HEAD START OF GREATER DALLAS, INC.
3954 Gannon Lane
DALLAS, TEXAS 75237

REQUEST FOR PROPOSAL
FOR 403(b) RETIREMENT PLAN SERVICES
(August 2026)

Solicitation: 26-01, 403(b)

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

NAME: Cecil Rouze

TITLE: Purchasing Director

ENTITY: HEAD START OF GREATER DALLAS, INC.

ADDRESS: 3954 GANNON LANE
DALLAS, TEXAS 75237

PHONE: (972) 283-6412

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I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (RFP) is to contract for an experienced and licensed financial management institutions or plan managers with a proven track record in administrating 403(b) Retirement Plans for non-profit organizations to provide the specified services and duties requested in this RFP for benefit of our 687 employees. The purpose for this RFP is to award a five (5) year contract to administrate Head Start of Greater Dallas' 15.1 million dollar 403(b) retirement plan.

B. Who May Respond

Only experienced financial management and planning organizations or plan administrators with proven performance in managing employer sponsored 403(b) Retirement Plans in compliance with DOL, ERISA, and IRS regulations may respond to this RFP. The successful bidder should combine document services, recordkeeping, investment products and investment education or advice. If licenses or approval is required by the State of Texas to administrate a 403(b) Retirement Plan, then the Offeror must be licensed and approved by the State.

C. **A Pre-proposal Conference will be held on October 12, 2026 at 9:00 A.M. at Head Start of Greater Dallas Central office. Please RSVP. If you can not attend then you may email your questions and/or statement to Cecil Rouze's attention at crouze@hsgd.org prior to 3:30 P.M. October 8th 2026. Any emails received after 3:30 P.M. will NOT be part of the Pre-proposal Conference nor will they receive a response.**

D. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted and received no later than 1:00 p.m. on November 9th, 2026.

2. Inquiries

Inquiries concerning this RFP should be directed to Cecil Rouze at (972) 283-6412. However, questions dealing with specifications and performance of the contract shall be addressed ONLY during the Pre-proposal Conference.

3. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Head Start of Greater Dallas, Inc.

4. Responsiveness

Offeror shall provide, all documentation required (both explicitly requested and implied) by this RFP. Failure to provide this information may result in rejection of bid as being non-responsive.

5. Instructions to Prospective Contractors

Your Proposal should be addressed as follows:

Name: Cecil Rouze (26-01, 403(b))
Title: Purchasing Director
Entity: Head Start of Greater Dallas, Inc.
Address: 3954 Gannon Lane
Dallas, Texas 75237

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal
1:00 p.m. on Nov 9, 2026
PROCUREMENT For 26-01, 403(b)

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Offeror to insure that the proposal is received by Head Start of Greater Dallas, Inc. by the date and time specified above. Proposals will be opened promptly at 1:05 p.m. per Agency time. Any proposal received after the opening of the first proposal will be considered a late proposal and returned unopened to the Offeror.

Late proposals will not be considered.

6. **Right to Reject**
Head Start of Greater Dallas, Inc. reserves the right to reject without explanation any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

7. **Amendment:**
Any interpretations, corrections or changes to the Request for Proposals and specifications shall be made by issuance of written addenda. Sole issuing authority of addenda shall be vested in the Agency's Purchasing Agent. Addenda will be available on the Agency web site (*www.hsgd.org*) or upon written request mailed (or e-mailed) to any prospective bidder. It is the Offeror's responsibility to acquire any and all addenda, therefore failure to acquire proposal addenda shall not be grounds for a protest or proposal review.

8. **Small and/or Minority-Owned Business**
Efforts will be made by Head Start of Greater Dallas, Inc. to utilize small and/or minority-owned businesses. Use of Small and/or Minority Women Owned Businesses is encouraged where possible. The Offeror must present third party documentation as to their status with their proposal in order to qualify for consideration as an SMSB.

An Offeror qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8). for the Offeror's type of economic activity, or industry, under the North American Industry Classification System (NAICS)..

9. **Notification of Award**
It is expected that a decision selecting the successful 403(b) Retirement Plan firm will be made within six weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful 403(b) Retirement Plan firm and the bid awarded, all Offerors submitting proposals in response to this Request for Proposals shall be informed, in writing (post or via e-mail), of the name of the successful 403(b) Retirement Plan firm.
It is expected that the contract shall be at minimum a one-year fixed price contract including options and pricing guidelines for four (4) additional one-year periods.

10. **Protest of Award**
If an Offeror wishes to protest and appeal the award then they must file a written notice of protestation with the Purchasing Agent listed on this solicitation within ten days of the Notification of Award being mailed (or e-mailed).
Then:
- The Purchasing Agent will notify the Awardee of the protest and review the Protestor's and the Awardee's solicitation documents within 3 days of receipt of the protest to determine the merit of the protest/appeal.
- Upon making a determination, the Purchasing Agent will respond in writing to the Protester as to their findings within 2 days of their determination.
    i. If found in favor of the Protester then the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.

ii. If the Award is upheld, then the Protester has 5 days to appeal in writing to the Director of Purchasing or their designate. After 5 days the Awardee will be notified and the contract reinstated.

