



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR PROPOSAL
("RFP")
(RFP-2023-001)
(Revised 10/10/2022)
for
Financial Planning Services**

Release Date: 9/2/2022
Proposals Due: 10/13/2022

* Proposals not received by deadline will be rejected and returned unopened.

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003 - BACKGROUND

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a multi-facility community mental health and mental retardation Center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a the University Health System. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

004 - SCOPE OF SERVICES

The Center is requesting proposals from qualified firms to provide a: comprehensive evaluation and analysis of its Employee Retirement Savings Plan structure with recommendations regarding the most cost effective plan design, administration, advising, recordkeeping, servicing and compliance solutions, including recommendation of specific providers. CHCS currently sponsors both 401(a) and 457(b) Plans for its employees. CHCS is particularly interested in: streamlining plan structure to achieve the most efficient administration; maximizing employee participation through strong employee investment education, enrollment system and other web-based tools; prudently maximizing overall investment performance; minimizing fees charged to the plan sponsor, employees and the plan; and maintaining regulatory compliance.

Center Retirement Plans

Currently the Center sponsors IRS qualified 401(a) and 457(b) Plans for its employees.

Employees automatically become participants in the 401(a) plan after one year of service with the Center. As of August 31, 2022, the CHCS 401(a) Plan had 646 participants. The 401(a) Plan is funded solely by Center contributions. The Center's Board of Trustees currently has fiduciary responsibility for the assets of the 401(a) Plan and makes all investment decisions with the guidance of its current investment advisor.

The Center also provides an IRS qualified 457(b) Plan for its employees who elect to participate in the plan. This Plan is participant-directed and as of August 31, 2022, the 457(b) Plan has 828 participants. The 457(b) plan is funded solely by employee contributions. CHCS also matches up to 3% of employee contributions to their 457(b). This match is funded in the employee's 401(a) account.

The Center does allow active or no longer active employees to take out loans with their 457 funds and will follow a repayment schedule. The Center does NOT provide loans against an active or no longer active employee's 401a funds.

The CHCS Plan Administrator of the 401(a) and 457(b) Plans is the Vice President of People & Culture, who reports to the Chief Executive Officer.

Minimum Services to be Performed

Services shall include but may not be limited to the following criteria set forth by the Center. If you are selected as the provider, you agree to the minimum service standards.

Selected Contractor shall provide high quality, efficient plan administration and services including, but not limited to:

- 1) Maintain plan-level and participant records;
- 2) Timely turnaround on participant requests including, but not limited to, phone requests to local representatives, fund transfer requests, distribution requests, loan requests, and fulfillment;
- 3) Provide all compliance and plan documents required by the current plan regulations;
- 4) Provide and monitor Salary Reduction Agreements;
- 5) Maintain and administer accounts providing participants' statements on demand, or no less frequently than each calendar quarter;
- 6) Provide a detailed list, including but not limited to, plan participants and contribution amounts, upon request;
- 7) Provide a written plan document that is fully compliant with all IRS requirements and customized to fit the needs of the Plan Sponsor;
- 8) Oversee all aspects of IRS compliance with the Plans by all parties involved. In the event of an IRS audit, provider or providers will represent both or each entity at the audit;

