



RETIREMENT SYSTEM INVESTMENT COMMISSION
1201 MAIN STREET, SUITE 1510, COLUMBIA, SC 29201

*Securities Litigation Portfolio Monitoring and
Securities Litigation Services*
Request for Proposals

October 30, 2017

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

Request for Proposals (“RFP”)

OPENING DATE: 10/30/2017

DEADLINE FOR PROPOSAL SUBMISSION AND TIME: 12/11/2017, 5:00 pm EST

The South Carolina Retirement System Investment Commission (“RSIC”, or “Client”) is requesting competitive proposals (“Proposal” or “Proposals”) in response to this RFP in sufficient detail to permit objective evaluation of all Proposals from qualified respondents, which may result in a contract(s) for (i) securities litigation portfolio monitoring services; or (ii) securities litigation services; or (iii) Offerors may submit a bid to provide both types of services for the \$30.1 billion portfolio of the South Carolina Retirement Systems Group Trust (as hereinafter defined the “Group Trust”).

This RFP for Securities Litigation Portfolio Monitoring and Securities Litigation Services is being offered by RSIC to assist RSIC in the prudent and effective management of securities claims as assets of the Commission. This RFP for advisory services related to assets of the Commission is exempt from the South Carolina Procurement Code by action of the South Carolina Budget & Control Board on February 14, 2002, pursuant to S.C. Code Ann. Section 11-35-710. RSIC will make the final determination as to the successful offeror/consultant (“Offeror” or “Offerors”). The firms selected may include law firms, consulting firms, or a combination thereof. Client may request advice from any or all Offerors retained hereunder about any potential securities litigation matter before making a decision as to whether to seek an active role in securities litigation or which of its Offerors selected for Securities Litigation Services to use. To the extent that the Commission decides to take an active role in any securities litigation matter, RSIC will attempt to rotate work among the Offerors selected for Securities Litigation Services hereunder but does not guarantee that any particular form of rotation will occur, or that any resulting litigation will be awarded to any particular Offeror.

This RFP does not commit RSIC to award a contract, to pay any costs incurred in the preparation of a Proposal, including any travel or presentation costs related to a Proposal, or to procure or contract for the articles of goods or services. RSIC reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel this RFP in part or in its entirety, if it is in the best interests of RSIC and/or the Group Trust to do so.

General Process and Timeline.

In order for your Proposal to be considered, it must be submitted to RSIC in accordance with the requirements of this RFP.

A non-binding Notice of Intent to Respond must be received by **5:00 p.m. EST on 11/13/2017**. Please submit your intent by emailing Mr. Brad Gainey, Director of Enterprise Risk Management & Compliance, (the “Contact”) at Compliance@ic.sc.gov, with “Securities Litigation Portfolio Monitoring and Securities Litigation Services – Intent to Respond” in the subject line. Please see **Section IV, 4.1.2 Notice of Intent to Respond**, for information that must be included in the email.

Written questions concerning this RFP may be submitted until **5:00 p.m. EST on 11/20/2017**, and must be emailed to the Contact at Compliance@ic.sc.gov with “Securities Litigation Portfolio Monitoring and Legal Services – Intent to Respond” indicated in the subject line. Questions submitted and responses to each will be distributed to those who submitted a Notice of Intent to Respond.

Proposals, one (1) original and five (5) copies, must be submitted to the Contact no later than **5:00 p.m. EST on 12/11/2017**. In addition, an electronic copy of your Proposal response, including company and promotional materials, must be provided on a flash drive. Please see **Section IV, 4.3.0 Submission of Proposal**, for detailed information relating to submitting Proposals.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

The Proposal must be signed by an official authorized to bind Offeror, and it must contain a statement to the effect that the Proposal is firm for a period at least until 6/1/2018.

Mail or Deliver Proposals to:

Mr. Brad Gainey
Director of Enterprise Risk Management and Compliance
South Carolina Retirement System Investment Commission
1201 Main Street, Suite 1510
Columbia, South Carolina 29201

Timeline for Proposals for both services included in RFP:

Opening Date of RFP	October 30, 2017
Deadline for Written Notice of Intent to Respond	November 13, 2017, 5:00 p.m. EST
Deadline for Written Questions Submission	November 20, 2017, 5:00 p.m. EST
Responses to Written Questions Distributed on RSIC's Website	November 27, 2017, 5:00 p.m. EST
Deadline for Proposal Submission and Time	December 11, 2017, 5:00 p.m. EST
Preliminary Evaluations Begin	December 2017
Selection of Successful Offeror(s)	February 2018
Negotiation of Legal Documents between RSIC and the Successful Offeror(s)	February 2018-March 2018
Anticipated Contract Start Date	April 2, 2018

Do not contact RSIC staff or any member of the Commission regarding this RFP. Direct all correspondence during the RFP process to the contact listed above.

RSIC will use its best efforts to adhere to the time schedule specified above. However, RSIC reserves the right to amend the time schedule as it deems necessary.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

Table of Contents

I. SCOPE OF PROPOSAL.....	8
II. INTRODUCTION	9
2.1.0 Background Information.....	9
2.2.0 Additional Background Information.	9
III. SCOPE OF SERVICES, DELIVERABLES, AND MINIMUM QUALIFICATIONS	10
3.1.0 Scope of Services and Key Deliverables.	10
3.1.1 Required Securities Litigation Portfolio Monitoring Services.	10
3.1.2 Optional Securities Litigation Portfolio Monitoring Services.	10
3.1.3 Required Securities Litigation Services.....	11
3.2.0 Minimum Qualifications.	11
3.2.1 Minimum Qualifications – All Offerors.	11
3.2.2 Minimum Qualifications – Securities Litigation Portfolio Monitoring Services.....	11
3.2.3 Minimum Qualifications –Securities Litigation Services.....	12
IV. INSTRUCTIONS TO OFFEROR AND INFORMATION	13
4.1.0 General Instructions.....	13
4.1.1 Right of Non-Commitment or Rejection.	13
4.1.2 Notice of Intent to Respond.....	13
4.1.3 Submission of Written Questions.	13
4.1.4 Preparation of Proposal – General Requirements.....	13
4.1.5 Proposal Format.	14
4.1.6 Cover Letter.....	14
4.1.7 Table of Contents.	15
4.1.8 Executive Summary.	15
4.1.9 Minimum Qualifications Certification.	15
4.1.10 Offeror Questionnaire.....	15
4.1.11 Fee Proposal – Securities Litigation Portfolio Monitoring.....	15
4.1.12 Fee Proposal – Securities Litigation Services.	15
4.1.13 Iran Divestment Act of 2014 Certification.	15
4.1.14 Open Trade Representation.	15
4.1.15 RSIC Cloud Computing Security Assessment Questionnaire.	15
4.1.16 Subcontractors.	15
4.1.17 Public Record.	15
4.1.18 Proposal.....	16
4.2.0 Communications with RSIC and Offerors.....	16
4.2.1 The Contact for this RFP:.....	16
4.2.2 Limiting Contact.....	16
4.2.3 Discussion/Negotiation.....	16
4.2.4 Discussion with Responsive Offerors.....	16
4.3.0 Submission of Proposal.....	17
4.4.0 Addenda, Errors and Omissions, and Amendments.....	17

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

4.4.1	Addenda.	17
4.4.2	Errors and Omissions.	17
4.4.3	Amendments.	18
4.5.0	<i>Submitting Privileged/Confidential and Trade Secret Information.</i>	18
4.5.1	Overview.	18
4.5.2	Instructions for Submitting Privileged/Confidential or Trade Secret Information.	18
4.5.3	Agreement to Release.	19
4.6.0	<i>Oral Presentations.</i>	19
V.	EVALUATION PROCESS AND AWARD CRITERIA	19
5.1.0	<i>Proposal Evaluation Process.</i>	19
5.1.1	Evaluation and Selection Procedure.	19
5.1.2	Non-Qualifying or Nonresponsive Proposals.	20
5.1.3	Request for Clarification.	20
5.1.4	Award.	20
VI.	TERMS AND CONDITIONS.....	20
6.1.0	<i>Contract Formation, Terms, and Conditions.</i>	20
6.1.1	Scope of Work.	21
6.1.2	Relationship between the Parties.	21
6.1.3	Term of Agreement and Termination.	21
6.1.4	Fees.	21
6.1.5	Confidentiality.	22
6.1.6	Conflicts of Interest; Code of Conduct.	23
6.1.7	Representations and Warranties.	23
6.1.8	Choice-of-Law.	23
6.1.9	Choice of Forum.	23
6.1.10	Force Majeure.	24
6.1.11	Indemnification.	24
6.1.12	Affirmative Action (Anti-Discrimination).	24
6.1.13	Compliance with State Law and Industry Standards.	25
6.1.14	Maintain Licenses and Disclosure of Changes to Registrations.	25
6.1.15	Corporate Changes.	25
6.1.16	Bankruptcy.	25
6.1.17	Drug-Free Workplace.	26
6.1.18	Fiduciary Status.	26
6.1.19	Waiver.	26
6.1.20	Notice.	26
6.1.21	Contract Documents and Precedence.	27
6.1.22	Arbitration and Trials by Jury.	27
EXHIBIT-A - MINIMUM QUALIFICATIONS CERTIFICATION	28	
EXHIBIT B – OFFEROR QUESTIONNAIRE	30	
EXHIBIT C - FEE PROPOSAL – SECURITIES LITIGATION PORTFOLIO MONITORING SERVICES	32	
EXHIBIT D - FEE PROPOSAL – SECURITIES LITIGATION SERVICES	33	

