



**East Coast Migrant  
Head Start Project**

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**Request for Proposal  
RETIREMENT BENEFIT PLAN  
CO-FIDUCIARY CONSULTING SERVICES  
RFP# 102722**

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**Response Timeline:**

RFP Will Be Issued On  
December 2, 2022

Due Date for Questions/Clarifications  
December 9, 2022  
5:00pm EST

Response to Questions and Clarifications  
December 16, 2022  
5:00 pm EST

Proposal Due Date:  
January 6, 2023  
5:00pm EST

Final Decision Date:  
February 3, 2023

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## 1.0 BACKGROUND

East Coast Migrant Head Start Project (ECMHSP) is a nonprofit corporation incorporated under the laws of the Commonwealth of Virginia. ECMHSP's mission is to provide high-quality and comprehensive Head Start services to the children of agricultural workers, and to provide other services and advocate for its agricultural worker families in their other areas of need.

ECMHSP's funding is funded under a grant from the United States Department of Health and Human Services, Administration for Children & Families, Office of Head Start. For the budget period November 1, 2022, through October 31, 2023, ECMHSP is funded to service 2,759 children in forty-nine (49) educational campuses, located in ten different states.

ECMHSP's federal grant requires compliance with many federal laws and regulations including the Head Start Act, Head Start Program Performance Standards, and the Uniform Guidance. An entity interested in submitting a proposal to this RFP should ensure it is knowledgeable about these requirements.

## 2.0 PURPOSE OF RFP

ECMHSP is soliciting proposals from qualified vendors to provide retirement benefit plan consulting services as a co-fiduciary to ECMHSP.

## 3.0 PROJECT TIMELINE

ECMHSP is working towards the following timeline with the project:

RFP issue date:	December 2, 2022
Questions and clarifications from Proposing Firms due:	December 9, 2022
Response to questions and clarifications:	December 16, 2022
Proposal due date:	January 6, 2023
Final Decision	February 3, 2023

## 4.0 NOTICE TO RESPONDENTS

This Request for Proposal seeks competitive proposals complying with the terms and conditions and requirements set forth below for the retention of a vendor to provide professional services in Retirement Plan administration.

- 4.01 ECMHSP will accept proposals until 5PM Eastern Time on January 6, 2023. Proposals shall be sent via electronic mail delivery to [menditto@ecmhsp.org](mailto:menditto@ecmhsp.org) and [smayne@ecmhsp.org](mailto:smayne@ecmhsp.org)
- 4.02 The successful Respondent will be required to enter into an agreement in the form attached hereto as Exhibit A. The Professional Service Agreement, this Request for Proposal, the Execution of Offer, Respondents Questionnaire and all amendments issued will constitute the Contract between ECMHSP and the successful Respondent.

4.03 Responses to inquiries that directly affect an interpretation or change to this Request for Proposal will be issued in writing by amendment and mailed to all parties recorded by ECMHSP as having received a copy of the Request for Proposal. All such amendments issued by ECMHSP prior to the time that proposals are received shall be considered part of the Request for Proposal. Only those inquiries ECMHSP replies to which are made by written amendment shall be binding. Oral and other interpretations or clarifications will be without legal effect.

4.04 ECMHSP reserves the right to amend this RFP in writing at any time. ECMHSP also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification will be provided to proposers who have submitted an intent to bid.

4.05 Contract Award Process:

An award may be made on the basis of the proposals initially submitted, without discussion, clarification, or modification; or on the basis of negotiation with any of the Respondents. For purposes of negotiation, a competitive range of potentially acceptable proposals may be established by ECMHSP. After the submission of a proposal and before making an award, ECMHSP may permit a Respondent to revise the proposal to obtain a best and final offer. ECMHSP reserves the right to award a Contract for all or any portion of the requirements proposed by this request, reject any proposals if deemed to be in the best interest of ECMHSP, or re-solicit proposals.

4.06 Criteria for Selection:

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this Request for Proposal, is the most advantageous to ECMHSP. ECMHSP is not bound to accept the lowest priced proposal if that proposal is not in the best interest of ECMHSP as determined solely by ECMHSP. ECMHSP Evaluation Committee will consider and evaluate proposals based upon the following criteria:

- Respondents experience providing the requested services for other similar organizations.
- The overall cost to ECMHSP for the services provided.
- The quality of references from past customers of Respondent.
- Respondent's demonstrated capability to provide services in the time projected.
- Respondent's responses to the Questionnaire.