Then:

- The Director of Purchasing (or designee) will review the Purchasing Agent's determination within 3 days of receipt of the appeal to determine the merit of the protest/appeal.
- Upon a decision, the Purchasing Agent will respond in writing to the Protester as to their findings within 2 days. This decision is final and binding upon all parties.
    i. If found in favor of the Protester then the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.
    ii. If the Award is upheld, then the Awardee will be notified and the contract reinstated.

E. Description of Entity

Head Start of Greater Dallas, Inc. is a nonprofit organization with approximately 500 employees and operates exclusively in Dallas County, Texas. Head Start of Greater Dallas, Inc. is a private, non-profit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a volunteer Board of Directors. Administrative offices and all records are located at 3954 Gannon Lane, Dallas, Texas 75237. Other offices are located throughout Dallas County. Head Start of Greater Dallas, Inc. is the Health and Human Services grantee for the Head Start program in Dallas County. This is the sole program operated currently by Head Start of Greater Dallas, Inc.
Any necessary records are available for review prior to submission of proposal.

F. Options

At the discretion of Head Start of Greater Dallas, Inc., this 403(b) Retirement Plan contract can be extended for four additional one-year periods. The cost for the option periods will be agreed upon by Head Start of Greater Dallas, Inc. and Offeror. Consideration will be given those proposals that base the optional years upon the same approximate Services, Costs/Fees, and Features of the proposed 403(b) Retirement Plan for the initial contract year.

II. SPECIFICATIONS, TERMS, AND CONDITIONS

A. 403(b) Retirement Plan Specifications

The plan to be proposed shall be an employer sponsored 403(b) retirement plan with the employer matching 50% of the employee's contribution (currently set at 6%). The Agency's current plan has $15.1 million in assets. The proposed plan shall;

- Have reasonable low or no fees. Shall provide full disclosure of plan expenses charged to the Agency and/or plan participants including type of expense and what the fee/charge is for. Examples of such fees/charges include some of the following but not exclusively:
    1. 12b-1
    2. custodial
    3. expense deduction
    4. management
    5. mortality and expense (M&E)
    6. death
    7. transfer
    8. wrap account
    9. withdrawal/surrender
    10. loan fees
    11. sweeps

"Reasonable" shall be determined and defined exclusively by the Agency during the Proposal Review Process.

If no fees are charged to the employer or employees, please disclose the details of how your firm shall recoup its expenses and make a profit (if such).

- If your proposal includes a "custodial" or "accumulation" account please specify the fundamentals and specifics of the account including but not exclusively;
    1. current and guaranteed minimum return per annum
    2. whether or not account is used primarily for the employers matching funds with employee's contribution being discretionary for use with other plan investments options.
    3. whether or not employees fully vested can transfer all funds in the account to other plan investment options.
    4. whether or not loans must be secured solely by this account.
- Have a varied selection of non loaded low expense ratio mutual funds including but not limited to equity, fixed income, lifestyle (retirement) plans, and balanced investments.
- Have a provision for loans by employees.
    1. disclose any fees/charges (if any) to the employees for such a loan.
    2. disclose how interest received from the loans is allocated/distributed. (preference given to distribution of interest back to the employee).
    3. propose a plan for the transfer of current unpaid loan balances form the existing provider to your firm without penalty to the employer or employee.

B. Fiscal Year

Head Start of Greater Dallas Inc.'s current Fiscal Year runs from March 1 through February 28th. Our funding does not allow budget monies for one year to be spent for or in the next.

C. Performance

Plan Provider

The plan provider shall:

- Be financially sound and have at minimum 10 years experience in providing 403(b) plans.
- Shall assist, advise, and/or provide the Agency with plan documents and updates of any changes incorporating any and all regulations applicable to a 403(b) Employee Retirement Plans.
- Provide regular training for new employees as to the process and workings of the plan, investment options available, basic investment strategy covering investment education for beginners and investment modeling, advice on meeting individual's investment goals and maximizing returns using plan options, online access, and other related information.
- Provide investment counseling with individual employees. Benchmarking, developing individualized portfolios, and investment pros and cons would be typical advice topics.
- Provide both an administrative liaison person to work with Agency Administrative representatives and a plan liaison person during normal business hours to foster communications and resolve challenges with and for Agency employees.
    1. Administrative liaison person will work closely with designated Agency Administrative personnel to ensure that the plan documents are up to date. Shall also at all times keep Agency personnel appraised of any deficiencies in the administration of the plan and of any actual or proposed changes necessitated by changes or proposed changes in the laws governing 403(b)s. The Administrative liaison shall meet at least annually with designated Agency personnel to review the plan performance and provide advice as to any changes to the plan and/or investment options based on the results of the review.
    2. Plan liaison person shall be available during normal working hours via telephone to answer employee questions concerning the plan. Shall present a plan orientation (see above) on a regular basis to new employees. Shall upon request of the Human Resources or Training departments provide periodic training on retirement planning, investment strategies, and other information which will assist employees in making informed decisions in managing their investments.