- 9) Develop and maintain all employee files to ensure that each participating employee has an IRS/NTSAA compliant Salary Reduction Agreement on file;
- 10) Prepare communication materials to be distributed to all eligible employees;
- 11) Review all employee contributions and perform all necessary calculations to ensure compliance with all IRS regulations pertaining to 457b program;
- 12) Review all contributions to ensure that additions to the Retirement Plan program(s) for each participant are with limits prescribed by Section 415 of the Internal Revenue Code;
- 13) Provide an administrative procedure manual to be used by each entity, the Center and Contractor, to administer the program. This manual shall include master copies of all forms required for the Retirement Plan program(s) process;
- 14) Review all employee Salary Reduction Agreements, and ensure all signatures have been obtained on the forms to verify compliance with the Internal Revenue Code and applicable regulations;
- 15) Maintain and archive all participant Retirement Plan program(s) files and ensure strict confidentiality of all employee data, records, and files. Vendor will not make available to any outside vendor or sales/marketing organization, any records or information pertaining to employees;
- 16) Meet with identified Center management staff(s) within thirty (30) days after the contract execution date to present the proposed communication material, and to jointly establish a preliminary implementation plan and open enrollment program and schedule;
- 17) Furnish to each employee eligible for the plan, information outlining and defining all plan features, vendor services, investment options, and all fees (i.e. find expenses, revenue sharing arrangements, wrap fees and any other fees charged to the program). The initial proof must be provided to the Center in a timely manner, but not later than thirty (30) days prior to the contract effective date. The Center shall review and approve the information prior to distribution;
- 18) Performance guarantees must be approved, and a draft contract or contracts must be prepared and executed prior to the contract effective date;
- 19) Furnish sufficient copies of a plan summary for each employee during the open enrollment period (if applicable);
- 20) Provide plan-level quarterly and cumulative year-to-date investment performance reports both gross and net of all related fees for all available investment options to the Center and identified consultant (if applicable);
- 21) Provide a plan-level open-architecture mutual fund and commingled fund environment for participant choice;
- 22) Issue and maintain all required forms for all investment products offered through a Center-sponsored plan;
- 23) Provide full transition services to transfer funds from non-selected providers, inclusive of contract credits to encourage funds transfers;
- 24) Provide mutually agreed upon goals for increasing participation in the programs and a strategic and tactical plan for accomplishing these goals;
- 25) Provide and/or make available materials and personnel to communicate the features and benefits of the 457b/401(a) plans for retirement purposes, including, but not limited to:
 - a) On-site communication and education at least four times per year, inclusive of each major work-site, and special meetings as required;
 - b) Availability of one-on-one assistance for plan participants by appointment at any time;
 - c) Materials that are easy to understand;
 - d) Retirement planning, financial wellness, investment strategies and other applicable financial education provided in-person and/or in an online (live webinar) format;

- 26) Be willing to assist with group and/or one-on-one meetings for all eligible employees during regular new-hire orientation periods, open enrollment, as well as ongoing;
- 27) Provide responsive and effective customer service for participants related to contribution posting, eligibility, account balance inquiry, and investment changes. The Center requests that the Contractor's customer service representatives respond to questions and resolve issues/problems directly with the participants/employees rather than referring them back to the Center;
- 28) Provide internet-based access to plan information for both Center and plan participants;
- 29) Provide a single point of contact responsible for quality control, resolving problems and expediting services related to overall performance of the Contract;
- 30) Provide an organization chart and list of contacts (with phone numbers, email, department and title) in relevant functional areas. Provide updates as changes occur;
- 31) Maintain a local or toll-free customer service number for employees/plan participants.

Exhibits below are available through secure email by making a request to Chelsey Turner, Sr. Contract Monitor at cturner@chcsbc.org:

- Exhibit A – Current Plan Design: 401(a)
- Exhibit B – Current Plan Design: 457(b)
- Exhibit C – Investment Policy Statements
- Exhibit D – Annualized Plan Fee Summary
- Exhibit E – CHCS 401(a) Contributions and AUM
- Exhibit F – CHCS 457 Contributions and AUM
- Exhibit G – 401(a) Participant Counts
- Exhibit H – 457 Participant Counts

005 - ASSURANCES

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFP as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in the RFP document.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Department of State Health Services ("DSHS"), and no member of CENTER's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Proposal must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts CENTER's right to cancel the RFP at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFP.
8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Proposal documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Proposal is true and correct.

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Signature: _____

Printed Name of Signing Authority

Date

006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is three (3) years. The Center shall have the option to renew under the same terms and conditions for up to two (2) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or their designee, after approval by the Center's Board of Trustees. The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2nd Floor, San Antonio, Texas 78213 at 3:00 PM Local Time, on September 13, 2022.