4.07 Scoring of Proposals

Proposals will be scored on a scale of "0" to "100" per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per evaluator. Scoring is based on a point total per evaluator and not a percentage. The highest-ranking Respondent will be determined by using a combination of Respondent's total scores for criteria listed. Selection will not be based solely on lowest price. Each Proposal will be subject to a process of evaluation to determine

the Respondent's responsiveness to ECMHSP'S needs. Criteria to be considered include:

<b>Criteria</b>	<b>Maximum Points</b>
<b>Respondent Qualifications</b>	<b>45</b>
<b>Respondent Costs &amp; RFP Responses</b>	<b>45</b>
<b>Respondent References</b>	<b>10</b>
<b>Evaluation Score</b>	<b>100</b>

## **5.0 PROPOSAL REQUIREMENTS**

5.01 **General Instructions:** Respondents should carefully read the information contained in this Request for Proposal and submit a complete response to all requirements and questions as directed. Any information submitted by Respondents in response to this Request for Proposal shall become the property of ECMHSP. ECMHSP will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any demonstrations that may be made. Proposals which are qualified with conditional clauses, alterations, or items not requested in the Request for Proposal, or any other changes to the Request for Proposal of any kind are subject to disqualification by ECMHSP, at its option. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

5.02 **Preparation and Submittal Instructions:** Respondents must complete, sign, and return the attached Execution of Offer as part of their proposal response. Respondent's company official authorized to make such proposals must sign the proposal. Failure to sign and return these forms will subject your proposal to disqualification. Responses to this Request for Proposal must include answers to the Questionnaire. Respondents should submit a total of one complete copy of the entire response. An original signature must appear on the Execution of Offer. A proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by ECMHSP. Proposals are to be valid for ECMHSP's acceptance for a minimum of 180 days from the submittal deadline.

5.03 **Required Documentation:** Respondents are instructed to complete, sign and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.

- Signed and Completed Execution of Offer
- Signed and Completed Pricing and Delivery Schedule
- Responses to Questionnaire

## **6.0 STANDARD TERMS AND CONDITIONS**

6.01 **Definitions:**

- “Contract” shall mean the Professional Service Agreement, the Request for Proposal, the Execution of Offer, Respondents Questionnaire, and all written amendments issued prior to the execution of the Professional Service Agreement.
  - “Respondent” shall mean the individual, partnership, corporation or other entity responding to this Request for Proposal.
  - “Contractor” shall mean the individual, partnership, corporation, or other entity awarded a Contract pursuant to this Request for Proposal.
- 6.02 **Entire Agreement.** The Contract is intended as the complete and exclusive statement of the agreement between ECMHSP and the Contractor and shall supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.
- 6.03 **Time of Performance:** Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and tender services set forth in this Request for Proposal in accordance with the schedules herein and as mutually agreed upon between ECMHSP and Contractor during the term of this Contract.
- 6.04 **Termination for Cause:** In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract, ECMHSP may notify the Contractor of such default or failure in writing and demand that the failure or default be remedied within ten days. In the event that the Contractor fails to remedy such failure or default within the ten-day period, ECMHSP shall have the right to hold Contractor in breach of the Contract and to recover whatever damages it may be entitled to at law or in equity.
- 6.05 **Termination for Convenience:** The Contract may be terminated without penalty by ECMHSP for convenience by giving thirty (30) days written notice of such termination to the Contractor. In no event shall termination by ECMHSP as provided for in this paragraph give rise to any liability on the part of ECMHSP including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. ECMHSP’s sole obligation hereunder is to pay Contractor for services provided prior to the date of termination.
- 6.06 **Intentionally Omitted**
- 6.07 **Independent Status of Parties:** Contractor it will neither hold itself out as nor claim to be an officer, partner, employee or agent of ECMHSP by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right, or privilege applicable to an officer, partner, employee or agent of ECMHSP.
- 6.08 **Contract Amendments:** The Contract may be amended by mutual written consent of the parties. No modifications or amendments to the contract shall become valid unless in writing and signed by both parties.