- Provide regular reports to the employees on their investments and on-line access for making changes to and transfers between their investment funds. Shall also provide newsletters (on-line or in print) that provide information that will help the employees become more informed in handling and making retirement investment choices.

D. Contract

THE OFFEROR'S PROPOSAL, WHEN PROPERLY ACCEPTED, AWARDED BY THE AGENCY, AND WITH THE AGENCY'S TERMS AND CONDITIONS SIGNED, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE CONTRACTOR AND THE AGENCY. A BILATERAL CONTRACT MAY BE ISSUED AS A MATTER OF FORM BUT THE TERMS AND SUBMITTALS THE CONTRACTOR AGREES TO IN THE SUBMISSION OF THEIR PROPOSAL SHALL TAKE PRECEDENCE. NO DIFFERENTIAL OR ADDITIONAL TERMS WILL BECOME PART OF THIS CONTRACT WITHOUT A WRITTEN MODIFICATION, TITLED "AMENDMENT", AND AGREED TO BY BOTH PARTIES.

E. Change Order

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specification stated in any resultant contract. Modifications to the scope of the contract shall be submitted in writing and approval for such a change made in writing by the Purchasing Agent. A request for change is subject to intensive review and a change order granted only if it is determined by the Agency to be caused by an omission or change originating from the Agency's actions or decisions. The Agency reserves the right to reject any or all requests for change if in the best interest of the Agency.

F. Indemnification

SUCCESSFUL OFFEROR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE AGENCY, ALL ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT, ACT OF OMMISION OR ERROR, OR OTHER FAULT OF THE SUCCESSFUL OFFEROR, OR THEIR AGENTS, IN THE PERFORMANCE OF ANY CONTRACT WHICH MAY RESULT FROM THE BID AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT COST WHICH MAY BE OBTAINED AGAINST THE AGENCY GROWING OUT OF SUCH INJURY OR DAMAGES.

G. Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the "best commercial/professional practices" are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

H. Notice

Any notice provided by the proposal or resultant contract **(or as required by law)** to be given to the Contractor by the Agency shall be conclusively deemed to have been given and received on the next day after such notice has been deposited in the mail in Dallas, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

I. Delivery Schedule

The Offeror shall submit for approval a timeline for the change over of contracts to the designated Agency representative within five days from the notification of the contract award. The plan change over schedule shall include, but not limited to, benchmark dates for meeting with employees to explain the plan, establishing protocols for communications, describe procedures for the transfer of funds from one plan to the other, projected completion dates for each step of the transfer. Please list possible challenges and action plans (including delays if necessary) for each challenge. The Agency to the best of it's ability shall assist to it's utmost including supplying all documents necessary for the development of this timeline.

However, if the Offeror fails to make change over schedule (including any time necessary for a listed challenge resolution) of the 403(b) Retirement Plan within the time schedule specified herein, or if the Offeror delivers a 403(b) Retirement Plan which does not conform to all of the provisions of this contract, Head Start of Greater Dallas, Inc. may, by written notice of default to the Offeror, terminate the whole or any part of this contract. Under certain extenuating circumstances the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification.

J. Price

The Offeror's proposed plan fees/costs and attached 403(b) Fee Disclosure Form (see attachment) should be submitted separately in a separate envelope marked "COST PROPOSAL". Include information indicating how the price/fees are determined or if there are no overt fees disclose how your firm will benefit from a contract with the Agency. . We are requiring full disclosure of all fees associated with your proposed plan. Please completely fill out the attached 403(b) Fee Disclosure Form and submit with any cost/fee information.

The Agency's major funding source is federal dollars, which must be matched 25% of the Agency budget with non-federal funds. The Agency, a non-profit community service organization, will accept any voluntary assistance from our contractors in meeting this non-federal match providing all other criteria are satisfied. If the Offeror intends to help meet this match through donations or in-kind services then please include a description of the donation/in-kind with the pricing/fee/cost information. Such information will be included in the review process provided all other criteria are satisfied.

All pricing/fee/cost information should be in a separate envelope per instructions for review purposes.

K. Payment

Any payments for services provided (if any are required) will be made on a regular schedule mutually agreed upon by Offeror and Head Start of Greater Dallas. Except for unusual and mutually agreed upon circumstances all payment shall be net thirty (30) from the date of acceptance by the Agency.

L. 403(b) Retirement Plan Review

All 403(b) Retirement Plan documents prepared under this contract and performance shall be reviewed by Head Start of Greater Dallas, Inc. and the Offeror's Administrative liaison on a regular schedule. Agency staff shall review the plan from time to time as discussions with the successful provider indicate are appropriate.

M. Documentation

1. Upon request, the Offeror will provide a copy of documentation pertaining to the determination of any fees/costs, IRS required documentation, any other information or documentation required by any state or federal agency and/or Head Start of Greater Dallas' external auditors need in the 403(b) Retirement Plan. The work papers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.
2. All plan documents shall be retained for at least three years from the end date of the 403(b) Retirement Plan any contract termination .
3. All Plan documentation shall be available for examination by authorized representatives of the cognizant federal or state 403(b) Retirement Plan agency, the General Accounting Office, and Head Start of Greater Dallas, Inc.