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT E - IRAN DIVESTMENT ACT OF 2014 CERTIFICATION.....	34
EXHIBIT F – OPEN TRADE REPRESENTATION	35
EXHIBIT G - RSIC CLOUD COMPUTING SECURITY ASSESSMENT QUESTIONNAIRE.....	36
EXHIBIT H – KEY EMPLOYEE LIST	39
ATTACHMENT A - IMPORTANT TAX NOTICE - NONRESIDENTS ONLY	40

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

I. SCOPE OF PROPOSAL

The South Carolina Retirement System Investment Commission¹ is soliciting proposals from qualified (i) securities litigation portfolio monitoring services and/or (ii) securities litigation law firms with substantial experience to offer advisory services to properly monitor and recover funds for the South Carolina Retirement Systems Group Trust Portfolio (“Group Trust” or “Portfolio”), which is invested throughout many asset classes and diversified strategies. More detailed descriptions of these services are set forth in Section III.

This RFP is designed to achieve two purposes. The first purpose is to retain securities litigation portfolio monitoring including claims filing services from qualified service provider(s). The second purpose is to retain securities litigation law firms to assist RSIC with all necessary securities litigation. Both securities litigation portfolio monitoring service providers and securities litigation firms may submit proposals to provide securities litigation portfolio monitoring and claim filing services. However, securities litigation firms may elect to submit proposals to provide solely securities litigation services. RSIC anticipates awarding contracts for both services to more than one service provider. **Please clearly designate in your proposal whether an Offeror is submitting an offer to provide securities litigation portfolio monitoring services as well as securities litigation services, or whether an Offeror is solely submitting an offer to provide one of the services.** The selected Offerors will report to RSIC Staff (“Staff”) and will be expected to work with other RSIC consultants, including its master custodial bank (currently, The Bank of New York Mellon (“BNY”)), and its fund administrator (currently, Conifer Financial Services (“Conifer”)) in order to provide timely and thorough services to RSIC with regard to the Portfolio as a whole.

Offerors responding to both the Securities Litigation Portfolio Monitoring Services and the Securities Litigation Services should be advised that (a) if RSIC decides to pursue active involvement in securities or other litigation, RSIC will not automatically select litigation counsel from a provider of the Securities Litigation Portfolio Monitoring Services, and (b) RSIC may, in its sole discretion, select a Proposal from an Offeror for only portfolio monitoring services or litigation services even if Offeror responded with Proposals for both services.

Offerors that meet the minimum requirements outlined in Section 3.2.0 and would like to provide the requested services, as more fully described in Section III, may submit proposals for consideration. RSIC will select the most qualified Offerors based on the response to this RFP, meetings at Offerors’ offices, and presentations by the top candidates to RSIC Staff, as applicable.

All Proposals must be complete and carefully worded and must convey **all** of the information requested in order to be considered responsive. If a Proposal fails to conform to the essential requirements of the RFP or any deadlines are not met, only RSIC will be the judge as to whether that variance is significant enough to consider a proposal nonresponsive or non-qualified and therefore not considered for award. Contacting RSIC or Commission during the RFP process subjects the Offeror to disqualification from the process. An exception to this rule applies to Offerors that currently do business with RSIC, the Retirement System, or the South Carolina Public Employee Benefit Authority (“PEBA”), or the South Carolina Office of Attorney

¹ “Commission” refers to the commission of eight members responsible for managing the South Carolina Retirement System Investment Commission, as specified in S.C. Code of Laws Ann. Section 9-16-315.

“South Carolina Retirement System Investment Commission” or “RSIC” refers to the agency established by South Carolina law for the purpose of investing and managing all assets held in trust for the participants and beneficiaries of the state’s five separate defined benefit plans.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

General. However, any contact made by such firms with persons other than the Contact must be limited to that business and must not relate to this RFP. In addition, Offerors that intend to submit a Proposal should not discuss this RFP with any employee of the Group Trusts' custodian (BNY), other RSIC/Retirement System (as defined below) investment managers, consultants, legal counsel, or other advisors.

The resulting contract(s) from this RFP, if any, will be between the selected vendor(s) and RSIC.

II. INTRODUCTION

2.1.0 Background Information.

The Commission is responsible for investing and managing all assets held in the Group Trust for the participants and beneficiaries of five South Carolina governmental defined benefit plans: South Carolina Retirement System, South Carolina Police Officers Retirement System, Retirement System for Judges and Solicitors of the State of South Carolina, Retirement System for Members of the General Assembly of the State of South Carolina, and the National Guard Retirement System, which are collectively referred to hereinafter as the "Retirement System". RSIC is governed by an eight member Commission, with six appointed members, one elected member, and one *ex officio* member. The statutes governing the Commission are found predominantly in Title 9, Chapter 16 of the South Carolina Code of Laws. As of June 30, 2017, the Group Trust has \$30.1 billion in net assets. RSIC manages investments across an asset allocation designed to generate attractive long-term risk adjusted returns at a prudent level of risk.

A secondary objective of RSIC is to reduce, over time, the unfunded liability of the Retirement System. In pursuing these objectives, RSIC seeks to achieve a high level of recovery of invested assets associated with RSIC's securities litigation program in order to fulfill its fiduciary obligations to its participants and beneficiaries and help to increase the probability of achieving its long-term objectives.

2.2.0 Additional Background Information.

The following documents provide additional background information:

- a) *Comprehensive Annual Financial Report (CAFR)* for the year ended June 30, 2016, <https://www.peba.sc.gov/assets/cafr.pdf>.
- b) *Popular Annual Financial Report (PAFR)* for the year ended June 30, 2016, <http://www.peba.sc.gov/assets/pafr.pdf>.
- c) South Carolina Retirement System Investment Commission, <http://www.rsic.sc.gov>.
- d) South Carolina Retirement System Investment Commission Annual Investment Reports, <http://www.ic.sc.gov/Reporting/AIR/default.htm>.
- e) South Carolina Retirement System Investment Commission Statement of Annual Investment Objectives and Policies ("SIOP"), <http://ic.sc.gov/Policies/AIP/default.htm>.
- f) South Carolina Retirement System Investment Commission's Securities Litigation Policy, <http://ic.sc.gov/Policies/AIP/default.htm>.
- g) South Carolina Public Employee Benefit Authority, <http://www.peba.sc.gov>.
- h) S.C. Const., Art. X, Sections 11 and 16, <http://www.scstatehouse.gov/scconstitution/A10.pdf>.
- i) S.C. Code Title 9 as amended, <http://www.scstatehouse.gov/code/title9.php>.
- j) S.C. Code Ann. Sections 8-13-100 *et seq.*, <http://www.scstatehouse.gov/code/t08c013.php>.
- k) List of current investment funds/investment managers – See Annual Report.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

III. SCOPE OF SERVICES, DELIVERABLES, AND MINIMUM QUALIFICATIONS

3.1.0 Scope of Services and Key Deliverables.

The scope of services (“Scope of Services”) for the selected Offerors (“Offeror”) includes the following services as they relate to Securities Litigation Portfolio Monitoring and Securities Litigation Services. Offerors may submit a bid to provide either (i) securities litigation portfolio monitoring services; (ii) securities litigation services; or (iii) Offerors may submit bids to provide both types of services. RSIC reserves the right to award less than all of the services to the winning Offeror, to make redundant awards, and/or to split the award by awarding some services to multiple Offerors, in its discretion and subject to agreement by Offeror(s).

3.1.1 Required Securities Litigation Portfolio Monitoring Services.

Offerors responding to the securities litigation portfolio monitoring services portion of this RFP must be able to provide all of the services listed below.

