



**Ohio Deferred Compensation
*Request for Proposals***

**For:
Participant and Employer Satisfaction Survey Provider**

**Date:
August 9, 2025**

**Project Name:
Ohio DC Satisfaction Surveys**

257 East Town Street, Suite 400
Columbus, Ohio 43215
614-466-7245
www.Ohio457.org

**PLEASE NOTE: NO RESPONDENT SHALL ATTEMPT TO
COMMUNICATE WITH OHIO DC CONCERNING THIS RFP IN
ANY MANNER OTHER THAN AS SPECIFICALLY PROVIDED IN
THE "RFP COMMUNICATION PROTOCOLS" SET FORTH IN
ATTACHMENT 1 HERETO.**

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A. BACKGROUND

1. Ohio DC Board

The Ohio Public Employees Deferred Compensation Board (Ohio DC) is unique in that it is created and governed by Ohio Revised Code Chapter 148, to provide a supplemental retirement plan that is administered solely in the interest of and for the exclusive benefit of participating employees, continuing members, and their beneficiaries.

A 13-member uncompensated Board, composed of public employees, retirees, legislators, and appointed investment experts, governs the Program as required by Ohio Revised Code Section 148.02. The Ohio DC staff manages and administers the Program with public employees' best interests in mind. External managers professionally manage Ohio DC's investment options. Investment options are selected and monitored by the Board and its independent investment consultant.

Currently, more than 2,000 different public employers throughout Ohio participate in Ohio DC. Total Ohio DC assets exceed \$21 billion.

2. Financial Information

Ohio DC's current Annual Comprehensive Financial Report, which includes statistical information regarding Ohio DC participation, is available on Ohio DC's employer website at <https://ohiodc.org/annual-reports>

B. OVERVIEW

Ohio DC is seeking a Vendor to conduct online customer service satisfaction surveys of its participants and employers. The surveys shall be conducted online. The Provider will begin surveying participants and employers and providing satisfaction reports to Ohio DC on August 1, 2025.

Ohio DC enrollment, education, and customer service is exclusively provided by Nationwide Retirement Solutions, Inc. (Nationwide). Nationwide employs roughly 45 employees to conduct Ohio DC activities, including Service Center Representatives, Field Account Executives, and Retirement Planning Specialists.

Service Center Representatives answer a toll-free number for customer inquiries regarding participants' accounts and Ohio DC in general, entering new enrollments, demographic data updates, contribution and allocation changes and investment exchanges into the Ohio DC recordkeeping system, processing enrollment forms, providing unforeseeable emergency withdrawal assistance to participants, discussing benefit payment options, and sending correspondence and withdrawal forms.

Field Account Executives conduct group presentations and educational workshops to explain Ohio DC rules, investment options, meet individually with participants, complete enrollment forms, provide ongoing counseling, and provide in-field or virtual service to employees, including contribution increases, decreases, and suspensions, catch-up computations, transfers, benefit counseling, investment allocation modeling, and prospectus requests.

Retirement Planning Specialists provide both group and one-on-one counseling, primarily for participants nearing retirement or those who have already retired, including withdrawal decisions, asset consolidation, tax-minimization strategies, asset allocation, pre-retirement and post-retirement income, and pension maximization.

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As Ohio DC's educator and enroller, Nationwide develops, writes, designs, prints, and distributes all promotional and educational materials. Ohio DC is responsible for providing the participant transactional website (Ohio457.org). The unsecured portion of the website provides general information to eligible employees and employers. The secure portion of the website allows participants to view their current account information, and make changes to their personal information, beneficiary designation, contribution amount, contribution allocation, investment balance allocation, and limited withdrawals.

C. SCOPE OF SERVICES

Participant Surveys

The Provider will develop and conduct an online survey of participants who visit Ohio DC's website, contact our Service Center, or meet with a Field Account Executive and/or Retirement Planning Specialist (Meetings with Account Representatives) such that the results have a confidence level of 95% +/- 5% and a statistically significant number of participants are surveyed at least semi-annually each year of the contract. The survey will be in the form of a website link that invites the participants to complete the survey. The focus of the survey will be to capture usage and satisfaction with occasional questions on other matters. The website questionnaire should be designed to be completed in 8 to 10 minutes. Satisfaction scores are to be measured in these areas of service:

- Service Center
- Participant Website
- Meetings with Account Representatives

At the end of each six-month survey period, the Provider will present a summary and analysis of the data and provide a detailed written report of the conclusions to the staff and additionally to the Board, if requested. The report should compare Ohio DC data to historically captured results and industry trends.