N. Confidentiality

The Offeror agrees to keep the information and documentation related to all contracts in strict confidence. Other than the reports submitted to Head Start of Greater Dallas, Inc. and its employees, the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need-to-know" basis. The Offeror agrees to immediately notify, in writing, Head Start of Greater Dallas, Inc.'s authorized

representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

O. Conflict of Interest

The Offeror and it's agents shall disclose to the Agency and Agency employees any relationship that could be construed or constitute a "conflict of interest" with any of the Plan's investment options ("offerings"). Such disclosure is mandatory particularly when the Offeror's agents are presenting the Plan options to Agency employees and/or offering individual investment counseling.

III. OFFEROR'S TECHNICAL QUALIFICATIONS

The Offeror, in its proposal, shall, as a minimum, include the following:

A. Prior 403(b) Retirement Planning Experience

The Offeror should describe its prior 403(b) Retirement Plan management experience including the names, addresses, contact persons, and telephone numbers of organizations for whom they a currently managing a 403(b) Retirement Plan. Experience should be presented in the proposal in narrative form (no letters of recommendation) to include the following categories:

1. Prior experience (number of years) developing and managing employer sponsored 403(b) Retirement Plans. Please include size of plan, number of participants, and type of entity for which the plan was developed/managed.

2. Prior experience (number of years) managing employer sponsored 403(b) Retirement Plans for nonprofit organizations (501 (c) (3)). Please include size of plan, number of participants, and type of entity for which the plan was managed. Please include the quality of the plan investments; the net return for each after all fees are taken out over the management term.

3. Prior experience (number of Plan documents) developing and/or assisting in writing 403(b) Plan documents which meet or exceed any applicable ERISA and IRS guidelines . Please include size of plan, number of participants, and type of entity for which the plan was developed and what was the scope of the Offeror's contribution. Please provide a contact person who can verify this information.

B. Organization, Size, and Structure

The Offeror should describe its firm's organization, size (403(b) assets managed), and management structure. Provide fiscal and organization structural information, including but not exclusively organizational chart, incorporation or partnership documentation, most recent 403(b) Retirement Plan development, and a description of any internal fiscal control systems. Indicate, if appropriate, if the firm is a small and/or minority-owned business and if so *provide third party documentation* for that status. Offeror should include a copy of the most recent investment rating and performance, if the Offeror has been rated. Please provide overall performance data (if available) of the proposed 403(b) plan for the last year, five years, and 10 years (or since Plan inception).

C. Staff Qualifications

The Offeror should describe the team members and the qualifications of staff to be assigned to the proposed Agency 403(b) Retirement Plan. Please include information on such individuals as an assigned Plan manager, Employee Relations liaison, Administrative liaison and/or others if they are included in your proposal.

Descriptions should include:

1. 403(b) Retirement Plan team makeup including leach persons role, title, and responsibilities.
2. Overall supervision to be exercised and how that will interface with Agency leadership.
3. Prior experience, in detail, of the individual 403(b) Retirement Plan team members.

Only resumes of the actual staff to be assigned to the 403(b) Retirement Plan will be reviewed. Educational background, position in firm, years and types of experience, continuing professional education, state(s) in which licensed (if such is required in their position), will be reviewed closely.

D. Understanding of Work to be Performed

The Offeror should describe its understanding of work to be performed and the requirements and needs of the Agency. Include a rationale for such information (but not exclusively) as proposed 403(b) Retirement Plan investment choices, Agency employee loan procedures, Agency employee investment education/orientation, plan document development, required Agency regulatory and fiduciary responsibilities, and other pertinent information. Offeror should also demonstrate an understanding of the diverse needs of Agency employees.

E. Certificates

The Offeror must sign and include as an attachment to its proposal the Certifications and Terms and Conditions enclosed with this RFP.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals shall include three hardcopy copies of the Offeror's Proposal (including the Certifications and T&Cs), three hardcopy copies of the fee/cost and Disclosure information (in a separately sealed envelope). It is strongly recommended that the proposal be organized so that it may be easily evaluated using the evaluation tool and that all requested information be provided. The proposal may be bound but limited to no larger than twelve (12) inch by nine (9) inch pages with a font size no smaller than 10 pts. All documents provided will be incorporated into the contract when the proposal is awarded.

B. Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.

2. The proposal does not follow the specified format and the information requested is deemed by the reviewers to be easily reviewed and assessed.

3. The proposal does not include the Certifications and T&Cs.

4. The Proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the **403(b) Retirement Plan** regulatory requirements.

If a proposal is declared nonresponsive by the review committee it is final and not subject to review, protest, or appeal.

C. Review Process

The following Evaluation Tool will be used by a Solicitation Review Committee to score the proposal, the references, other pertinent information, and to screen the Offerors. Upon completion of the Solicitation Review process, a recommendation for award of this contract will be made to the Audit Finance Committee of the Agency's governing Board.