- a) Monitor securities litigation and settlement claims filed by the Group Trust’s custodian and claims administrators to ensure maximum recovery.
- b) Interface with the custodian’s electronic and securities holdings data to obtain and analyze the Group Trust’s domestic and international holdings records, as necessary, to determine class action eligibility.
- c) Identify, monitor, evaluate, and report to RSIC on domestic, including anti-trust, litigation that impacts the Portfolio.
- d) Identify, monitor, evaluate, and report to RSIC on international litigation that impacts the Portfolio.
- e) Identify class action settlements and upcoming proof of claim deadlines and similar key dates for those cases in which the Group Trust may have a financial interest.
- f) Monitor the Portfolio to identify any losses that may have occurred as a result of a violation or potential violation of federal or state securities laws or where the Group Trust may have a financial interest, including SEC disgorgements, and file proofs of claim for U.S. losses that are not filed by the custodian.
- g) Create a preliminary calculation of the Portfolio’s investment losses, if any, on a LIFO and FIFO basis, noting the methodology and transaction data used and the appropriate measure of losses in the action.
- h) Identify potential and all pending class actions in which RSIC should consider seeking lead plaintiff status, consider intervention for a limited purpose, consider opting out, and provide a recommendation on each, pursuant to RSIC’s Securities Litigation Policy.
- i) Provide interactive internet access to data, analysis, and reports for the required services.
- j) Maintain the quality and of safeguard access to data, including data provided by any third party resource, used in monitoring analysis of securities litigation, settlement claims, anti-trust litigation, and corresponding impacts on the Portfolio.
- k) Be responsive and available on an as-needed basis to confer with and provide recommendations to RSIC concerning newly filed, pending, and recently settled securities litigation, both international and domestic.

3.1.2 Optional Securities Litigation Portfolio Monitoring Services.

Provider may also provide information about optional services offered by Offeror.

- a) Recommending and acting as liaison to potential counsel and/or litigation counsel in domestic and/or international jurisdictions.
- b) Providing backup to RSIC’s custodian and/or administrator for filing of proofs of claim and making other required filings on an as-needed basis.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

- c) Providing claims preparation services in non-U.S. jurisdictions.
- d) Providing claims filing services in non-U.S. jurisdictions.
- e) Providing settlement audit services to ensure that claims are being filed correctly.

3.1.3 Required Securities Litigation Services.

Offerors responding to the securities litigation services portion of this RFP must be able to provide all of the services listed below.

- a) Identification and disclosure of any conflicts of interest that may arise if Offeror is selected to serve as legal counsel for a particular action.
- b) Provide a brief but comprehensive description of the allegation of each case or recommended potential case in which the Group Trust might seek lead plaintiff status, opt-out, or intervene for a particular purpose.
- c) Provide legal representation in all stages of securities litigation for the Group Trust, including any required appellate representation, as a member of a class, as lead plaintiff of a class, in opt-out independent actions, or as an intervenor.
- d) Provide written quarterly, and as otherwise requested, reports regarding the status of securities class actions in which Offeror provides representation.
- e) Maintain the quality and safeguard access to data, including data provided by any third party resource used in analysis of securities litigation, or otherwise provided for services provided for RSIC.

3.2.0 Minimum Qualifications.

Offeror must meet **all** of the following minimum qualifications to RSIC's satisfaction to be given further consideration. Offeror must complete Exhibit A – Minimum Qualifications Certification substantiating that all of the minimum qualifications and requirements are met. Failure to satisfy each of the minimum qualifications will result in the immediate disqualification of the proposal.

3.2.1 Minimum Qualifications – All Offerors.

- a) Offeror must accept and enter into an Agreement with substantively the same terms set forth in Section VI of this RFP, with only such revisions that are acceptable to RSIC, in its sole discretion.
- b) Offeror must provide its own work facilities, equipment, supplies, and support staff to perform the required services.
- c) Offeror must carry the following insurance coverage or must have applied for it by the contract execution date:
 - i) Workers' Compensation and Employer's Liability: min \$1,000,000
 - ii) General Liability: min \$1,000,000
 - iii) Professional Liability (Errors & Omissions): min \$3,000,000
 - iv) Malpractice min \$3,000,000.

3.2.2 Minimum Qualifications – Securities Litigation Portfolio Monitoring Services.

- a) Offeror must have at least five (5) years of experience monitoring, evaluating, and reporting on domestic and international securities litigation for two or more public pension funds with assets in excess of \$1 billion.
- b) Offeror's senior personnel must have at least five (5) years of experience monitoring, evaluating, and reporting on domestic and international securities litigation for two or more public pension funds with assets in excess of \$1 billion and one public pension plan of comparable or larger fund size than RSIC.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

3.2.3 Minimum Qualifications –Securities Litigation Services.

- a) Offeror must have actively participated as lead counsel in at least four securities litigation cases with an ultimate settlement or judgment equal to or in excess of \$25 million.
- b) Offeror must have represented at least four clients who have or are serving as lead plaintiff or co-lead plaintiffs in a securities litigation case, each client of which shall have assets of at least \$1 billion and two of which must be public pension plans of comparable or larger fund size to RSIC.
- c) Offeror must assign to the engagement with RSIC at least one principal with at least five years of experience in securities litigation and who must have litigated a minimum of four securities cases from inception to final judgement.
- d) Securities litigation must be a major area of practice for Offeror and involve substantial resources of the firm.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

IV. INSTRUCTIONS TO OFFEROR AND INFORMATION

4.1.0 General Instructions.

4.1.1 Right of Non-Commitment or Rejection.

This RFP does not commit RSIC to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. RSIC reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety, this RFP if it is in the best interest of RSIC to do so. RSIC reserves the right to award contracts to more than one Offeror if deemed appropriate and desirable.

4.1.2 Notice of Intent to Respond.

So that RSIC may provide interested parties with addendums or clarifications to this RFP, all firms intending to respond to this RFP are required to submit a Notice of Intent to Respond to RSIC no later than **November 13, 2017 at 5:00 p.m. EST**. To indicate your firm's non-binding intent to complete this RFP, please email the following information to Compliance@ic.sc.gov with "Securities Litigation Portfolio Monitoring and Securities Litigation Services RFP – Intent to Respond" in the subject line:

Firm Name:
Primary Contact for this RFP:
Title:
Street Address:
City:
State:
Zip Code:
Telephone:
Facsimile:
Email Address:

Failure to submit a Notice of Intent to Respond by November 13, 2017 at 5:00 p.m. EST will result in your Proposal being considered nonresponsive or non-qualified. An email will be sent confirming receipt of an Offeror's Notice of Intent to Respond within 24 hours of receipt by RSIC. If an Offeror does not receive a confirmation email within 24 hours of submission, please contact the Contact at Compliance@ic.sc.gov or call RSIC's office at (803) 737-6885.

4.1.3 Submission of Written Questions.

Questions from prospective Offerors regarding the information presented in the RFP must be received by RSIC in writing via e-mail to Compliance@ic.sc.gov no later than **November 20, 2017 at 5:00 p.m. EST**. Without divulging the source of the query, all questions received will be answered and circulated by e-mail to all Offerors who submitted a Notice of Intent to Respond. Questions submitted after the deadline will not be considered.

4.1.4 Preparation of Proposal – General Requirements.

So that RSIC can consider your Proposal, please submit the following information and your Proposal in the listed format.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

- (a) Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (b) Each copy of the Proposal should be bound in a single volume where practical. All documentation submitted with the Proposal should be bound in that single volume. Any company or marketing materials should be provided separately.
- (c) A flash drive containing Offeror's Proposal and a separate file with Offeror's Proposal redacted pursuant to Section 4.5 of the RFP should be included with Proposal.

4.1.5 Proposal Format.

Proposals/responses to RFP questions must be organized in the exact order in which the requirements are presented in the RFP, except as otherwise noted. All pages must be numbered. Each paragraph in the Proposal must correspond to and reference the paragraph number in the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter/number, and repeat the text of the requirement as it appears in the RFP. Information that Offeror desires to present that does not fall within any of the requirements of the RFP ("Additional Offeror Information") should be inserted at an appropriate place or be attached at the end of the Proposal and designated as additional material in a separate appendix. Please note that Additional Offeror Information will not be considered for purposes of scoring this RFP.

4.1.6 Cover Letter.

The Proposal must be accompanied by a cover letter that is signed and dated by at least one individual who is authorized to bind Offeror contractually. This cover letter must include:

- a) Offeror's name, address, and telephone/fax numbers;
- b) The name, title, and/or position which the individual holds with Offeror; and the address, telephone, facsimile numbers, and e-mail addresses of the following personnel:
 - (i) The person(s) authorized to execute the contract on behalf of Offeror with specific references to any documents necessary to evidence such authority (e.g., articles of incorporation, bylaws, partnership agreement, etc.);
 - (ii) The person(s) authorized to answer questions concerning the Proposal and to negotiate the terms of a contract. The Proposal should state that this person(s) will be available and accessible to RSIC or its designee(s) throughout the period of any contract negotiations;
 - (iii) The person(s) who will have responsibility for management of the engagement. The Proposal should state that this person(s) will be available and accessible to RSIC or its designee(s) throughout the period of any resulting contract;
- c) A summary of Offeror's ability to perform the services described herein;
- d) A statement that Offeror is willing to perform those services and enter into a contract with RSIC;
- e) The following statement:

"The offer tendered by this Proposal will remain in force and effect, and may be accepted by the South Carolina Retirement System Investment Commission, until June 1, 2018."