Employer Surveys

The Provider will develop and conduct an online survey of Ohio DC employers such that the results have a confidence level of 95% +/- 5% with a statistically significant number of participating employers at least annually, each year of the contract. The focus of the survey will be to focus primarily on employer satisfaction with Ohio DC with occasional questions on other matters. The website questionnaire should be designed to be completed in 8 to 10 minutes. Satisfaction scores are to be measured in these areas of service:

- Ohio DC communications
- Service Center
- Field Account Executives

D. PROPOSAL CONTENT

For purposes of responding to this RFP, the Vendor should assume an exclusive contract will be awarded. Please note that an exclusive contract award does not prohibit Vendors from offering services on a sub-contracted basis, but such services must be disclosed fully in the Vendor's RFP response.

All proposals must restate each item in the Proposal Content section and record the Vendor's response directly below the item. Responses should be provided in order and reference the corresponding item number.

1. Certification of Proposal Requirements

The Vendor must include a certification statement in the form attached hereto as **Attachment 2 – Certification of Proposal Requirements**, which must be signed by an individual who is authorized to bind the Vendor contractually.

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2. Questionnaire

Please provide the following information:

- 2.1 Vendor's United States office locations, identifying which location(s) will be assigned this project.
- 2.2 Vendor's legal structure (e.g., an Ohio corporation), Federal tax identification number, and address of the principal place of business.
- 2.3 Vendor's organizational structure, including subsidiary and affiliated companies, and joint venture relationships.
- 2.4 How many years has Vendor been in business?
- 2.5 Yes/No: Has Vendor undergone any material change in its structure or ownership within the last 18 months? If yes, please describe.
- 2.6 Yes/No: Is any material change in ownership or structure currently under review or being contemplated? If yes, please describe.
- 2.7 If available, please provide a report, study, or assessment of your company, prepared by an unbiased independent third-party source, concerning client satisfaction and measures of your firm's strengths and weaknesses vis-à-vis your key competitors.
- 2.8 Please provide your most recent financial statements, including a statement of financial position, an annual income statement, and a balance sheet.
- 2.9 Please describe any material litigation to which your company is currently a party. In addition, please describe any material litigation that your company has been involved in over the last 3 years.
- 2.10 Please provide a list and describe litigation brought or threatened against your company by existing or former clients over the past 5 years.
- 2.11 Please describe any relationships that your company has with any potential or existing vendors of Ohio DC, including any potential fees or other remuneration your company may receive for recommending their products or services.
- 2.12 Please provide a description of your IT security program and certifications, especially any of the following, along with a copy of your most recent report for each applicable certification:
 - 2.12.1 SSAE 16 / 18 SOC2 (including a Type 2 report utilizing the following trust principals: Security, Availability, Confidentiality, Processing Integrity, and Privacy (preferred))
 - 2.12.2 CSA STAR
 - 2.12.3 ISO 27001
 - 2.12.4 ISAE 3402 (including a Type 2 report)
 - 2.12.5 Health Information Technology for Economic and Clinical Health Act (HITECH)
 - 2.12.6 FedRamp
 - 2.12.7 Payment Card Industry Data Security Standards (PCI DSS)
 - 2.12.8 BS 10012

3. Understanding of Engagement

- 3.1 Please describe in detail your organization's understanding of the services requested in this RFP

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by Ohio DC and describe the procedures and methods that will achieve the required outcomes.

- 3.2 Please describe areas or processes not included in this RFP that your company may examine in order to provide more complete services.
- 3.3 Please provide a narrative that supports why your company believes it is qualified to undertake the proposed engagement.

4. Deliverables and Work Plan

- 4.1 Describe the satisfaction survey service processes, procedures, and materials being proposed, including the process and procedures for transmitting information and reports to the staff and Board.
- 4.2 Describe what your company will do to ensure high quality, error-free and statistically reliable survey results with the confidence level requested in this RFP.
- 4.3 Describe any procedures or systems to track and report participant inquiries outside the scope of the surveys.
- 4.4 Please provide the URL for a similar website survey to the one that you are proposing and a test account for the staff to view a sample survey.
- 4.5 As listed in the Scope of Services, describe how your company will provide reporting of results to Ohio DC. Attach sample presentations and reports.
- 4.6 Detail the procedures you will use to protect the privacy of Ohio DC's individual participants.
- 4.7 If your company is selected, describe in detail your company's plan for the start-up process and transition from the previous provider. Include in the plan how your company will ensure a complete transition by the contract effective date and what actions are required by Ohio DC and the current provider and by what date. Note the requirement that the company must provide transitional services prior to the effective date of the contract and that fees will not be paid until regular services are provided under the contract.