Head Start of Greater Dallas, Inc. may, at its discretion, request presentations by or meetings with any or all Offerors, to clarify or negotiate modifications to the Offerors' proposals. However, Head Start of Greater Dallas, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, **proposals should be submitted initially on the most favorable terms** (from technical, fee/cost, and comprehensive standpoints) which the Offeror can propose.

Head Start of Greater Dallas, Inc. contemplates award of the contract to the responsible and responsive Offeror who the Review Committee deems as offering the most beneficial contract and best value for the Agency and its employees.

D. Evaluation Tool

Evaluation of each proposal will be based on the following criteria:

	Factors	Point Range
1.	Prior experience 403(b) Retirement Planing:	
a.	Prior experience of 403(b) Retirement Plan development & Management.	0-5
b.	Prior experience 403(b) Retirement Plan management w/ nonprofit organizations including quality of the investments; the net return after all fees are taken out .	0-15
c.	Prior experience developing and/or assisting in writing 403(b) Retirement Plan documents.	0-5
	Head Start of Greater Dallas will contact prior 403(b) Retirement Plan client organizations to verify the experience information provided by the Offeror's.	
2.	Organization, size, and structure of the Offeror's firm. (Considering size in relation to 403(b) Retirement Plans to be performed.)	
a.	Size, assets managed, and fiscal make-up of the firm.	0-10
b.	Minority/small business	0-5
3.	Qualifications of staff to be assigned to the 403(b) Retirement Plan. This will be determined from resumes submitted. Education, position in firm, years and types of experience, continuing professional education, and other credentials. will be considered.	
a.	403(b) Retirement Plan team makeup and quality of the investments	0-10
b.	Overall supervision to be exercised	0-5
c.	Prior experience of the individual 403(b) Retirement Plan team members	0-5
4.	Offeror's understanding of work to be performed.	
a.	Plan options, Services provided, regulatory, etc..	0-15
b.	Scope & adequacy of timeline for Plan change	0-5
5.	Price	
a.	Fees/Costs - disclosure.	0-15
b.	In-kind donation/ non federal match	0-5
	Total points	
		MAX. 100

CERTIFICATIONS

A. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.

B. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.

C. The individual signing certifies that the costs/fees quoted in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

D. The individual signing certifies that all fees/costs/expenses affiliated with the 403(b) Plan(s) quoted on in this proposal have been knowingly and fully disclosed by the Offeror.

E. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.

F. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the request for information upon which the Proposal shall be reviewed.

G. The individual signing certifies that the Offeror, and any individuals to be assigned to the 403(b) Retirement Plan, has not been debarred or suspended from doing work with any Federal, state, school district or local government. (If the Offeror or any individual to be assigned to the 403(b) Retirement Plan has been found in violation of any state, federal, SEC, or local regulation or professional standards, this information must be disclosed.)

M. The individual signing certifies that the Offeror is fully insured and licensed to manage a 403(b) Retirement Fund and it's related investments.

Dated this _____ day of, 20 ___.

_____

(Offeror's Firm Name)

_____

(Signature of Offeror's Representative)

_____

(Printed Name and Title of Individual Signing)

Texas Department
of Human Services

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Texas Department of Human Services (DHS) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.
By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Human Services may pursue available remedies, including suspension and/or debarment.

2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," person, "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Human Services, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract?..... ☐ **Yes** ☐ **No**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Human Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ **The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation In this contract by any federal department or agency or by the State of Texas.**

☐ **The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.**

Name of Contractor	Vendor ID No. or Social Security No.	DHS Contract No. (if applicable)

Date	Printed/Typed Name and Title of Authorized Representative

Signature of Authorized Representative

DEFINITIONS

Covered Contract/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrants) and are between DHS or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:

a. Principal Investigators.
b. Providers of 403(b) Retirement Plan services required by the Texas Department of Human Services or federal funding source.
c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred."

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators.
(2) Providers of 403(b) Retirement Plan services required by the Texas Department of Human Services of federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

With a few exceptions, you have the right to request and be informed about the information that the Department of Human Services (DHS) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask DHS to correct information that is determined to be incorrect. To find out about your information and your right to request correction, please refer to the contact information in your application, procurement, or renewal package.

Standard Terms & Conditions Attachment

(PLEASE SIGN AND RETURN)

Termination: The agreement enter into by Head Start of Greater Dallas and _____, named henceforth as "Contractor," and to which this is attached shall terminate automatically on ----------, 20---- unless otherwise stated in the Purchase Order or agreement to which this is attached. If there is a loss of funding, default, or failure of the Contractor to perform satisfactorily, Head Start of Greater Dallas reserves the right to terminate this agreement with thirty (30) days written notice at any time.

Relationship of Parties: It is understood by the parties that the Contractor, is an independent entity with respect to Head Start of Greater Dallas, and not an employee of Head Start. HSGD will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor or the Contractor's employees. The Contractor shall provide proof of liability insurance, errors and omissions, professional, workers compensation (if applicable), and other required proof of insurance within ten (10) days naming HSGD as Certificate Holder upon acceptance of the P.O. and/or agreement.

Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.

Entire Agreement: The Agreement (awarded proposal), with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties excepting solicitation bid or proposal awards which take precedence.