- f) **BY SUBMITTING A PROPOSAL, OFFEROR AGREES TO BE BOUND BY THE TERMS OF THE RFP, ITS PROPOSAL, AND ANY RESULTING CONTRACT AND CERTIFIES THAT THE INFORMATION IN THE PROPOSAL IS TRUE AND CORRECT.**

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

4.1.7 Table of Contents.

Immediately following the Cover Letter, there must be a comprehensive Table of Contents of the material included in the Proposal. The Table of Contents must clearly identify the Proposal's sections/subsections and the applicable page numbers.

4.1.8 Executive Summary.

Please submit an executive summary consisting of not more than three, one-sided pages that summarizes the contents of the Proposal with the firm's name identified on the top of the first page.

4.1.9 Minimum Qualifications Certification.

Offeror must submit with its Proposal Exhibit A – Minimum Qualifications Certification, with the appropriate sections completed based on services offered by Offeror.

4.1.10 Offeror Questionnaire.

Offeror must submit with its Proposal Exhibit B – Offeror Questionnaire, with the appropriate sections completed based on the services offered by Offeror.

4.1.11 Fee Proposal – Securities Litigation Portfolio Monitoring.

For Proposals for Securities Litigation Portfolio Monitoring, Offeror must complete and submit with its Proposal Exhibit C – Fee Proposal – Securities Litigation Portfolio Monitoring.

4.1.12 Fee Proposal – Securities Litigation Services.

For Proposals for Securities Litigation Services, Offeror must complete and submit with its Proposal Exhibit D – Fee Proposal – Securities Litigation Services.

4.1.13 Iran Divestment Act of 2014 Certification.

Offeror must complete and submit with its Proposal Exhibit E – Iran Divestment Act of 2014 Certification.

4.1.14 Open Trade Representation.

Offeror must complete and submit with its Proposal Exhibit F – Open Trade Representation.

4.1.15 RSIC Cloud Computing Security Assessment Questionnaire.

Offeror must complete and submit with its Proposal Exhibit G – RSIC Cloud Computing Assessment Questionnaire.

4.1.16 Subcontractors.

The Proposal must identify proposed subcontractors, if any, and clearly outline the work to be performed by such subcontractor(s). An official of each proposed subcontractor must sign, and include as part of the response to the RFP, a statement to the effect that the subcontractor has read and will agree to abide by Offeror's obligations. The Proposal must provide that Offeror understands and agrees that RSIC will look solely to Offeror for performance of the contract and that Offeror agrees to indemnify and hold harmless the Retirement System; RSIC; and PEBA, as co-trustees of the Retirement System; and their respective officers, agents, and employees, in both individual and official capacities, from any claim asserted by or against Offeror's subcontractors in connection with this engagement.

4.1.17 Public Record.

Upon the expiration of the Proposal Deadline, all Proposals shall be deemed a public record and shall be subject to requests for public disclosure except for matters that are protected from

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

disclosure pursuant to the South Carolina Freedom of Information Act. **PLEASE SEE SECTION 4.5.0 FOR ADDITIONAL INFORMATION RELATING TO PRIVILEGED/CONFIDENTIAL, TRADE SECRET, AND PUBLIC INFORMATION.**

4.1.18 Proposal.

The successful Offeror's entire Proposal, including, but not limited to the Cover Letter, Disclosure Statement, Subcontractor(s) statement, and any and all exhibits and appendices attached hereto, will be incorporated into any resulting contract relating to this RFP, as negotiated with RSIC.

RSIC reserves the right to interview all individuals proposed for the engagement(s). Individuals proposed for the engagement(s) must be the individuals responsible for the actual performance of services for the engagement(s). RSIC reserves the right to reject any individual proposed. No substitutes in the key members/personnel of Offeror who would provide services will be made without preapproval by RSIC. RSIC reserves the right to require the removal of any person from the engagement who, as determined by RSIC in its sole discretion, is not performing satisfactorily, with whom a conflict of interest exists at any time, or with whom the mere appearance of a conflict of interest exists at any time.

4.2.0 Communications with RSIC and Offerors.

4.2.1 The Contact for this RFP:

Mr. Brad Gainey
Director of Enterprise Resource Management and Compliance
South Carolina Retirement System Investment Commission
1201 Main Street, Suite 1510
Columbia, South Carolina 29201
Compliance@ic.sc.gov

4.2.2 Limiting Contact.

Offerors that intend to submit a Proposal should not contact any Commissioner or employee of the State of South Carolina, including but not limited to: employees of the South Carolina Office of Attorney General, RSIC, PEBA, or any other state employee other than the Contact regarding or relating in any way to this RFP. An exception to this rule applies to Offerors that currently do business with RSIC, the Retirement System, PEBA, or the South Carolina Office of Attorney General. However, any contact made by such firms with persons other than the Contact must be limited to that business and must not relate to this RFP. In addition, Offerors that intend to submit a Proposal should not discuss this RFP with any employee of the Retirement System's custodian (BNY), other RSIC/Retirement System investment managers, consultants, legal counsel, or other advisors.

4.2.3 Discussion/Negotiation.

By submission of a Proposal, Offeror agrees that during the period following issuance of a Proposal and prior to final award of a contract, Offeror **shall not** discuss this procurement with any party except those parties specifically designated by RSIC.

4.2.4 Discussion with Responsive Offerors.

Discussions may be conducted with responsive Offerors who submit Proposals for the purpose of clarification to assure full understanding of the requirements of the RFP and Proposals. All

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

Offerors whose Proposals, in RSIC's sole judgment, need clarification shall be accorded such an opportunity.

4.3.0 Submission of Proposal.

Submit one (1) original and five (5) copies of your Proposal to the Contact. An electronic copy of your Proposal response must be provided on a flash drive. If Offeror is submitting Privileged/Confidential or Trade Secret information, Offeror must also submit one complete copy of Offeror's response in redacted form as a separate file on the flash drive. The redacted copy should (i) reflect the same pagination as the original, and (ii) show the empty space from where the information was redacted. All Proposals must be delivered by **December 11, 2017 at 5:00 p.m. EST.** Proposals received after this date and time will not be considered. The required number of hard copies and an electronic copy on a flash drive of the Proposal must be delivered to the Contact.

A Proposal may be rejected if it is conditional or incomplete, deemed nonresponsive or non-qualified, or if it contains any alterations of form or other irregularities of any kind. RSIC may reject any or all Proposals and may waive any immaterial deviation in a Proposal. RSIC's waiver of an immaterial defect shall in no way modify the RFP document or excuse Offeror from full compliance with all requirements if a contract is awarded.

An Offeror may modify or withdraw a Proposal after its submission by withdrawing its original Proposal and resubmitting a new Proposal prior to the Proposal submission deadline date as applicable. Proposal modifications offered in any other manner, oral or written, will not be considered.

RSIC shall have no obligation during the evaluation to discover and report to Offeror any defects or errors in the submitted documents. Offeror, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.

4.4.0 Addenda, Errors and Omissions, and Amendments.

4.4.1 Addenda.

RSIC may modify any part of this RFP in writing by issuance of an addendum. Addenda issued prior to the final filing date for submission of Proposals will be sent to all parties who were sent the RFP. Addenda issued after the Deadline for Proposal Submission will be sent to all responding Offerors as appropriate.

4.4.2 Errors and Omissions.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, Offeror shall immediately notify RSIC of such error in writing and request clarification or modification of the document. Such notice shall be given prior to the final filing date for submission of Proposals. Clarifications by RSIC shall be issued by written notice to all parties who were sent the RFP. If, prior to the final filing date for submission, an Offeror fails to notify RSIC of a known error, or an error that reasonably should have been known, Offeror shall not be entitled to additional time by reason of the error or its late correction.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

4.4.3 Amendments.

Verbal comments or discussions by RSIC relative to this RFP cannot add, delete, or modify any written provision. Any alteration to this RFP must be in the form of a written amendment to all Offerors.

4.5.0 **Submitting Privileged/Confidential and Trade Secret Information.**

All Offerors must visibly mark each part of their Proposal that they consider to contain privileged and confidential information, or trade secrets, as set forth herein, and include a separate, redacted copy of the Proposal.

4.5.1 Overview.

Under the South Carolina Freedom of Information Act (“FOIA”), certain documents an Offeror submits to RSIC may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the Internet at: <http://www.scstatehouse.gov/code/t30c004.php>. Offerors are urged to become familiar with FOIA (Title 30, Chapter 4 of the South Carolina Code) and the Trade Secrets Act (Title 39, Chapter 8 of the South Carolina Code).

Privileged and Confidential information, as defined in S.C. Code Ann. Section 11-35-410, is “information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.” The examples of such information provided in the statute are:

- a) Customer lists;
- b) Design recommendations and identification of prospective problem areas under an RFP;
- c) Design concepts, including methods and procedures; and
- d) Biographical data on key employees of the bidder.

4.5.2 Instructions for Submitting Privileged/Confidential or Trade Secret Information.

For every document Offeror submits in response to or with regard to this RFP, Offeror must separately mark with the word “CONFIDENTIAL” on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret, as defined in S.C. Code Ann. Section 30-4-40(a)(1), or (b) privileged and confidential as that phrase is defined in S.C. Code Ann. Section 11-35-410.