5. Vendor Personnel

- 5.1 For each individual you propose to assign to this engagement, please provide a narrative with the following information:
 - 5.1.1 Employee name and title.
 - 5.1.2 Proposed position on this engagement (manager, supervisor, officer, etc.)
 - 5.1.3 The month and year that the employee began working for your organization.
 - 5.1.4 Employee work history.
- 5.2 Vendor is required to provide all goods and perform all services requested by the RFP, and may not subcontract to provide such goods or services without the written consent of Ohio DC. For each of the Vendor's potential subcontractors, please provide a narrative with the following information:
 - 5.2.1 The proposed subcontractor's (firm) name and address.
 - 5.2.2 A brief description of the goods or services the subcontractor might provide.
 - 5.2.3 A statement that Vendor acknowledges and agrees that it will remain liable for the provision of any Goods supplied by and/or Services performed by such subcontractor.

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- 5.3 Please describe your firm's procedures in the event that a contact person assigned to this engagement leaves your firm during the term of the engagement.

6. References

- 6.1 Please provide the names, addresses and telephone numbers of five (5) current clients similar in size to Ohio DC.
- 6.2 Please provide the name and telephone number of a responsible official who may be contacted as a reference.
- 6.3 For each reference listed above, please provide a summary description of the services provided by the Vendor to the reference that would be relevant to the services to be provided in response to this RFP.

7. Cost

- 7.1 Please provide a not-to-exceed, fixed-cost price quote for this project over a 5-year term with renewal options. Outline the total cost for the project, along with a breakdown of initial implementation costs and ongoing services. Also include any and all reimbursable expenses.
- 7.2 Provide a cost per hour for additional service work, or if hourly costs are not applicable, the deliverables that Vendor intends to provide, and the cost associated with each deliverable.
- 7.3 State whether Vendor will negotiate its proposed cost if Ohio DC decides negotiation is appropriate as to any aspect of the proposals, including the cost, with the finalist(s). In no case, however, will the negotiated cost be higher than the cost submitted by the Vendor in its proposal.

8. Sample contract

Please provide a sample contract with your proposal for consideration if you are selected for this engagement, along with a copy of your certificate of insurance. The contract should reflect the specific scope and deliverables of this engagement as well as hourly fees for any potential work outside the scope of this engagement and response times.

Notwithstanding the foregoing, any contract that may result from this RFP must include the contract provisions included in **Attachment 3 – Required Contract Provisions**, which provisions shall control in the event of any conflict.

9. Additional Information

The Vendor should provide any other information it believes relevant to the engagement.

E. SELECTION CRITERIA

Proposals will be evaluated, and Ohio DC will make any final decision to award the contract.

During the evaluation process, Ohio DC management may, in its sole discretion, request any or all vendors to make oral presentations. Such presentations will provide Vendors with an opportunity to answer questions regarding the Vendor's proposal. Not all Vendors may be asked to make such oral presentations.

Proposals will be evaluated based on the following criteria, (each criterion may be weighted):

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1. Understanding of the project
2. Soundness of approach and quality of work plan
3. Vendor qualifications
4. Individual qualifications of assigned staff
5. Proposed deliverables
6. References
7. Cost

After evaluation of the proposals, Ohio DC may determine a list of up to three (3) finalists, and may commence sequential negotiations on any aspects of the proposals Ohio DC deems appropriate, beginning with the highest-scoring finalist. If Ohio DC does not reach agreement with the highest-scoring finalist within seven (7) calendar days, or if in the opinion of Ohio DC negotiations with that finalist reach an impasse, Ohio DC may decide not to award the contract or may begin negotiations with the second-highest scoring finalist. Ohio DC may choose to continue such negotiations with subsequent finalists on the same basis until a contract is negotiated, no other finalists remain, or Ohio DC decides not to award the contract pursuant to this RFP. After finalist scoring, additional due diligence of Vendor may be required prior to entering into a contract.

F. GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS

1. Vendor acknowledges that Ohio DC is subject to the Ohio Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Vendor should submit, along with its response to this RFP, a copy of its response in which any information that is trade secret or is otherwise exempt from disclosure under the Ohio Public Records Act is redacted, along with a reference to the statutory basis upon which Vendor is relying for the redaction. For example, the Ohio Public Records Act is ORC Section 149.43 and allows protection of trade secret information as set for in ORC 1333.61(D) or any federal statutes that might apply. If at any time after submitting the redacted copy of its response pursuant to the previous sentence Vendor should identify information in its redacted copy that (a) was not redacted in its submission but it later determines has become trade secret information or otherwise exempt from disclosure under the Ohio Public Records Act, or (b) was redacted in its original submission but it later determines is no longer trade secret or otherwise exempt from disclosure under the Ohio Public Records Act, Vendor shall send Ohio DC an updated redacted copy reflecting such change, along with a reference to the statutory basis upon which Vendor is relying for any additional redaction. If a request for records is made that includes information Vendor has submitted pursuant to this RFP, Ohio DC will provide the requestor with the redacted version of Vendor's response provided pursuant to this section, or updated pursuant to the preceding sentence, if applicable. If the position taken by Vendor in its redactions hereunder results in Ohio DC suffering any damages, fees or other losses of any kind, Vendor shall indemnify Ohio DC for such losses. If no documents or materials are identified and marked by Vendor as confidential, Vendor will be deemed to have consented to the release of the document or material, and to have waived any cause of action against Ohio DC resulting from the release of the documents or materials.
2. **Regardless of cause, late proposals, in whole or in part, will not be accepted by Ohio DC and will automatically be disqualified from further consideration.** It shall be the Vendor's sole risk to ensure delivery of its proposal by the designated time. Late proposals will not be opened and may be deleted by Ohio DC.
3. Ohio DC reserves the right, in its sole discretion, to reject any or all proposals submitted, and to waive as to any Vendor or as to all Vendors, any informality or irregularity in a proposal or proposals or any failure to conform to the instructions in this RFP.
4. Ohio DC reserves the right to modify any dates stated in this RFP at its sole discretion and accepts no liability to the extent the actual schedule differs from the dates set forth herein. In the event a change is made to the RFP Schedule, a revised schedule will be posted on the Ohio DC website.

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5. This Request for Proposal is not a contract, is not intended to serve as a contract, and does not constitute a promise to enter into a contract.
6. Ohio DC shall not have any responsibility or liability whatsoever with respect to any costs incurred by any Vendor in preparing a proposal or responding to this RFP.
7. Ohio DC does not make any representation or warranty regarding the accuracy or completeness of any information contained in this RFP, its Attachments, or any statements made by representatives of Ohio DC during the RFP process. Each Vendor is responsible for making its own evaluation of the information and data contained in this RFP and in preparing and submitting responses to this RFP. Ohio DC's issuance of this RFP and receipt of information in response to this RFP will not, in any way, cause Ohio DC to incur any liability (whether contractual, financial, or otherwise) to any Vendor participating in the RFP process.
8. All documents, proposals and other materials submitted in response to this RFP will become the property of Ohio DC and will not be returned to Vendor.
9. Vendor agrees to comply with all terms, conditions and requirements described in this RFP. Any failure by any responding Vendor to so comply shall be grounds for rejection of that Vendor's proposal, as determined by Ohio DC in its sole discretion.
10. If a contract between Ohio DC and Vendor results from this RFP, neither the successful responding Vendor, nor anyone on its behalf (including its agents, affiliates, subcontractors, and/or vendors), shall publish, distribute or otherwise disseminate any press release, advertising, and/or publicity matter of any type or kind (collectively "Advertising Material") having any reference to Ohio DC, this RFP, or the resulting contract, unless and until such Advertising Material first shall have been submitted to and approved in writing by Ohio DC.

G. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Please provide two (2) electronic copies via email (including one (1) redacted copy for public records requests as described in Section F.1 of this RFP) of your proposal by **4:30 PM Eastern Time on Wednesday, May 21, 2025, to: RFP@OhioDC.org**. Late proposals will not be accepted.
2. Questions concerning this RFP must be submitted via email to RFP@OhioDC.org. **The question-and-answer period will be from Wednesday, April 9, 2025 to Wednesday, April 30, 2025. Questions must be submitted no later than 4:30 PM Eastern Time on Wednesday, April 30, 2025.** Questions and answers will be posted on <https://ohiodc.org/rfis%2C-rfps-and-employment> on Monday, May 5, 2025.
3. **All communications with Ohio DC concerning this Request for Proposal must be conducted in compliance with Attachment 1 - RFP Communication Protocols attached hereto.**
4. This Request for Proposal is issued on April 9, 2025. Ohio DC reserves the right, in its sole discretion, to amend or cancel this RFP.

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ATTACHMENT 1 – RFP COMMUNICATION PROTOCOLS

This RFP includes and imposes certain restrictions on communications between Ohio DC and vendors responding to the RFP (“Vendors”).

Vendors are restricted from communicating with Ohio DC in any manner, whether oral, written, electronic or otherwise, that a reasonable person would infer constitutes an attempt to unduly influence the award, denial, or amendment of a contract, from the time this RFP is issued through the final award and approval of the contract or termination of this RFP. **Any communications with Ohio DC in violation of this Attachment 1 may result in immediate disqualification of such Vendor.**

The following communications channels are permissible for Vendors to communicate with Ohio DC to ensure that no violations of these Communication Protocols occur:

- **Question and Answer Period:** See Section G.3 of the RFP.
- **Supplemental Questions:** Ohio DC may, after an RFP has been posted, post to the Ohio DC website supplemental RFP questions for Vendors to answer. If such supplemental questions are posted by Ohio DC, Vendors shall respond to such questions according to the instructions included with the supplemental questions.
- **Finalist Presentations:** See Section E of the RFP.
- **Additional Information:** Ohio DC may, but is not obligated to, request additional information and materials from any Vendor for evaluation of its proposal. Information submitted by a Vendor absent a request by Ohio DC that is not in the nature of a correction or clarification to the proposal will not be considered. A Vendor must immediately notify Ohio DC if any information in a proposal becomes invalid or untrue prior to the completion of the RFP process. Ohio DC may disqualify a Vendor from further consideration if the Vendor fails to immediately notify Ohio DC of invalid or untrue information or fails to respond to Ohio DC’s request for additional information and materials. Ohio DC shall have no obligation to inform any Vendor of any deficiency in its proposal.

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ATTACHMENT 2 – CERTIFICATION OF PROPOSAL REQUIREMENTS

The undersigned Vendor hereby certifies the following:

1. This proposal meets all of the requirements as set forth in this RFP.
2. The Vendor acknowledges and agrees that any communication with Ohio DC concerning this RFP shall be in compliance with **Attachment 1– RFP Communication Protocols**.
3. The Vendor has not submitted this proposal with the assumption that there will be an opportunity to negotiate any aspect of its proposal.
4. The Vendor acknowledges that all documents submitted to Ohio DC pursuant to this RFP may be subject to disclosure by Ohio DC under the Ohio Public Records Act, and it has submitted a copy of its response in which any information that is trade secret or is otherwise exempt from disclosure under the Ohio Public Records Act is redacted (see Section F(1) of this RFP). The Vendor acknowledges and agrees that if at any time after submitting the redacted copy of its response it should identify information in its redacted copy that (a) was not redacted in its submission but it later determines has become trade secret information or otherwise exempt from disclosure under the Ohio Public Records Act, or (b) was redacted in its original submission but it later determines is no longer trade secret or otherwise exempt from disclosure under the Ohio Public Records Act, Vendor shall send Ohio DC an updated redacted copy reflecting such change, along with a reference to the statutory basis upon which Vendor is relying for any additional redaction.
5. The Vendor acknowledges and agrees that the contract provisions contained in **Attachment 3 - Required Contract Provisions** shall be included in any contract with Ohio DC that may result from this RFP, and that such contract provisions shall control in the event of any conflict.
6. The Vendor acknowledges that Ohio DC shall possess full ownership and all rights and interests, including copyright interests, in all deliverables (the “Project Deliverables”) under its contract with the Vendor, including in all software, documentation, and other project-related work, as applicable.
7. The Vendor acknowledges that the Vendor will ensure that the Vendor’s subcontractors shall assign to Ohio DC all ownership, rights, and interests in any Project Deliverables, as applicable.
8. The Vendor agrees to comply with all terms, conditions and requirements described in this RFP, and that any failure by Vendor to so comply may be grounds for rejection of Vendor’s proposal, as determined by Ohio DC in its sole discretion.
9. Vendor’s primary contact on this RFP, who has the authority to answer any questions regarding the proposal is as follows:
 - Firm Name:
 - Contact’s Name:
 - Additional Contacts:
 - Contact’s Address:
 - Contact’s Phone / Fax Number:
 - Contact’s E-mail Address:

I, the undersigned, as an authorized representative of the Vendor that is legally authorized to bind the Vendor contractually, hereby certify the above statements on behalf of the Vendor:

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Vendor:	<hr/>
By (Print Name):	<hr/>
Signature:	<hr/>
Title:	<hr/>
Date:	<hr/>

ATTACHMENT 3 – REQUIRED CONTRACT PROVISIONS

- 1. CONTRACTOR’S REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Contractor represents, warrants, and covenants that it:
 - A.** Has the authority to enter into this Agreement and perform the services provided under this Agreement;
 - B.** Shall comply with all applicable federal, state, and local laws in providing services under this Agreement, including, but not limited to, the reporting requirements contained in Sections 101.90 et seq. of the Ohio Revised Code (Joint Legislative Ethics Commission), and the laws contained in Chapter 102 of the Ohio Revised Code (Ohio Ethics Commission) governing ethical behavior that apply to persons doing or seeking to do business with Ohio DC; and,
 - C.** Has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to Ohio DC or to any of its board members, officers, employees, or agents, or any other third party related to Contractor’s engagement under this Agreement, including a finder’s fee, cash solicitation fee, or a fee for consulting, lobbying, or similar services that could influence Ohio DC’s decision to enter into this Agreement.
- 2. DISCLOSURE AND USE OF RECORDS:** Contractor shall not disclose or use any information concerning Ohio DC’s participants, or any other confidential information obtained in providing services under this Agreement, without Ohio DC’s prior written consent. Contractor understands that Ohio DC is subject to the Ohio Public Records Act. If Ohio DC receives a public records request for records related to this Agreement, Ohio DC will reasonably attempt to contact Contractor in sufficient time to allow Contractor to take the legal steps it deems necessary to protect the confidential information from disclosure. Contractor shall indemnify Ohio DC if Ohio DC is assessed any damages or fees as a result of the position Contractor asserts regarding the confidentiality or public disclosure of the records.
- 3. ADVERTISING AND PUBLICITY:** Neither Contractor, nor anyone on Contractor’s behalf (including any or all of its agents, affiliates, subcontractors, or vendors), shall publish, distribute, or otherwise disseminate any press release, advertising, or publicity matter of any type or kind (collectively “Advertising Material”) having any reference to Ohio DC or this Agreement, unless and until the Advertising Material is first submitted to and approved in writing by Ohio DC.
- 4. INDEMNIFICATION AND LEGAL ACTION:**
 - A.** Contractor shall indemnify Ohio DC, its board members, officers, and employees against any claims, damages, costs, or losses resulting from Contractor’s negligent or intentional acts, or those of its officers, employees, or agents, under this Agreement (“Indemnity Claims”). Contractor shall defend Ohio DC, its board members, officers, and employees against Indemnity Claims, if Ohio DC requests that Contractor do so. Ohio DC will not be required to file a lawsuit to obtain reimbursement for the Indemnity Claims.
 - B.** Ohio DC shall not indemnify Contractor for claims, damages, costs, or losses of any nature that arise under this Agreement (“Contractor’s Claims”). Contractor may seek recovery of Contractor’s Claims through legal action against Ohio DC, if appropriate.

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- 5. GOVERNING LAW AND FORUM:** Despite anything to the contrary in this Agreement, issues concerning this Agreement will be governed by, construed, and enforced according to Ohio law, exclusive of Ohio's conflict of laws principles. Any litigation concerning this Agreement must be brought only in courts of competent jurisdiction located in Franklin County, Ohio, and Contractor irrevocably consents to this venue and jurisdiction. Ohio DC shall not waive its right to trial by jury in any action, proceeding, or counterclaim concerning this Agreement or the actions of either party regarding any aspect of this Agreement, regardless of the legal theory, unless the Ohio Attorney General consents to this waiver.
- 6. RENEWALS:** The parties agree that this Agreement may be renewed by written mutual consent of the parties, and that this Agreement will not renew automatically.