Amendment: The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Indemnity: THE CONTRACTOR IS ACKNOWLEDGED AS A INDEPENDENT CONTRACTOR OF THE AGENCY AND AS SUCH WILL INDEMNIFY AND HOLD HARMLESS THE AGENCY FOR ANY AND ALL LOSS, EXPENSE, AND/OR CLAIMS ASSOCIATED WITH OR ARISING OUT OF SUCH INJURY OR DAMAGE DUE TO THE ACTIVITIES OR FROM ANY ACT OR OMISSION OF THE OF THE CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS.

Waiver of Contractual Right: The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of Texas unless superseded by federal law.

Equal Opportunity. During the performance of this contract, the CONTRACTOR agrees to follow:

1. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
2. The CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

CERTIFICATIONS: By returning a signed bid the Contractor agrees to and certifies:

1. The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the AGENCY.
2. *The FEDERAL GOVERNMENT and AGENCY shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.*
3. The CONTRACTOR shall take action to insure that all work is performed in accordance with OSHA guidelines and OSHA required record keeping and training is current and on going.

4. The CONTRACTOR shall, in case actual on-site labor costs exceed $2,000.00, comply with the Davis-Bacon Act and pay employee's the rate of pay in accordance with Department of Labor "prevailing wages" schedule (if applicable) and supply the Agency with the DOL required certification forms and payroll records.
5. The CONTRACTOR shall to the best of its knowledge or belief, not be currently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously within the past three years been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes.
6 (per 31 U.S.C. 1352):
The Contractor certifies, to the best of his or her knowledge and belief, that:

a. no Federal funds have been or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement.

b. if such funds have been paid or will be paid as outlined in subsection 5.a) the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with it's instructions.

c. that the Contractor shall require the language of this section (5.) be included in the award documents for all subawards at all tiers, and that all subrecipients shall certify and disclose accordingly.

This section is a material representation of fact upon which reliance was placed when this transaction was made or entered into and submission is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (Byrd Anti-Lobbying Amendment).

In the event of the CONTRACTOR'S' noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further Government contracts. No other terms and conditions may take precedence without the written permission of the Agency.

I have read the above and agree to abide by these terms and conditions. I further by my signature certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above with the exception of the following:

Exceptions:

Contractor _____ Date _____

Company _____

Received and Acknowledged by _____ Date _____

Head Start of Greater Dallas

403(b) Disclosure Form

The 403(b) Fee Disclosure Form is designed plan sponsors to as a tool for identify the fees and potential conflicts of interest of service providers. The Form may be used to evaluate current service providers to the plan or to assess potential service providers. In the event the Form is used for potential service providers, it is anticipated that estimated amounts will be used to complete the Form.

Please review Schedule F, Definition of Terms for clarification regarding the terms used throughout the Form.

403(b) Fee Disclosure Form

Plan Name:

Plan Year:

Service Provider:

Plan Expense Summary

I. **Total Start up Fee** (see Attachment A) _____ $_____

II. **Total Annual Fees** _____

A. Investment Related Fees (see Attachment B) $ _____

B. Plan Administration Expenses (see Attachment C) $ _____

Total Annual Fees $_____

III. **Termination Fees and Expenses** (see Attachment D) $_____

The fees described above are for the services identified on Attachment E.

Do you or any person or entity (whether or not related to you), with whom you have a contractual relationship and/or who provides services to the plan, receive any compensation or other incentives that could be affected by whether this plan invests in a particular investment product or with a particular investment vendor or its affiliate?

Yes No

If yes, please explain amount of such compensation and formula for determining such compensation in a separate attachment.

Assumptions for

Number of eligible participants	671
Number of participants with accounts	687
Number of new loans (per year)	15
Number of existing loans	67
Number of distributions (per year)	45
Number of separate payrolls deposits per year	26
Total Plan assets	15.1 M
Contributions per payroll period	42,500
End of year contribution (not including contributions made during the year)	0

Attachment A

One Time Start up Conversion Expense

Plan Name: _____

Plan Year:

Service Provider: _____

_____

1.	Start Up / Conversion Education	$_____
2.	Start Up / Conversion Enrollment Expense	$_____
3.	Installation Fee	$_____
4.	Plan Document / IRS Filing Fee	$
5.	Termination Fee for Existing Vendor or Funds/Market Value Adjustment	$_____
6.	Other (specify)	$_____
	Total Start Up Fees	$_____

Attachment B
Investment Product Fees

Plan Name:

Plan Year:

Service Provider:

I. Investment Expenses in Mutual Funds and Separate Accounts

(A) Name of Mutual Fund or Separate Account	(B) Expense Ratio or Separate Account Charge (%)	(C) Net Wrap Fee (%)	(D) Insurance/Annuity Expenses	(E) Plan Assets in Fund or Account ($)	(F) Investment Expense [(B) + (C) +(D)] x (E)
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$0 .	$
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$	$
	%	%	%	$	$
Total Investment Expense for Mutual Funds/Separate Accounts					$