For every document Offeror submits in response to or with regard to this RFP or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret, as that term is defined by S.C. Code Ann. Section 39-8-20 of the Trade Secrets Act.

All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire Proposal (bid, proposal, quote, etc.) as Confidential or Trade Secret. IF YOUR PROPOSAL, OR ANY PART THEREOF, IS IMPROPERLY MARKED AS CONFIDENTIAL OR TRADE SECRET, RSIC MAY, IN ITS SOLE DISCRETION, DETERMINE IT NONRESPONSIVE.

NOTE: MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY OR TRADE SECRET IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

4.5.3 Agreement to Release.

By submitting a Proposal to this RFP, Offeror (1) consents to the public disclosure of every page of every document regarding this RFP or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a Proposal, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously and properly marked “TRADE SECRET” or “CONFIDENTIAL”, (2) agrees that any information not appropriately marked, as required by these instructions, as a “TRADE SECRET” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, RSIC may detrimentally rely on Offeror’s marking of documents, as required by these instructions, as being either “CONFIDENTIAL” or “TRADE SECRET”. By submitting a Proposal, Offeror agrees to defend, indemnify, and hold harmless the State of South Carolina, RSIC, the Retirement System, PEBA, and their officers and employees, from every claim, demand, loss, expense, cost, damage, or injury, including attorney’s fees, arising out of or resulting from RSIC withholding information that Offeror marked as “CONFIDENTIAL” or “TRADE SECRET”. For the avoidance of doubt, RSIC shall not be bound by any Offeror’s marking of documents, as required by these instructions, as being either “CONFIDENTIAL” or “TRADE SECRET” and shall follow all applicable laws.

4.6.0 Oral Presentations.

RSIC may, in its discretion, request Offeror(s) to make oral presentations of their proposals to the Staff.

V. EVALUATION PROCESS AND AWARD CRITERIA

5.1.0 Proposal Evaluation Process.

5.1.1 Evaluation and Selection Procedure.

RSIC, and/or its designee(s), will review Proposals timely submitted by Offerors. Proposals submitted in response to this RFP may be accepted as submitted or may be used as a basis for further negotiation of specific project details with Offerors.

In evaluating qualified Proposals, the following criteria will be considered for securities litigation portfolio monitoring services:

Criteria	Weight
Experience	25%
Qualifications	25%
Assigned staff	10%
Approach to securities litigation monitoring, evaluating, and reporting	25%
References	15%

In evaluating qualified Proposals, the following criteria will be considered for securities litigation services:

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

Criteria	Weight
Experience	25%
Qualifications	25%
Assigned staff	10%
Approach to securities litigation legal services	25%
References	15%

5.1.2 Non-Qualifying or Nonresponsive Proposals.

RSIC will evaluate each proposal to determine if it was submitted in accordance with the requirements set forth in this RFP, including whether the proposing firm meets the minimum criteria. All non-qualifying or nonresponsive Proposals not subject to the waiver/cure of minor information will be rejected at this time and the proposing firm so notified.

RSIC or its designee(s) may choose to validate any aspect of the Proposal submitted. Validation may consist of on-site visits, review of records, and/or confirmation with third parties. If an Offeror's Proposal cannot be validated, the Proposal may be considered nonresponsive or non-qualified and subject to rejection.

5.1.3 Request for Clarification.

Clarifications may be requested from an Offeror at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the Proposal.

5.1.4 Award.

Proposals and any subsequent presentations should be submitted with the most favorable terms Offeror can offer. Any award resulting from this RFP shall be awarded to the responsive and responsible Offeror(s) whose Proposal(s) is/are determined to be most advantageous to RSIC, taking into consideration price, when required, and the evaluation factors set forth herein; however, RSIC reserves its right to reject any and all proposals received, and in all cases, RSIC will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.

VI. TERMS AND CONDITIONS

6.1.0 **Contract Formation, Terms, and Conditions.**

It is anticipated that some of the Proposals submitted to this RFP will be selected as the basis for negotiation of a contract with the entities submitting such offers. Such contracts must contain, in substance, the general terms and conditions as set forth in this RFP (as applicable), and such other provisions as required by RSIC for the particular engagement. The terms and conditions in Sections 6.1.1 through 6.1.19 may differ slightly in the final legal document(s) depending on the engagement.

RSIC reserves the right to reject any and all Proposals submitted and to negotiate with Offeror(s) additions, deletions, or modifications to the terms of Proposals submitted. RSIC will not sign an Offeror's standard form contract that does not contain the requisite provisions required by RSIC.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

The form and content of the resulting contract, if any, will depend on the services to be provided and the structure of the relationship for the particular engagement.

6.1.1 Scope of Work.

Offeror shall perform the services described in the applicable Scope of Services set forth in this RFP.

6.1.2 Relationship between the Parties.

The relationship of Offeror to Client and participants of the Retirement System under the Agreement shall be that of a fiduciary and the Offeror agrees to discharge its duties as set forth in South Carolina Code Ann. Section 69-16-40, and any policies and regulations that are or may be promulgated pursuant thereto (as applicable to the particular engagement). The relationship of Offeror to Client shall also be that of an independent contractor. Neither Offeror nor its agents or employees shall be deemed employees of Client for any purpose whatsoever. Offeror shall not represent that it, or its agents or employees, are agents or employees of Client and shall have no power or authority to bind or obligate Client, except as provided in the Agreement. Offeror shall be liable for and pay all taxes required by local, state, or federal governments, including but not limited to, social security, workers' compensation, employment security, and any other taxes and licenses required by law. No employee benefits of any kind shall be paid by Client to or for the benefit of Offeror or its employees, agents, or servants.

6.1.3 Term of Agreement and Termination.

- a) Duration. The Agreement shall be for a period commencing on the Effective Date and continuing through the period ending on or about June 30, 2023. The Agreement may be extended for additional periods as appropriate and agreed to by the parties.
- b) Termination. The Agreement may be terminated for convenience by Client upon not less than three (3) business days' written notice; provided, however, that Client may, in its sole discretion and upon written notice to Offeror, terminate this Agreement immediately if Offeror is in breach of any term, condition, standard, obligation, or warranty in the Contract Documents (as defined below). Upon termination of the Agreement, Offeror shall provide Client with the materials required by the Scope of Services through the effective date of termination of the Agreement.
- c) Liability. Notwithstanding any termination of the Agreement, Offeror shall not be relieved of liability to RSIC for the damages sustained by RSIC by virtue of breach of this Agreement by the Offeror or any other act or omission by the Offeror. Offeror shall be liable to Client for all loss and damage arising from or relating to termination due to Offeror's breach of its obligations under the Agreement, negligence, breach of fiduciary responsibility (as applicable to the particular engagement), misconduct, bad faith, or fraud, including the cost to Client to complete performance or to obtain other similar service providers to complete performance, including reasonable attorney's fees and costs. Client may withhold from amounts due to Offeror any sum necessary to repay in whole or in part all loss or damage arising or to arise to Client from such termination.

6.1.4 Fees.

- a) Applicable Fees. Offeror shall be paid fees for its services rendered pursuant to the Agreement.
- b) S.C. Code Ann. Section 11-9-105. As provided in the Agreement, Offeror shall complete all services outlined in the applicable Scope of Services. In the event all services are not fully rendered as provided in the Agreement, any monies which have

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

been pre-paid by Client under the Agreement for services not yet rendered must be refunded to Client along with a twelve percent (12%) penalty for failure to perform. Payment made pursuant to this provision shall not be construed as a waiver by Client of any claim, mitigation, or satisfaction of damages that may be payable.

- c) Non-Appropriations. Any contract entered into by RSIC resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year, as determined by RSIC's Chief Executive Officer.

6.1.5 Confidentiality.

- a) Confidential Relationship. All non-public information provided by Client, Client's designated third party, or the Custodian to Offeror shall be considered confidential. All recommendations, advice, and other work product of Offeror regarding Client's investments or Client's relationship with Offeror shall be considered confidential. Offeror agrees to take all necessary steps to safeguard confidential material. Offeror agrees not to release any confidential information without the express written consent of Client and further agrees not to use any confidential information for any other purpose other than performance under a resulting contract; provided, however, Offeror may disclose or communicate confidential information to a proper party as is necessary to carry out the purposes of the Agreement or as may be required by law.

In the event Offeror receives a subpoena or any validly issued judicial process requesting confidential information, Offeror shall promptly notify Client in order to allow Client to challenge such legal process or request for information before disclosure by Offeror. Further, Offeror shall release such information only (a) in accordance with applicable laws, (b) upon Client's written consent, which shall not be unreasonably withheld, or (c) upon Offeror's receipt of a Court Order or other legal process requiring release.