This meeting place is accessible to disabled persons. The Center for Health Care Services' Conference Room is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201
Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFP to Chelsey Turner, Sr. Contract Monitor – Contracting & Procurement, by email to CTurner@chcsbc.org, please carbon copy contracts@chcsbc.org before September 19, 2022 at 12:00 p.m. Local Time. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the September 19, 2022 12:00 p.m. deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the Center. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Center shall not be binding on the Center. Respondents are encouraged to resubmit their questions in writing, to the Center Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondents may submit a response by submitting one (1) original, signed in ink and five (5) copies of the response. ~~and one (1) USB containing a copy of the entire Response in Microsoft Word or Adobe PDF format.~~ **SUBMISSION VIA EMAIL WILL NOT BE ACCEPTED. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where the confidential information is contained.**

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted proposals should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide the Center with enough information to properly evaluate proposals.

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

PROOF OF INSURABILITY. Respondent shall submit a copy of their current insurance certificate.

EXCEPTIONS. Use Form found in this RFP as Attachment C.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment E.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFP's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

009 - SUBMISSION OF PROPOSAL

Please complete all questions in the order that they are presented in this Request for Proposal ("RFP"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all proposal questions. If a question does not apply to the Proposer, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed Proposals. The Center reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete Proposals. Multiple omissions and/or incomplete responses may result in disqualification.

Instructions for Submitting Proposals

Respondents may submit their Questions pertaining to this RFP to Chelsey Turner, Sr. Contract Monitor – Contracting & Procurement, by email to CTurner@chcsbc.org, please carbon copy contracts@chcsbc.org before September 19, 2022 at 12:00 P.M. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the September 19, 2022 at 12:00 P.M. deadline will be addressed.

Respondent shall submit one (1) original, signed in ink, five (5) hard copies ~~and one (1) USB drive which contains the Proposal in Microsoft Word format~~ in a sealed package clearly marked with the project name, "**Financial Planning Services, RFP 2023-001**" on the front of the package by no later than 12:00 P.M. Local Time, on ~~October 6, 2022~~ **October 13, 2022**. Responses may be delivered by regular mail, special carrier, or hand delivery to the Center's administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of bids by telephone, facsimile transmission or e-mail will not be accepted. Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award. The Center reserves the right to reject any and all proposals, to waive

technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. It is the Center's intent to evaluate proposals, and/or services in order to achieve the best value for Center employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. The entire response to this Request for Proposal shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

Exceptions - Any exception to an item in the solicitation must be clearly set out and fully explained in the proposal as to why the proposer is taking exception. Be specific as to the reasons for the exception in Attachment C.

010 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFP or proposals from the time the RFP has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 12:00 PM, Local Time, September 19, 2022. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Chelsey Turner
Sr. Contract Monitor - Contracting & Procurement
Center for Health Care Services
CTurner@chcsbc.org (Carbon Copy Contracts@chcsbc.org)

Questions submitted and the Center's responses will be posted with this solicitation to the Center's website.

Center reserves the right to contact any Respondent to negotiate if such is deemed desirable by Center. Such negotiations, initiated by Center staff persons, shall not be considered a violation by Respondent of this section.

011 - EVALUATION OF CRITERIA

The Center will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The Center may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The Center may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Center reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Center for Health Care Services Center's Board of Trustees. It should be understood that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (40 points)

Price Schedule (20 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The Center reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to Center, as determined by the selection committee, upon approval of the Center's Board of Trustees.

The Center may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Center. However, final selection of a Respondent is subject to Center's Board of Trustees approval.

The Center reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Center also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The Center reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on Center until approved by the Center's General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center

reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit Center to enter into a Contract, award any services related to this RFP, nor does it obligate Center to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

013 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date:	September 2, 2022
Pre-Submittal Conference	3:00 P.M. on September 13, 2022
Final Questions Accepted:	12:00 P.M. on September 19, 2022
Proposal Due:	12:00 P.M. on October 6, 2022 October 13, 2022.

014 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contract & Procurement Division, which shall be clearly labeled "**Financial Planning Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center's Contract & Procurement Department. No officer or employee, other than the Center's Sr. Director of Contracting & Procurement, shall have authority to waive this requirement.