II. Registered Investment Advisor Fees: _____ % x _____

Total Plan Assets

III. Other Asset Based Fees

Explain Basis of Fees

IV. Total Asset-Based Fees 1(1) + (II) -1- (III)]

Attachment C
Annual Plan Administration Fees

Plan Name: ___

Plan Year: ____

Service Provider:

(A) **Fee Description**	(B) **Per Unit Charge**	**(C) Number and Description of Units** *(See Assumptions on Page 1)*	OM **Total Fee** [(B) x (C M
Base or Flat Fee Per Year	$	1	$
Per Participant (Account Balance) Fee	$		$
Payroll Processing Charge	$		$
Distribution Fee	$		$
Loan Initiation Fee	$		$
Loan Annual Maintenance Fee	$		$
Custodial Fees	$	1	$
Trustee Fees	$	1	$
Nondiscrimination Testing Fees	$		$
Form 5500 Preparation Fee	$		$
Annual Audit Support	$	Hours	$
Other	$		$
Total Administrative Fees			$

Attachment D
Termination Fees and Expenses

Plan Name: ___

Plan Year: ____

Service Provider:

(A) **Termination Expense Description**	**(B) Number of Years Effective**	**(C) % of Assets**	**(D) Plan Assets**	(E) **Billed Expense**	**Total** [(C) x **(D)j** + (E)
Contract Termination Charge			$	$	$
Back End Load (contingent deferred sales charge (CDSC))			$	$	$
Product Termination Fee			$	$	$
Third Party Administration (TPA) Charge	N/A	N/A	N/A	$	$
TPA Service Contract Charge (CDSC)			$	$	$
Other			$	$	$
Total					$

Attachment E
Services Provided

Plan Name:

Plan Year:

Service Provider:

Check the Services that Are Provided for the Fees Outlined in Prior Attachments:

Start Up Fees

- ❑ Education Program
- ❑ Enrollments
- ❑ Prepare sample Corporate Minutes to adopt plan
- ❑ Prepare prototype plan document and summary plan description
- ❑ Prepare plan amendments, summary of material modification as needed
- ❑ Submit plan document to IRS for favorable determination letter
- ❑ Obtain fiduciary bonding
- ❑ Obtain Federal trust identification number for plan
- ❑ Provide Employer Administration Handbook or Manual

II. Annual Administration Fees

- ❑ Daily Valuation
- ❑ Payroll Processing
- ❑ Balance Inquiry
- ❑ Investment Transfers
- ❑ Participant Statements
- ❑ Voice Response Unit
- ❑ Internet service
- ❑ Custodial Services
- ❑ Trustee Services
- ❑ Non Discrimination Testing
- ❑ Signature Ready Form 5500
- ❑ Annual Audit
- ❑ Plan Document/Amendment
- ❑ Provide asset allocation models
- ❑ Track participants' investment elections
- ❑ Administer loans
- ❑ Process participant distributions
- ❑ Prepare quarterly participant statements
- ❑ Prepare quarterly allocation report
- ❑ Consult on plan design and administration
- ❑ Prepare Summary Annual Report
- ❑ Determine eligibility to participate and vesting
- ❑ Perform IRC 401(k) projections as needed during the plan year
- ❑ Perform IRC 401(a)(4) general test for cross-tested plans
- ❑ Perform IRC 410(b) minimum coverage test

- ❑ Ensure compliance with IRC 415(c) limit on annual additions
- ❑ Ensure compliance with IRC 416 top-heavy requirements
- ❑ Ensure compliance with IRC 402(g) limit on salary deferrals
- ❑ Evaluate permissible deduction under IRC 404
- ❑ Ensure compliance with IRC 401(a)(9) minimum required (age 70 Y2) distributions
- ❑ Provide profit sharing contribution projections and solutions
- ❑ Allocate annual profit sharing contributions
- ❑ Determine and allocate annual matching contributions
- ❑ Prepare IRS Forms 1099, 1096
- ❑ Prepare IRS Forms 945 and 945-A
- ❑ Review qualified domestic relations orders for compliance with IRC §414(p)

III. Fiduciary Services

1. Are you a fiduciary of the plan? ❑ Yes ❑ No ❑ Don't Know

   If yes, please explain. _____

2. Do you provide investment advice? ❑ Yes ❑ No

   If yes, please explain. _____

Schedule F
Definition of Terms

Administration/Recordkeeping Fee - A fee for providing recordkeeping and other plan participant administrative type services. For start-up or takeover plans, these fees typically include charges for contacting and processing information from the prior service provider and "matching up" or mapping participant information. Use of this term is not meant to identify any ERISA Section 3(16)(A) obligations.

Annual Audit - Federal Law requires that all ERISA covered plans with more than 100 participants be audited by an independent auditor. It is also common to refer to a DOL or IRS examination of a plan as a plan audit. Any charges imposed by a service provider in connection with this audit are reflected in Schedule C.

Back-end Load - Sales charges due upon the sale or transfer of mutual funds, insurance/ annuity products or other investments, which may be reduced and / or eliminated over time.

Balance Inquiry - Fee that may be charged each time a participant inquires about his or her balance.

Brokerage Commissions - A fee paid to a broker or other intermediary for executing a trade.