- 6.09 **Compliance with Law:** ECMHSP is a federally funded, non-profit corporation. Individuals and corporations desiring to do business with ECMHSP must certify that they have not been debarred from receiving federal funds. By submitting a response to this Request for Proposal, Respondent is certifying that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in this certification; and
  - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 6.10 **Access to Documents:** To the -extent applicable to this procurement, Contractor agrees to grant access by ECMHSP, the Administration for Children & Families, and the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 6.11 **Acceptance of Services:** All services furnished under this Contract shall be to the satisfaction of ECMHSP and in accordance with the scope of work, specifications, terms, and conditions of the Contract.
- 6.12 **Indemnification:** Contractor agrees to indemnify, protect and hold harmless ECMHSP and its officers, directors, and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from, the provision of services by Contractor pursuant to this Contract, which are caused in whole or in part by any negligent act or omission of the Contractor.
- 6.13 **Force Majeure:** If either ECMHSP or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such party's control and which could not have been reasonably anticipated by that party, then the time for performance of such party shall be extended by one day for each day of such delay.

- 6.14 **Non-Disclosure:** Contractor and ECMHSP acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any third person, firm, corporation, or other organization.
- 6.15 **Patent and Copyright:** Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to provide the services required by this Contract.
- 6.16 **Governing Law:** This Contract shall be construed and governed by the laws of the state of North Carolina.

## 7.0 PRIMARY GOALS

The primary goals for this Request for Proposal process include the following:

- To select a co-fiduciary to manage all aspects of the ECMHSP Retirement Benefit Plan;
- To enhance participant retirement outcomes;
- Analyzing the overall competitiveness of ECMHSP's Retirement Benefit Plan;
- Providing for the integrated administration and reporting for the Plans;
- Improving participant education and communication services;
- Enhancing the formal education of ECMHSP's Retirement Benefit Committee;
- Providing robust online transaction and information capabilities;
- Providing support for as many administrative functions as deemed appropriate;
- Evaluating alternative pricing structures;
- Reducing participant and Plan expenses;
- Providing for an orderly and timely transition of assets and services if necessary

## 8.0 QUESTIONS FOR THE FIRM

### 8.01 About the Firm

- Describe the ownership and structure of your firm.
- List your firm's lines of business (including affiliated companies).
- How many years has your firm been in business?
- How many years of experience does your firm have with 403(b) clients and how many of these clients do you currently serve?
- Provide a SOC2 Report.
- How many clients has your firm added over the past year and what is your client retention rate over that period?
- Is your firm bonded and if so for how much?
- Please share your conflict-of-interest policy.
- Does your firm outsource any of the work that will be performed to serve ECMHSP?

### 8.02 Service Team



- Describe your service model to our plan (staff, responsibilities, interactions with our plan, frequency of in-person meetings, frequency of conference calls, team dynamics).
- Who will be the representatives serving ECMHSP and how will succession planning be provided?
- Please provide 3 client references in the nonprofit or Head Start industry for this service team.

### 8.03 **Investment Services**

- Describe your firm's approach to 403(b) plan investment consulting.
- What investment policy statement support do you offer? Please provide a sample.
- What tools does your firm use to evaluate investments in a defined contribution plan?
- Describe if the tools are proprietary to your firm, developed in-house or specifically for your firm.
- Describe your investment research resources and capabilities.
- How are investment benchmarks determined? Peer Groups?
- Is your investment research proprietary or from a third party?
- Describe the roles and experience within your investment research team
- Do you maintain a 'Preferred' or 'Covered' list of investment managers?
- What actions do you take when investments are not performing?
- Describe how quarterly meetings are conducted:
- Will they be onsite, quarterly (with option for virtual if requested)?
- Provide a description of meeting content covered (e.g capital markets update, investment performance, fee monitoring et al).
- Provide a sample report.

### 8.04 **Participant Services**

- Does your firm provide 3(21) and 3(38) services to clients? Please describe.
- Does your firm provide education for staff, including financial wellness? Please describe.
- Do you offer committee members training, education, and support?
- What compliance resources does your firm provide?
- What resources do you have dedicated to participants?
- Please provide 2 specific examples of ways in which your firm has made a positive impact on 403(b) plans in the past year?
- Describe the relationship your firm will have with Lincoln Financial to help better serve ECMHSP?
- Do you have education and communication materials that ECMHSP can utilize?