The Center reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Center's Sr. Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent's financial integrity is of interest to the Center ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Center's Director of Contracting & Procurement, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by Center's Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the Center, the Center shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Center at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Center for Health Care Services
Attn: Contracting & Procurement Division
6800 Park Ten Blvd.
Suite 200-S
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Center, its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend

Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the Center may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Center shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

015 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

1. Respondent Information: Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Is Business a certified HUB, SBE, M/WBE, or VBE? Yes NO
If yes, please attach all applicable current certifications.

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:
Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Gross Revenue: ___ \$100 K or less ___ \$101K-\$500K ___ \$501K-900K ___ \$901K-\$2.5M ___ \$2.5 M or more

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with bidder's account: _____

Federal taxpayer I.D. number: _____

2. Contact Information: List the one person who the Center may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with bidder's account: _____

Federal taxpayer I.D. number: _____

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ___ Yes ___ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes ___ No ___ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

d. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ___ Yes ___ No

12. Background Checks:

Has the Respondent has completed criminal history background checks on all current employees? Yes or No (circle one)

REFERENCES

Provide three (3) references, that Respondent has provided services related to the RFP Scope of Services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.
3. Specific experience with public/private entity clients.
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
8. Brochures: Include brochures and other relevant information about Respondent you wish the Center to consider in its selection.
9. Provide pertinent financial data which demonstrates your firm's ability to successfully perform required services. Include a copy of most recent annual report.
10. Describe the service team that will be responsible for the overall relationship. Please include only those with direct interaction with the client and do not include supervisors or other management positions.
11. Please describe the conversion team that will transition the plan and the conversion process.
12. Describe how your relationship management services work and where that servicing is done.
13. What is the case load of the relationship manager that would be assigned to a plan of this size?
14. How long has the relationship manager been in this position?
15. What is the case load of the day-to-day contact that would be assigned to a plan of this size?
16. How long has the day-to-day contact been in this position?
17. Have there been any management changes in the retirement plan group within the past six months? If yes, please explain.
18. Please estimate the number of new hires for the year in the Retirement Plan group.
19. What is your voluntary employee turnover rate?
20. Does your service model provide for the same administrative team working on a plan year after year?
21. How many in person meetings per year does your relationship manager attend at the client's office?
22. Do you have internal counsel? If so, how many?

23. Is counsel made available directly to a client to answer questions related to their plan?
24. Are clients billed extra for consulting with your attorneys?
25. Is your firm under any litigation? If yes, please describe.
26. What capabilities do you have for comparing the plan's retirement benefit programs with the programs sponsored by other similar sized organizations? Describe databases, methodologies, and other features of your approach.
27. Please provide the number of defined contribution plans that currently use your record keeping and compliance services.
28. Please provide the number of 457(b) clients where you are the single provider?
- ~~29. Please provide the number of clients that are ERISA 403(b) plan sponsors?~~
- ~~30. Please provide the number of clients that are non-ERISA 403(b) plan sponsors?~~
31. What are the total assets and total number of participants in the defined contribution plans on your platform?
32. What is average size of plans currently under management in terms of both assets and number of participants?
33. How many plans do you currently service that are similar in size to this 457(b)/401(a) client?
34. Please provide the number of defined contribution plans gained and lost in 2019, 2020 and 2021. How many 457(b) and 401(a) plans do you currently actively administer in the following:

Participant Base:	Single Vendor
Under 100 Participants	
100 to 499 Participants	
500 to 999 Participants	
1,000 to 4,999 Participants	
5,000 to 9,999 Participants	
10,000 or more Participants	

- ~~35. How many municipal and public school systems do you currently actively administer? Please separate multiple vendor clients versus single vendor clients.~~
36. If you have participated in a successful conversion from a multi-provider to single-provider relationship, describe how you managed that process? How did you address assets that remained with non-selected providers?
37. Have you previously provided services to the Center for Health Care Services 457(b) Plan? If so,
 - How many participants are currently in your program? How many are active? How many are inactive?
 - What are the assets currently in the Program? How much of the assets are in individual contracts? Group Contracts? Fixed assets? Variable?
 - What surrender charges exist if participants choose to move assets?