- b) Approval of Publicity Releases. Offeror shall not include Client's names in its published list of clients without prior approval of Client. With regard to news releases, only (a) the name of Client, and (b) the type and duration of the Agreement may be disclosed, and then only with prior written approval of Client. Offeror agrees not to publish or cite in any form any comments or quotes from any of Staff without the prior written approval of Client. Offeror further agrees not to refer to award of the Agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Client.
- c) Proprietary Information. Any and all reports, analyses, and data, whether statistical or otherwise, prepared specifically and exclusively for Client by Offeror pursuant to the Agreement shall become the property of Client and may be used for such purposes as Client shall deem appropriate unless such use is otherwise prohibited by the Agreement. Notwithstanding anything to the contrary contained in the Agreement, it is understood and agreed that Offeror shall retain all of its rights in methods of analysis, ideas, concepts, expressions, know-how, methods, techniques, skills, knowledge, and expertise possessed by Offeror prior to, or acquired by Offeror during the performance of the Agreement and Offeror shall not be restricted in any way with respect thereof. In the event the work product provided to Client incorporates any of Offeror's intellectual capital, Offeror hereby grants Client a non-transferable, non-exclusive license to use such intellectual capital for purposes of utilizing the work product. If

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

Offeror specifically identifies information as trade secrets or proprietary information, Client agrees that it shall not disclose information so identified with any other person without the prior written approval of Offeror, except in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including, but not limited to, the South Carolina Freedom of Information Act. Offeror agrees that it will not unreasonably withhold its approval in relation to an audit or other inquiry. In the event Client receives a subpoena, or any validly issued judicial process requesting such information, Client shall promptly notify Offeror to allow Offeror to challenge such legal process.

6.1.6 Conflicts of Interest; Code of Conduct.

Offeror must disclose to Client any known relationship between Offeror and any investment manager or other service provider or vendor for RSIC. Offeror must disclose any past or current actual, potential, or perceived conflicts of interest with the Staff, Commissioners, Trustees, or the South Carolina Attorney General's Office, including but not limited to State officials and disclose any potential conflict of interest relating to Offeror's performance of the Agreement. Offeror and its employees will comply with the code of conduct set forth in S.C. Code Ann. Section 9-16-360(B), as amended (as applicable with regard to this RFP and resulting Agreement(s)).

6.1.7 Representations and Warranties.

Offeror must represent, warrant, and covenant as follows:

- a) Offeror possesses a high degree of skill and experience in the areas for which Offeror is submitting a Proposal (securities litigation portfolio monitoring and/or securities litigation services, as applicable); it maintains and will maintain a professional staff and facilities to perform the services required by the Agreement;
- b) Offeror has disclosed to Client any past, pending, or threatened litigation, including but not limited to malpractice claims, and all administrative, state ethics, disciplinary proceedings, and any other claims against the Offeror and any of the attorneys or other professionals proposed to provide services to the Commission or any other regulatory authority related to its performance of duties. Offeror will promptly disclose any future such litigation or investigations, unless prohibited by law from doing so. Failure to comply with the terms of this provision shall constitute a material breach of the Agreement.
- c) Offeror shall keep, maintain, and make available all books, records, and documents related to the services performed under the Agreement for the audit and examination by authorized personnel of Client upon prior written notice and at reasonable times and places during the term of the Agreement and for six (6) years thereafter.

6.1.8 Choice-of-Law.

The Agreement shall be considered to be a South Carolina contract and shall be deemed to have been made in Richland County, South Carolina, regardless of the order in which the signature of the parties shall be affixed hereto. The Agreement and any dispute, claim, controversy, rights, and liabilities of the parties relating to the Agreement shall, in all respects, be determined, interpreted, construed, enforced, and governed by and in accordance with the laws of the State of South Carolina.

6.1.9 Choice of Forum.

- a) Offeror and Client consent to the exclusive jurisdiction of the courts of the State of South Carolina. Further, Offeror and Client agree that any suit, action, or proceeding

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

arising out of or relating to the Agreement shall be instituted only in the courts of the State of South Carolina. Each party waives any objection it may have now or hereafter to venue of any such suit, action, or proceeding within the State of South Carolina.

- b) The State of South Carolina (including the Commission, RSIC, and the Retirement System) expressly reserves its sovereign immunity and its immunity under the Eleventh Amendment of the United States Constitution.

6.1.10 Force Majeure.

If either party is rendered unable by force majeure or any other cause of any kind not reasonably within its control, wholly or in part, to perform or comply with any obligation or condition of the Agreement, upon such party's giving timely notice and reasonably full particulars to the other party, such obligation or condition shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period. The cause of the suspension shall be remedied so far as possible with reasonable dispatch.

The party that is unable to perform according to the terms of the Agreement due to an occurrence covered by this provision shall immediately notify the other party of any change in circumstances giving rise to the suspension of its performance and of its resumption of performance under this Agreement.

The term "Force Majeure" shall include, without limitation by the following enumeration, acts of God, terrorism or the public enemy, the elements, fire, accidents, breakdowns, strikes and any other industrial, civil, or public disturbance, or any act or omission beyond the reasonable control of the party having the difficulty, and any restrictions or restraints hereafter imposed by laws, orders, rules, regulations, or acts of any government or governmental body or authority, civil or military.

6.1.11 Indemnification.

- a) Offeror shall indemnify and hold harmless Client and its officers, trustees, and employees and their respective successors and assigns and the Retirement System (collectively, the "Client Parties") for any liabilities, losses, damages, reasonable attorneys' fees, costs, or expenses (including, without limitation, costs of investigation) that Client Parties may incur in connection with the Agreement, or the transactions contemplated hereby, arising from or relating to Offeror's breach of its obligations under the Agreement, negligence, breach of fiduciary duty, misconduct, bad faith, or fraud. Client's or Client Parties' rights hereunder are cumulative to any rights it may otherwise have in law or equity.
- b) Upon receipt by Client or any Client Parties of any claim with respect to which it may be entitled to indemnification under this section, Client shall promptly notify Offeror in writing thereof, enclosing a copy of all papers, if any, served; provided, however, Client's failure or delay in so notifying Offeror shall not affect Offeror's liability hereunder.
- c) Offeror shall not settle any claim relating to the Agreement without the prior written consent of Client, which shall not be unreasonably withheld.

6.1.12 Affirmative Action (Anti-Discrimination).

Offeror shall comply with all applicable federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

to or discrimination by reason of race, color, religion, sex (including pregnancy), national origin, age (40 and above), disability, genetic information, or military or veteran status.

6.1.13 Compliance with State Law and Industry Standards.

During the term of the Agreement, Offeror shall comply with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

- a) Offeror (1) acknowledges that, effective September 8, 2014, S.C. Code Ann. Section 11-57-10 *et seq.*, prohibits Client from entering into a contract with certain persons or entities engaging in certain statutorily specified types of investment activities in Iran, and (2) agrees that Offeror will at all times act in accordance with the requirements of this law.
- b) Offeror (1) acknowledges that S.C. Code Ann. Section 11-35-5300 prohibits Client from doing business with an Offeror engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade as defined in S.C. Code Ann. Section 11-35-5300, and (2) agrees that Offeror will at all times act in accordance with the requirements of this law.

6.1.14 Maintain Licenses and Disclosure of Changes to Registrations.

- a) During the term of the Agreement, Offeror shall have and maintain, in good standing, all licenses (including professional licenses, if any), permits, and inspections, including any related fees for any such licenses, permits, and/or inspections, required by any state, county, city, or other government entity or unit to accomplish the work specified in the Agreement.
- b) Notwithstanding any other provision of the Agreement, Offeror shall disclose to Client, within one (1) business day following, an event which Offeror reasonably believes could have an adverse effect on Offeror's ability to perform under the Agreement. A non-exclusive list of such events is:
 - (i) any known investigation by federal or state agencies or self-regulatory organization of Offeror (for lack of doubt, a routine examination shall not be considered an investigation);
 - (ii) any known complaint against Offeror filed with a federal or state agency or self-regulatory organization;
 - (iii) any known proceeding naming Offeror before any federal or state agency or self-regulatory organization; and
 - (iv) any fine, penalty, censure, or other disciplinary action taken against Offeror or any principal or key person of Offeror.

6.1.15 Corporate Changes.

Offeror shall notify Client of any material changes in Offeror's structure, compensation plan for key employees, as set forth in Exhibit H – Key Employee List, or personnel within ten (10) business days of the change. Offeror shall notify Client of any material changes in the ownership of Offeror or any entity which has a material ownership interest in Offeror within ten (10) business days of the change. A change of twenty percent (20%) or more in ownership is considered a material change for purposes of this provision.

6.1.16 Bankruptcy.

In the event Offeror enters into proceedings relating to Offeror's bankruptcy, whether voluntary or involuntary, Offeror agrees to furnish written notification of the bankruptcy to Client. Such notification shall be furnished within two (2) days of the initiation of the proceedings relating to

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

the bankruptcy filing. The notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed. Any contract entered into between Offeror and Client is voidable and subject to immediate termination by Client upon Offeror's insolvency, which shall include the filing of proceedings in bankruptcy.