## 9.0 **SERVICE PROVIDER/RECORDKEEPER SERVICES**

- Describe your service provider/recordkeeper benchmark service and process.
- How frequent do you offer this service?
- Is it an additional fee?
- Provide an example in which you were able to achieve enhancement or improvement for client that conducted a benchmark report.

- Describe your process for assisting plan sponsors with evaluating and searching for a new recordkeeping service provider and if there are fees involved.
- List the top five recordkeepers that your team works with by number of plans serviced by each.
- What experience does your firm have with Lincoln Financial? Please discuss pros/cons with this provider.
- Are there any conflicts of interest that may arise in working with ECMHSP or Lincoln Financial?

## **10.0 FEES**

10.01 Questions related to fees should include all fees whether billed directly or indirectly.

- How much would the fees be for 3(21) advisory services?
- How much would the fees be for 3(38) advisory services?
- What are the fees charged for staff/committee member education?
- This proposal is for a five-year period. Please discuss any increases in fees for year 2-5.

## **11.0 SECURITY AND BUSINESS CONTINUITY**

- Please describe your firm's data security measures.
- Please describe your firm's disaster recovery plans.

## EXECUTION OF OFFER

**THIS SHEET MUST, BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth in the Request for Proposal.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an ECMHSP employee on connection with the submitted proposal.
3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for the firm, corporation, or institution has violated federal or state antitrust laws, nor communicated, directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the Request for Proposal is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.
6. By signature hereon, Respondent certifies it is a small business and/or a minority/female owned business as indicated below. Indicate status if applicable:  

Small Business  
 Minority/Female Owned Business
7. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of ECMHSP.
8. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
9. By signature hereon, Respondent signifies his compliance with all Federal laws and regulations pertaining to equal employment opportunities.
10. Respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Complete the Following**

Federal Employer Identification No: \_\_\_\_\_

If Sole Owner, SS No: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

## RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: \_\_\_\_\_

Number of years in the business: \_\_\_\_\_

Type of Operation-Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Number of employees \_\_\_\_\_

2. Is your company currently in default on, any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?

3. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5), years. The reference list must include company name, contact person, and telephone number, project description and length of business relationship.

4. Describe your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured.

5. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any ECMHSP employee. If yes, please explain.

6. Describe your organization's capacity to manage and provide services proposed. Provide information for each team member that will be assigned to this contract; including number of experience years, qualifications, licenses, certifications and project responsibilities. Include for example: Resumes of key management staff, identification of staff by position and responsibilities involved in project, and organizational chart with lines of authority.

7. Is your company a minority-owned business? If so, under what certifying agency, state or federal is it certified.

**Submitted by:** \_\_\_\_\_  
(Authorized Signature)

“Exhibit A – Mandatory Contract Provisions”

Suspension and Debarment

ECMHSP is funded under a grant from the United States Department of Health and Human Services, Administration for Children & Families, Office of Head Start. Individuals and corporations desiring to do business with ECMHSP must certify that they have not been debarred from receiving federal funds. By entering into Agreement, Contractor is certifying that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in this certification;
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
  - (5) Will immediately contact ECMHSP upon receipt of any notice of suspension, proposed debarment, or debarment.
- (a) Byrd Anti-Lobbying Amendment: Contractor certifies, to the best of its knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal grant, said Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Termination for Convenience: Contractor and ECMHSP may terminate this Agreement at any time upon the mutual agreement of the parties.

(c) Termination for Cause: This agreement may be terminated for material breach in accordance with the terms and conditions of this Agreement.

(d) Clean Air Act and Federal Water Pollution Control. Contractor agrees to comply with all requirements of the Clean Air Act and the Federal Water Pollution Act, and all regulations and guidelines listed thereunder. Contractor shall promptly notify the U.S. Department of Health and Human Services and the regional office of the U.S. Environmental Protection Agency upon any violation of the Acts or their regulations and guidelines.

(e) Energy Efficiency: Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the North Carolina energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(f) Record Access: Contractor agrees to make available any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcription to the U.S. Department of Health and Human Services, the U.S. Comptroller General, or any other their duly authorized representatives.