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

ADMINISTRATION:

1. Provide a description of your firm's understanding of the project and a detailed description of how your firm will provide services per scope of services. Discuss your firm's methodologies used and/or approaches taken. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the Center.
2. Provide Strategies and demonstrable results in developing and negotiating networks, discounts and companies underwriting lines of coverage
3. Provide implementation/conversion and enrollment process, timelines and resources; claims problem resolution procedures.
4. Describe capabilities and services available to help keep employer strategically positioned for changes in benefits legislation and proactively compliant.
5. Provide detailed description of qualifications, experience, ratings and administrative service capabilities of all parties potentially being recommended to participate in plan offerings.
6. Provide provision of compliance/regulatory services, including ACA and ERISA requirements.
7. Detail any litigation or investigation by a regulatory authority to which your firm and/or employees have been a party in the last three years related to the services solicited in this RFP (if none, please state so).
8. Indicate how the resources of your firm will be allocated for this project (e.g., number and type of personnel allocated by hours).
9. What type of plan design and consulting services are included in your standard services?
10. Do you outsource any operational responsibilities?
 - a. If so, who are you partnering with and which services are being outsourced?
11. Does a third party have the ability to access or receive participant demographic data and asset information values?
12. List all tasks the plan sponsor can initiate via the plan sponsor website.
13. In the table below, note the capabilities of your plan sponsor internet site:

ITEM	YES	NO
Payroll Submission		
Reverse Payroll Feed		
Standard Reports		
Approve Participant Transactions, if required		
Regulatory/Legislative Information		
Transaction History		
Create Ad Hoc Reports		
Print Forms		
View Discrimination Testing Results		

14. List all tasks the plan participant can initiate via the participant website.
15. What is the timing for mailing or posting of quarterly reports to the plan sponsor?
16. Are there any options for receiving reports other than paper?
17. What is your targeted date for mailing participant statements? What is your actual experience?
18. Do participants have the option to have electronic statements? If so, please describe the process for notification and delivery.
19. Does your firm have a governmental affairs or legal department that provides legislative oversight on issues concerning retirement plans? How is this communicated to the client?
20. Do you have the ability to place employees into various groups (divisions) if you are provided with a unique identifier for each group/division?
21. How many payroll sources can your platform support (employee deferrals, employer match, employer profit sharing, catch-ups, etc.)?
22. How many days does your typical payroll processing encompass? (i.e. Receive pay file on Day 1; When are funds drafted and allocated to accounts)?
23. What method of electronic fund transfer do you support? (ACH, Wire)
24. Do you provide a suite of standard reports that are readily accessible via Internet?
25. Do you provide real time, on-demand ad-hoc reporting via Internet?
26. Do you provide paperless loan capabilities?
27. Do you provide participants with access to a prospectus for investment options, and if so, how do you provide the information to participants?
28. Describe your current process for assisting plan sponsors with complying with 457(b) regulations. Please describe your compliance process. How do you integrate with non-selected 457(b) providers who may have been part of a multi-vendor arrangement?
29. Provide a sample participant statement.
30. Detail your QDRO processing and the responsibility you take. Is there a separate charge?
31. How often will you meet with the Human Resources Management of each entity to review the plan, review regulatory developments, and discuss any workflow or satisfaction issues? Who from your firm will attend these meetings?
32. Specific to payroll processing, please detail how contribution dollars transmitted to your firm. (ACH or Wire)
33. Specific to payroll processing, please detail how the contribution data file is provided to your firm.
34. Specific to loan processing:
 - a. Does your product provide for participant loans? If yes, does the plan sponsor have the ability to outsource approval to the provider if requested?
 - b. Are loan repayments made directly by participants or through payroll deduction?
 - c. Is a 1099 form automatically issued when a loan default occurs?
 - d. Respond to the following questions as they apply to 403(b)/457(b) plans:
 - i. Minimum loan amount
 - ii. Maximum loan amount
 - iii. Maximum repayment term
 - iv. Maximum number of loans outstanding at a time
 - v. Restrictions on how often loans can be requested
 - vi. Interest rate charged on loan as of 08/31/2022

- vii. Interest rate credited on repayment as of 08/31/2022
- viii. Are there any restrictions on a participant's remaining balance when they have a loan outstanding? (I.e., a collateral amount must be invested in the Fixed Account)