6.1.17 Drug-Free Workplace.

In accordance with S.C. Code Ann. Section 44-107-60, as amended, this Agreement is subject to immediate termination, suspension of payment, or both, if Offeror fails to comply with the Drug Free Workplace Act, codified at S.C. Code Ann. Sections 44-107-10 *et seq.*

6.1.18 Fiduciary Status.

Offeror, by execution of the Agreement, acknowledges and agrees (a) to be a fiduciary to RSIC and the Group Trust); (b) that it must discharge its fiduciary duties consistent with S.C. Code Ann. Section 9-16-40; (c) that as a fiduciary, it is liable as set forth in Section 9-16-70; (d) that any agreement purporting to limit its liability as a fiduciary is void under Section 9-16-70(B); and that, consistent with Section 9-16-70(D), it must disclose the terms of certain liability insurance, and Offeror agrees to provide disclosure within twenty (20) business days from obtaining of such liability insurance. Offeror acknowledges that it and its employees are required to comply with the code of conduct set forth in S.C. Code Ann Section 9-16-360(B), as amended. Offeror shall not be responsible for a breach by any other fiduciary.

6.1.19 Waiver.

- a) No waiver by either party of any provision of this Agreement shall constitute a subsequent waiver of the same or any other provision.
- b) Neither the failure of Client at any time to require performance by Offeror of any provision of this Agreement, nor the continued payment of Offeror by Client, shall in any way effect Client's right to enforce any provision of this Agreement. Client's or Offeror's waiver of any breach of any provision of this Agreement shall not be construed or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

6.1.20 Notice.

- a) Any and all notices shall be in writing and shall be deemed duly given (1) upon actual delivery to the person identified below, if delivery is by hand, (2) upon receipt by the transmitting party of confirmation or reply, if delivery is by facsimile, telex, or electronic mail; or (3) three business days after deposit into the United States mail, if delivery is by certified mail return receipt requested. Each such notice shall be sent to the respective party at the following address or to any other address as the respective party may designate by notice delivered pursuant hereto.
- b) All notices required by this Agreement shall be directed to the following:

As to Client:

SC Retirement System Investment Commission
Attn: Legal Division
1201 Main Street, Suite 1510
Columbia, South Carolina 29201
Facsimile: (803) 737-6885
Email: Compliance@ic.sc.gov

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

As to Offeror:

6.1.21 Contract Documents and Precedence.

- a) Offeror and Client agree to be governed by the terms and conditions set forth in the Agreement, including all Exhibits and/or Schedules attached thereto, and any amendments to the Agreement, or its Schedules and Exhibits, the RFP, and Offeror's Proposal ("Contract Documents"). In the event of any dispute between the parties with regard to the meaning of these documents, the order of precedence shall be, with the lower numbered documents taking precedence over higher numbered items, as follows:
- (i) The Agreement;
 - (ii) Offeror's Proposal, which will be incorporated into the Agreement by reference; and
 - (iii) The Request for Proposals dated (October 30, 2017), which will be incorporated into the Agreement by reference.
- b) The document with the lower number will be deemed dominant and the document with the higher number will be subsidiary. The dominant documents must be interpreted and construed as a whole before attempting to reconcile a subsidiary document.

6.1.22 Arbitration and Trials by Jury.

For the avoidance of doubt and notwithstanding any provision contained in any contract documents entered into by Offeror and Client, Client does not consent to compulsory arbitration or waiver of its right to a trial by jury in any suit, action, claim, or proceeding arising under any contractual relationship between Offeror and Client.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT-A - MINIMUM QUALIFICATIONS CERTIFICATION

Offeror Name

Offeror must certify that the firm satisfies **all** of the minimum qualifications stated in the applicable provisions of Section III of this RFP to be given further consideration. The statement must contain sufficient information as prescribed to assure RSIC of its accuracy. **Failure to satisfy each of the minimum qualifications applicable to the Offeror’s Proposal, and based on RSIC’s sole judgment, will result in the immediate disqualification of the proposal.** The signature of the authorized representative of Offeror represents and warrants that Offeror has met **all** of the minimum qualifications on or before DATE. The insurance coverage requirement must be met no later than the contract execution date.

Please complete the following sections as applicable.

Minimum Qualifications – Securities Litigation Portfolio Monitoring Services.

1. Offeror must have at least five (5) years of experience monitoring, evaluating, and reporting on domestic and international securities litigation for two or more public pension funds with assets in excess of \$1 billion. Please provide specific details.
2. Offeror’s senior personnel must have at least five (5) years of experience monitoring, evaluating, and reporting on domestic and international securities litigation for two or more public pension funds with assets in excess of \$1 billion, and one public pension plan of comparable or larger fund size than RSIC.

Name of Senior Personnel:	Securities Monitoring, Evaluating, and Reporting Experience:	Years of Experience:

Names of clients (2): _____

Please list the names of other clients, as applicable.

Minimum Qualifications – Securities Litigation Services.

3. Offeror must have at least four major clients who have or are serving as lead plaintiff or co-lead plaintiffs in a securities litigation case, each client of which shall have assets of at least \$1 billion and two of which must be public pension plans of comparable or larger fund size than RSIC.

Major Client:	Case Name:	Total Assets:	Public Pension Plan (Yes/No):

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

4. Offeror must have at least five years of experience in securities litigation and must have litigated a minimum of four securities cases from inception to final judgement. Please provide specific examples.
5. Securities litigation must be a major area of practice for Offeror and involve substantial resources of the firm. Please provide specific information.

Minimum Qualifications – All Offerors.

1. Offeror must provide its own work facilities, equipment, supplies, and support staff to perform the required services. Please provide specific information.
2. Offeror must carry the following insurance coverage or must have applied for it by the contract execution date:
 - a. Workers' Compensation and Employer's Liability: min \$1,000,000
 - b. General Liability: min \$1,000,000
 - c. Professional Liability (Errors & Omissions): min \$3,000,000
 - d. Malpractice Insurance min \$3,000,000
 - e. Cyber Insurance*

Authorized Signature

Print Name

Title

Date

*Cyber insurance is not a minimum requirement, but if Offeror has cyber insurance coverage, please disclose the policy limits.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT B – OFFEROR QUESTIONNAIRE

Offerors for Securities Litigation Portfolio Monitoring Services and Offerors for Securities Litigation Services should respond to Section 1 of Exhibit B. Offerors should also respond to Sections 2 and/or 3 of Exhibit B, as applicable to Offeror (Section 2 for Securities Litigation Portfolio Monitoring Services and Section 3 for Securities Litigation Services).

Section 1: General Information

1. Please provide the following information with respect to Offeror:
 - a. A brief history of Offeror, including the year of organization;
 - b. The location of Offeror's headquarters and branch offices and indicate which office would service RSIC; and
 - c. The ownership structure of Offeror, including any parents, affiliated companies, or joint venture partners.
2. Please list all subcontractors and the expected amount of fees each will receive under any contract awarded under this RFP.
3. Within the past five years, have there been any significant developments in Offeror such as changes in ownership, restructuring, or personnel reorganizations?
4. Please describe any such anticipated changes in your organization in the next 12 months.
5. Has Offeror, any officer, principal, or key person been subject to any regulatory investigation, disciplinary action, or other formal proceeding in the past 5 years? Please describe any occurrences and the resulting resolution.
6. Has Offeror or any officer or principal been sued in the last 5 years by a client or any third party in relation to services provided to any client? Please describe any occurrences and the resulting resolution.
7. Describe the on-boarding and implementation process and estimated timeline, including any contingencies, before Offeror can begin providing services.
8. Provide the names and contact information for at least three public pension fund clients of Offeror that have utilized specified members of the team for work similar to that covered by this RFP to serve as references.

Section 2: Securities Litigation Portfolio Monitoring Services

1. How many years of experience does Offeror have providing securities class action monitoring and claim filing services in the U.S. and internationally?
2. Provide a list of clients and contact information. Include public pension funds.
3. Describe Offeror's methodology for researching, identifying, filing, and monitoring:
 - a. Securities class action cases;
 - b. Settlements; and
 - c. Reconciling loss calculations and claim disbursements.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

4. Describe the processes and differences between class action filing in the U.S. and internationally.
5. Does Offeror monitor and file securities class action filings in jurisdictions outside the U.S.? If so, please provide the following:
 - a. Which jurisdictions;
 - b. Number of active jurisdictions in Offeror's system;
 - c. How many years of experience does Offeror have filing international cases;
 - d. How many cases have been filed;
 - e. Describe Offeror's process for filing international cases;
 - f. For markets where filing is not possible, how does Offeror handle such situations. Which markets are of particular concern for this issue?
6. How many claims/cases does Offeror file each year on behalf of clients for securities class actions?
7. Does Offeror file for open and closed client accounts?
8. Please describe Offeror's method for calculating losses and expected recovery amounts.
9. Describe the capability of Offeror to on-board, store, secure, and back-up large volumes of data, transactions, and holdings for monitoring and filing.
10. Describe the on-boarding and implementation process and estimated timeline before Offeror begins to research, file, and monitor securities class action claims.
11. Does the firm have sample reports of securities litigation class action claim filing services? Is this information available in real-time to clients. If so, how is this information made available to clients?
12. Does Offeror provide settlement audit services to ensure that claims are being filed correctly?