7. DATA-RELATED PROVISIONS:

A. DATA SECURITY AND BREACH NOTIFICATION:

i. Contractor shall implement, maintain, and comply with a written data security program that requires commercially reasonable policies and procedures to ensure compliance with this section. These policies and procedures must contain administrative, technical, and physical safeguards addressing: (i) proper disposal of a customer's data after it is no longer needed to provide services under an agreement; (ii) access controls on electronic systems used to maintain, access, or transmit a customer's data; (iii) access restrictions at physical locations containing Ohio DC Data; (iv) encryption of electronic customer data; (v) testing and monitoring of electronic systems; (vi) procedures to detect actual and attempted attacks on or intrusion into the systems containing or accessing a customer's data; and (vii) managing unauthorized disclosure or exposure of Ohio DC Data stored by or accessible through Contractor's systems ("Data Breaches"). Contractor shall, at least annually, review the above-described data security policies and procedures and all other customer data security precautions, and update the policies, procedures, and precautions to comply with applicable law and security best practices. Upon completion, Contractor shall notify Ohio DC regarding updates made to its data security policies, procedures, and precautions.

ii. If there is a Data Breach, or Contractor suspects a Data Breach, Contractor shall: (i) notify Ohio DC by e-mail within twenty-four (24) hours from when the Data Breach was discovered or first suspected, (ii) cooperate with Ohio DC and law enforcement agencies (as applicable) to investigate and resolve the Data Breach, including assisting Ohio DC in notifying injured third parties, (iii) indemnify Ohio DC against any and all claims that result from the Data Breach, (iv) take reasonable steps to mitigate potential harm resulting from the Data Breach, and (v) provide Ohio DC prompt access to the records related to a Data Breach as Ohio DC may reasonably request, provided that the access doesn't include access to proprietary information of other customers. In addition, after consultation with and approval from Ohio DC, Contractor shall provide Ohio DC's participants affected by a Data Breach with prompt notice of the Data Breach and credit monitoring and protection for a period of at least one (1) year, or longer if Ohio DC determines the circumstances warrant credit monitoring and protection for a longer period of time.

B. RETURN OR DESTRUCTION: Within thirty (30) calendar days of expiration or termination of this Agreement, Contractor shall, upon Ohio DC's direction, destroy or return to Ohio DC, Ohio DC Data (including copies), all documents, and other writings, or tangible manifestations in any form containing Ohio DC's Data under Contractor's power or control and unless prohibited by applicable law, purge or erase all Ohio DC Data from all retrieval systems and databases, and leave no Ohio DC Data recoverable on its computers or other media to the maximum extent reasonably feasible. This provision also applies to all Ohio DC Data that is in the possession of subcontractors or agents of Contractor. Contractor shall provide a certification that such destruction is complete.

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- C. DEFINITION OF “OHIO DC DATA”:** Under this section, “Ohio DC Data” means any data and other material supplied directly to Contractor by Ohio DC or on behalf of Ohio DC in the course of the performance of this Agreement and any corresponding data or other material that is created by this performance. This definition also applies to all Ohio DC Data in the possession of subcontractors or agents of Contractor.

8. AUDITS, CERTIFICATIONS, AND SECURITY INSPECTION PROVISIONS:

- A. SSAE 18 (SOC 1, TYPE II) AUDIT:** Contractor shall annually obtain and provide to Ohio DC, within thirty (30) calendar days of Contractor’s receipt, a Statement on Standards for Attestation Engagements No. 18 (SOC1, Type II) service auditor’s report (“SSAE 18 Report”). The SSAE18 Report must address all matters pertaining to the services under this Agreement which are amenable to assessment under the SSAE18 standards. If Contractor receives a qualified event finding from the SSAE18 auditor, Contractor also shall provide Ohio DC with a copy of Contractor’s corrective action plan and subsequent revisions, if any, and upon conclusion of the corrective action plan, written confirmation that the corrective action plan was successfully completed.
- B. (SOC) 2, TYPE II AUDIT:** Contractor shall retain a certified public accounting firm to perform an annual audit of its data protection features and provide to Ohio DC a copy of its Service Organizational Control (SOC) 2 Type II report covering the “Security,” “Availability,” and “Confidentiality” Trust Service Principles and Evaluation Criteria (the “SOC 2 Report”). For the term of this Agreement, Contractor shall provide to Ohio DC, annually, within thirty (30) calendar days of Contractor’s receipt, a copy of its SOC 2 audit report.
- C. CSA STAR ATTESTATION AND CERTIFICATION:** Contractor shall maintain throughout the Term a CSA Security, Trust, Assurance, and Risk (STAR) attested and certified cloud security management system. Contractor shall provide to Ohio DC, within thirty (30) calendar days of Contractor’s receipt, each CSA STAR attestation and certification received during the Term.
- D. SECURITY INSPECTIONS:** Ohio DC, through any of its officers, employees, or agents, shall have the right, upon reasonable prior notice, from time to time during Contractor’s usual business hours to inspect all security processes and procedures during the Term, including without limitation penetration tests; provided that Contractor shall not be required to permit any review or inspection that may compromise the security of Contractor’s other customers or their data.