35. Fully describe your capabilities and processes in the area of compliance, based on applicable Retirement Plan program(s) regulations. This would include how you would be working with prior (and current) vendors. How would you, as either the single vendor or multi-vendor, ensure we comply with each of the following items. We would like your responses to include, but not be limited to:

- a. Effective Date
- b. Written Plan
- c. Transfers and Exchanges
- d. Consequences of defects
- e. Universal Availability and other nondiscrimination requirements
- f. Distributions and Loans
- g. Contribution limits
- h. Vesting
- i. Plan Termination
- j. Timing of contribution remittance
- k. Title I of ERISA

To the extent a vendor (or vendors) fails to provide the information, either by lack of response or by lack of capability, who would you consult with in order to comply with the new regulations?

EDUCATION:

- 36. Does your firm provide printed education materials and programs other than enrollment? If so, describe the frequency and scope these materials cover. Please provide samples.
- 37. Will you customize Plan Sponsor and/or Participant communication deliverables (including web presentations and participant statements)? Please state the degree of customization included in your proposed expenses.
- 38. Do you target communications to specific employee groups using regular mail (e. g., non-participants, low deferral percentages, lack of investment diversification, those nearing retirement)? Please provide samples.
- 39. Can you personalize targeted participant mailings (e.g., name, salary, age)?
- 40. Do you provide each participant with an annual GAP analysis for their individual account without the participant having to request the analysis?
- 41. Do you offer GAP analysis tools for participants available on the website?
- 42. Do you offer an online investment advice tool?
- 43. Do you have automatic enrollment capabilities?
- 44. Do you report on the number of participants automatically enrolled or participants who opted out each month to Plan sponsors?
- 45. Do you report on behavior changes that results from meetings (either group or 1 on 1). Behavior changes could include enrolling in the Plan, increasing rate of deferral, changing asset allocation, etc.
- 46. Do you have automatic escalation/increase capabilities?
- 47. What options do you offer for defaulting automatically enrolled participants into the plan?
- 48. Do you offer any additional participant services?
- 49. Please list any additional costs associated with any of the above features and communication materials.
- 50. How do you provide temporary passwords and/or a replacement PIN to a participant who is unable to access his/her previously assigned password/PIN? Is this available immediately or does the participant need to wait for a replacement through the mail?

51. How many days of employee meetings at each public school location are included in your proposal both in the first year and ongoing? How will you provide the Plan Sponsors with data showing compliance with the agreed upon number of days per location?

52. Will you provide one-on-one meetings with employees? How many? How will you show compliance with the schedule?

53. Provide a sample communications calendar.

54. How many local representatives will be assigned to service the Plan Sponsors?

55. Do you have corporate standards for returning phone calls to clients? If yes, please detail and describe how this is monitored.

56. What hours are the representatives available to clients via telephone or email? What are the representatives' office hours?

INVESTMENTS:

57. How many funds and fund families do you have access to on your investment platform?

58. Are there further restrictions as to the funds or families available on your platform?

59. Is there any number of funds or percentage of assets required in your proprietary fund offerings that a client must meet? If so, describe.

60. Are there any restrictions as to the number of funds that a plan can offer on your platform? If so, describe.

61. Does the Plan Sponsor have the ability to build risk-based asset allocation models from the core investment menu?

62. Does the Plan Sponsor have the ability to easily replace investment options?

63. What is the required notice period to replace investment options?

64. Who is responsible for drafting and mailing notification to participants when investments are replaced?

65. Are there any costs associated with closing one fund and mapping assets to another (other than those associated with a particular fund (i.e. redemption fees)?

66. Is there a blackout that requires a Sarbanes-Oxley notice to be provided to participants when fund options are replaced?