Section 3: Securities Litigation Services

Provide a list of clients and contacts. Include public pension funds.

1. Please provide the following information with respect to Offeror's team:
 - a. The identities of individuals that would provide legal services to RSIC;
 - b. The areas of law in which each specializes;
 - c. The extent to which each individual has analyzed laws and provided advice on securities litigation matters;
 - d. The courts each is admitted to practice and the year of admission;
 - e. Any disciplinary actions or criminal indictments brought against any individuals and the disposition of such actions or indictments; and
 - f. The planned division of responsibilities among members of the team, including an approximate percentage of the time each individual is expected to devote to performing services for RSIC.
2. Provide a detailed description of the experience and participation in the field of securities litigation by each identified member of the team.

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT C - FEE PROPOSAL – SECURITIES LITIGATION PORTFOLIO MONITORING SERVICES

1. Standard Fees. Provide pricing for the services described in the relevant portion of the Scope of Work. Pricing should be provided in a manner that is consistent with industry standards. Offeror must identify any and all limitations and maximums (e.g., the number of accounts/transactions/unique identifiers, etc.).
2. Other Fees. Provide pricing for any and all other fees that are not included in the Standard Fees that would be charged (i.e., implementation/on-boarding, wire/check processing, re-filing/back filing of claims, look-back/gap analysis, etc.).
3. Optional/Alternative Pricing. Offeror may propose alternative pricing structures, including multi-year pricing, provided it has submitted pricing information under Items 1 and 2 above. Offeror has full discretion in what it may propose. However, RSIC is under no obligation to accept such proposals.
4. Payment Discount Options. Please provide a list of any payment discount options (e.g., discounts for prompt payment, etc.).

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT D - FEE PROPOSAL – SECURITIES LITIGATION SERVICES

1. Standard Fees. Provide a detailed schedule with hourly rates for all individuals who will perform the services detailed in the relevant portion of the Scope of Work.

2. Alternative Fee Arrangements. Provide a detailed explanation of Offeror's willingness to accept i) a multi-tiered, multi-variable fee schedule in which litigation counsel's compensation will vary depending upon the size of the total recovery, as well as such variables as the point in the case where settlement negotiations are completed or a final judgement is obtained; or ii) other non-traditional contingency fee arrangements, which will align the interests of Offeror and RSIC in terms of maximizing recovery for the Group Trust. Please include:
 - a. The number of engagements over the last five years in which Offeror agreed to such an arrangement;
 - b. Offeror's fee in any awarded securities class action case;
 - c. The case name and location of the proceedings;
 - d. The date of the award;
 - e. The dollar amount of the award (delineating costs and attorney's fees separately);
 - f. The total amount of the award as a percentage of the judgement; and
 - g. The total amount of the award as a percentage of assets recovered for the class.

3. Other Fees. Provide pricing for any and all other fees and expenses not included in the Standard Fees or the Alternative Fee Arrangements that would be charged (e.g., implementation/on-boarding, wire/check processing, court expenses, expert expenses, etc.).

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT E - IRAN DIVESTMENT ACT OF 2014 CERTIFICATION

IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	(Not used)

(Revised July 7, 2015)

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT F – OPEN TRADE REPRESENTATION

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT G - RSIC CLOUD COMPUTING SECURITY ASSESSMENT QUESTIONNAIRE

INSTRUCTIONS: Please respond to all of the following questions with as much detail as the service provider deems necessary for RSIC to make an informed decision about the service.

1. DATA OWNERSHIP:
 - a. Will RSIC retain sole ownership of all data stored and created in the cloud?
 - b. Will there be any access to RSIC data by users other than RSIC employees? If so, please explain.
2. DATA PROTECTION:
 - a. How does the service provider ensure that there is no unauthorized access or use of RSIC's data (i.e., disclosure to third parties, copies created, use in test environments, etc.)?
 - b. Does the service provider limit remote access of RSIC data to personnel and contractors that are providing technical support?
3. DATA LOCATION:
 - a. Where will RSIC data be stored? Please include data backups and disaster recovery locations.
4. ENCRYPTION:
 - a. Will RSIC data be encrypted in transit? If so, please specify the type of encryption used.
 - b. Will RSIC data be encrypted at rest? If so, please specify the type of encryption used.
 - c. Will RSIC data be encrypted during backups and in storage?
 - d. What standards does the service provider use for encryption (i.e., NIST, FIPS, etc.)?
 - e. How does the service provider create and manage encryption keys?
5. BREACH NOTIFICATION:
 - a. How does the service provider define a breach of RSIC data?
 - b. How soon and in what form will the service provider notify RSIC of a breach of RSIC data?
6. CONTRACT AUDIT:
 - a. Will RSIC be permitted to audit the service provider's policies and procedures (i.e., contract terms, system security, data centers, etc.)?
 - b. Does the service provider have a service organization control report (i.e., a SOC report)? If so, please provide a copy.
 - c. Does the service provider have any other reports or certifications that further demonstrate the service provider's ability to provide confidentiality, integrity, and availability of RSIC data (i.e., ISO/IEC 27001, FISMA, FedRAMP, CJIS, etc.)? Please provide a copy of each report or certification referenced in response to this question.
 - d. Does the service provider perform system vulnerability tests and can results be made available to RSIC upon request?
 - e. Will the service provider provide RSIC, upon request, with logs and other digital records necessary to perform a forensic investigation?
7. STAFFING:

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

- a. Does the service provider conduct background checks on employees and/or contractors? If so please, explain what types of employees or contractors are subject to background checks and how frequently they are performed.
 - b. What, if any, other means of vetting employees are used by the service provider?
 - c. Will any party other than the service provider host or have access to RSIC information? If so, please provide a list of all third parties.
8. BACKUPS:
- a. Does the service provider have a Service Level Agreement (SLA)? If so, please provide a copy.
 - b. Can RSIC data be restored separately from other data?
 - c. How is encryption ensured during the restoration process?
 - d. Does the service provider have a Business Continuity Plan (BCP)? If so, please provide a copy or explain the service provider's BCP in detail.
 - e. Does the service provider have a Disaster Recovery Plan (DRP)? If so, please provide a copy or explain the service provider's DRP in detail.
 - f. Does the service provider test its BCP and DRP? If so, how frequently and provide dates for the last two tests of the BCP and the DRP.
9. SECURITY PRACTICES:
- a. Does the service provider have documented security controls based on industry standards including but not limited to the items listed below?
 - i. Firewall
 - ii. Two-factor authentication
 - iii. Security training
 - iv. Desktop protection
 - v. Whole disc encryption
 - vi. Access controls
 - vii. Physical and environmental controls
 - viii. Security log monitoring
 - ix. Patch management
 - x. Intrusion Detection System/Intrusion Prevention System
 - b. What system and network activity is logged and how is it maintained? Will RSIC, upon request, have access to any of these logs?
10. TERMINATION OF SERVICE:
- a. Upon termination of the contract, what are the service provider's procedures for exporting and destroying RSIC data?
 - b. Please explain the process by which RSIC data would be exported from the service provider in the event of termination or similar circumstances?
 - c. How does the service provider destroy data?
 - d. Does the service provider provide any certification that data has been destroyed?
11. LEGAL MATTERS:
- a. How does the service provider respond to legal requests for its data, including subpoenas, litigation holds, etc.?
 - b. What are the service provider's policies and procedures for responding to legal requests for client data, including subpoenas, litigation holds, or Freedom of Information Act (FOIA) requests?

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

- c. Will the service provider notify RSIC in the event of any litigation or regulatory actions against the service provider that could have a material impact on the services provided to RSIC?
12. ACCESS TO DATA:
- a. Please provide a list of the service provider's employee types that will have access to RSIC data, the number of such employees, and the level of access each requires.
 - b. Please provide a list of the service provider's contractors that will have access to RSIC data, the number of such contractor's employees with access to RSIC data, and the level of access each requires.
 - c. Does the service provider follow the practice of least privilege?
 - d. Does the service provider have segregation of duties?
13. SOFTWARE DEVELOPMENT:
- a. What method of software development does the service provider utilize (i.e., SDLC, OWASP, SAMM, etc.)?
 - b. Does the service provider provide notification to clients prior to upgrades and changes to the system?
14. DATA AVAILABILITY:
- a. What is the service provider's expected up-time for RSIC access to the service?
 - b. Does the service provider's service have regular maintenance windows, and if so, what are they?

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

EXHIBIT H – KEY EMPLOYEE LIST

The following is a list of Key Employees of Offeror who would directly perform services for the Commission pursuant to this Agreement:

South Carolina Retirement System Investment Commission

Securities Litigation Portfolio Monitoring and Securities Litigation Services

ATTACHMENT A - IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate officer state title: _____

(Name - Please Print)