- 9. DISASTER RECOVERY:** Contractor shall enter into and maintain in effect arrangements for a disaster recovery program with respect to all systems and data created or maintained by Contractor in providing services under this Agreement, including utilizing best efforts to become fully functional within forty-eight (48) hours of the occurrence of a disaster. In the event of equipment failures, Contractor shall, at no additional expense to Ohio DC, take reasonable steps to minimize the likelihood of loss of data and service interruptions.

10. BUSINESS CONTINUITY:

- A.** Contractor shall maintain a comprehensive plan to address continuity of the services provided under this Agreement (“Business Continuity Plan”) if there is an occurrence which limits or jeopardizes Contractor’s ability to continue their operations or continue to provide the services under this Agreement within an acceptable level of interruption (“Occurrence”). Examples of an Occurrence include, but are not limited to, a natural disaster, pandemic, terrorist attack, technology disruption, fire, or flood. The Business Continuity Plan must include precautions Contractor has taken and contingencies Contractor has in place to ensure that a loss of critical resources does not adversely impact the services provided under this Agreement or Ohio DC. Contractor shall provide a copy of the Business Continuity Plan to Ohio DC no later than sixty (60) calendar days after the effective date of this Agreement.

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B. The Business Continuity Plan should address, at a minimum, the following elements:

- i. The expected recovery time of each of the services provided under this Agreement if there is an Occurrence;
- ii. A staffing replacement plan in the event of a loss of personnel as the result of an Occurrence;
- iii. How Ohio DC will be notified of an Occurrence;
- iv. The contact information of the staff person at Contractor who will keep Ohio DC apprised of the recovery status following an Occurrence;
- v. Procedures for communicating the incident and the recovery plan to Ohio DC's participants or stakeholders affected by an Occurrence;
- vi. The process and frequency for the backup of data in-house and offsite to preserve data if there is an Occurrence; and
- vii. A procedure to test the business continuity procedures annually under differing scenarios.

C. Contractor shall test the adequacy of its Business Continuity Plan at least annually. Upon request, Contractor shall provide Ohio DC with the results of those tests as they relate to the services provided to Ohio DC under this Agreement. Contractor shall provide a minimum of thirty (30) calendar days advance notice of planned exercises relevant to the services provided to Ohio DC and permit Ohio DC to participate in the recovery for relevant services at Ohio DC's option. In the event of business disruption that materially impacts services provided to Ohio DC under this Agreement, Contractor shall promptly notify Ohio DC of the disruption and steps being taken in response.

11. AUDITED FINANCIAL STATEMENTS: During the Term, Contractor shall provide Ohio DC within thirty (30) calendar days of Contractor's receipt, its annual audited financial statements, including its annual income statement and balance sheet, for its most recent fiscal year.

12. SUBCONTRACTORS: Contractor may subcontract any of its obligations under this Agreement only with Ohio DC's prior written consent. Contractor's current subcontractors for this engagement are listed in the attached Exhibit. Contractor shall notify Ohio DC within ten (10) calendar days of any changes in its subcontractors, and Ohio DC may approve or reject the changes in its sole discretion. Contractor shall update the attached Exhibit to include any approved changes to subcontractors, which automatically will become a part of this Agreement upon completion. Contractor shall remain liable for the performance of the services under this Agreement whether it performs the services directly or through a subcontractor.

13. DISCLOSURE OF PARTICIPANT DATA: Unless otherwise permitted in this Agreement, Contractor shall not disclose any information, data, or records of Ohio DC's participants without Ohio DC's prior written consent.