67. Do you provide an automatic rebalancing capability?

PLAN FEES:

68. May fees be netted from participant accounts? If yes, does the plan sponsor have the choice of reflecting this on participant statements as a line item?
69. May fees be netted from the investment returns in the plan? If yes, does the plan sponsor have the choice of reflecting this on participant statements as a line item?
70. Does your firm provide for full fee transparency, including disclosure of all expenses, sub transfer arrangements and any other fees that a platform may be receiving in exchange for services provided to the plan? Please note how you provide fee transparency on fixed accounts?
71. Assuming there is no revenue sharing, what would be your gross fee to service this/these plans? What services are included in this fee?
72. Are there any funds that will be required to be offered if you are selected as the provider? If so, please provide revenue sharing from those assets.
73. Provide a list of all miscellaneous fees that may be incurred by the plan sponsors or plan participants outside of the fees for your standard services. Please include loans, hardships, in-service withdrawals, terminations, and QDRO processing (not qualification).
74. Please provide your fees for employee communications and education services.
75. Are the revenues generated from the investments maintained in a separate Plan Sponsor account to be used for expenses?
76. Will you provide contract credits for moving assets from prior providers? If so, please describe your approach and amount.

SYSTEMS AND TECHNOLOGY:

77. Describe technology capabilities including electronic enrollment, claims processing, reporting and invoice reconciliation. Include information on any existing relationships with HRIS providers.
78. Technology Plan: Indicate how your firm will utilize technology to improve service and quality of their operations. Including, but not limited to the items below:
 - a. What percentage of your firm's budget is applied to technology improvements for retirement services?
 - b. What dollar amount of your firm's budget is applied to technology improvements for retirement services?
 - c. Do you have complete disaster recovery capabilities and plan?
 - d. Do you have a redundant system?
 - e. Describe your security for protecting an individual's personal information.
 - f. Has your firm experienced any security breach of plan participant personal information in the past? If so, explain.
 - g. Please provide a Plan Sponsor Demo Website and Plan Participant Demo Website (information to access).
 - h. How often is your web site unavailable?
 - i. Can the plan sponsor's logo be featured on the participant website
 - j. Is there any other customization of the website available (client's colors, layout etc.)?
 - k. Do you provide a static website with information for participants during the conversion project?

REPORTING:

79. Reporting Plan: Indicate how your firm will utilize reports to inform Center of metrics.
80. Do you offer corporate trustee services?
81. Provide the name of your trustee/custodian.
82. Does your firm have internal safeguards to prevent corruption?

83. Does your firm have the ability to provide signature ready 5500 tax forms?
84. Will you provide a three (3) year service guarantee in which the contracted rates will not increase?
85. Do you measure your performance against established service standards at least annually?
86. Do you guarantee your performance standards against service standards?
87. If your service and performance standards are not met, will you subject yourself to financial penalties?
88. What are your service and/or performance standards with regard to the following:
- a. Statement delivery
 - b. Queue time VRU
 - c. Year-end report package
 - d. Signature ready 5500 delivery
 - e. Loan processing
 - f. Payroll processing
 - g. Distribution processing
89. Are quarterly statements for plan sponsors and plan participants kept and made available for at least four quarters?
90. Provide a project schedule identifying start and end dates – include milestones, submittal of deliverables, and each task required for the successful and timely completion of the project.
91. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PRICE SCHEDULE

The proposal should include all fees to provide services listed in this RFP.

Contractor understands and agrees that this is a firm fixed price contract for the duration of the contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this RFP.

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form.

Cost for Plan Sponsors and Plan Participants	Price per Year (flat fee)
Administrative or Account Fees	\$
Anticipated transfer costs for Participants and/or Plan Sponsors	\$
Distribution Fees	\$
Mortality and Expense Fees (if any)	\$
Additional Fees (please provide name, if any)	\$
Total Fees	\$

RFP ATTACHMENT C

Exceptions

Any exception to an item in the solicitation must be clearly set out and fully explained as to why the proposer is taking exception. Be specific as to the reasons for the exception.

RFP ATTACHMENT D

SIGNATURE PAGE

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

Print Name

Title

Signature of Owner
(Owner, CEO, President, Majority Stockholder or
Designated Representative)

Date

RFP ATTACHMENT E

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Assurances Signature Page	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
Exceptions RFP Attachment C	
*Signature Page RFP Attachment D	
Proposal Checklist RFP Attachment E	
One (1) Original and five (5) copies of response and one (1) USB with entire proposal in Microsoft Word format	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**