Brokerage Window - A plan investment option allowing a participant to establish a self-directed brokerage account.

Bundled Services - Arrangements whereby plan service providers offer 401(k) plan establishment, investment services and administration for an all- inclusive fee. Bundled services by their nature are priced as a package and can not be priced on a per service basis.

Collective Investment Fund - A tax-exempt pooled fund operated by a bank or trust company that commingles the assets or trust accounts for which the bank provides fiduciary services.

Consultant - is a person or entity who is hired by the Employer to provide specific information or knowledge regarding an aspect of either the plan investments or administration

Contract Administrative Charge - An omnibus charge for costs of administrating the insurance/ annuity contract, including costs associated with the maintenance of participant accounts and all investment related transactions initiated by the participants. The internal management fees of the individual funds are not included in this charge as they are listed separately under the mutual fund charges.

Contract Termination Charge - A charge to the plan for "surrendering" or "terminating" its insurance/ annuity contract prior to the end of a stated time period. The charge typically decreases over time.

Conversion - The process of changing from one service provider to another.

Custodian - An entity who holds the plan assets and executes trades authorized by the Employer, Plan Administrator, Recordkeeper or any other authorized individual.

Distribution Fee - The costs typically associated with processing paperwork and issuing a check for a distribution of plan assets to a participant. This may also include the generation of IRS Form 1099R. This fee may apply to hardship and other in-service withdrawals as well as separation from service or retirement distributions.

Dollar Subsidies - Revenue sharing that the fund company normally pays the Recordkeeper of the plan. It could either be paid as a fixed dollar amount per participant or as a percentage of plan assets.

Eligible Employee - An employee who is eligible to participate in and receive benefits from the plan.

ERISA Investment Manager - A money manager that is an investment advisor and agrees to follow the provisions of ERISA.

Expense Ratio - The cost of investing and administrating assets, including management fees, in a mutual fund or other collective fund expressed as a percentage of assets.

Fiduciary - An entity accepting fiduciary status with respect to the plan.

Finders Fees - The amount of money a mutual fund or other collective fund pays an investment individual/ entity on the initial investment as well as recurring deposits.

Front-End Load - A sales charge incurred when an investment in a mutual fund or other collective fund is made.

Installation Fee - A one time fee for initiating a new plan or initiating new services.

Internal Fees - The cost of investing and administrating assets, including management fees, in a mutual fund or other collective fund expressed by a dollar amount.

Investment Advisor - An entity that is registered under the Investment Advisors Act of 1940.

Investment Transfer Expense - A fee that is associated with a participant changing his or her investment allocation, or making transfers among funding accounts under the plan.

Loans – A loan taken by a participant from their account. The law allows participants to borrow from their accounts up to prescribed limits. This is an optional plan feature.

Loan Maintenance and Repayment Tracking Fee - A fee charged to monitor outstanding loans and repayment schedule.

Loan Origination Fee - A fee charged when a plan loan is originally taken.

Loan Processing Fee - A fee charged to process a plan loan application.

Management Fee - A fee charged for the management of pooled investments such as collective investment funds, insurance/ annuity products, mutual funds and individually managed accounts.

Mutual Funds - A funding vehicle where individuals pool their money and it is invested by a money manager. These funds are normally priced on a daily basis and their net asset values can be located in the business section of most U.S. newspapers.

Nondiscrimination Testing Fee - Tax qualified retirement plans must be administered in compliance with several regulations requiring numerical measurements. The fee charged for the process of determining whether the plan is in compliance is collectively called nondiscrimination testing expense.

Participant - A person who has an account in the plan.

Participant Education Materials/ Distribution Expenses - Costs (including travel expenses) associated with providing print, video, software and/ or live instruction to educate employees about how the plan works, the plan investment funds, and asset allocation strategies. There may be a one time cost associated with implementing a new plan, as well as ongoing costs for an existing program.

Placement Fees – Fees paid by a broker dealer or any other trading institution who receives an order to execute a trade to the individual or entity who initiated that trade.

Plan Document/ Determination Letter Fee (Filing Fee) - A fee charged for a written plan document. This fee can also include the costs associated with preparing and filing IRS required documentation, including the request for a determination letter (document issued by the IRS stating whether the plan meets the qualification for tax-advantaged treatment).

Product Termination Fee - Investment- product charges associating with terminating one or all of a service provider's investment products.

Projected Assets - The value of the current plan assets and how the new service provider would anticipate this being invested according to the plans investment options.

QDRO (Qualified Domestic Relations Order) - A judgment, decree or order that creates or recognizes an alternate payee's (such as a former spouse, child, etc.) right to receive all or a portion of a participant's retirement plan benefits.

Referral - A person who entity that recommends another company to provide a specific function within the plan.

Separate Accounts - An asset account established by a life insurance company, separate from other funds from the life insurance company, offering investment funding options for pension plans.

Service Provider Termination Charge - A plan administrative cost associated with terminating a relationship with a service provider, with the permanent termination of a plan, or with the termination of specific plan services. These may be termed "surrender" or "transfer" charges.

Shareholder Services - A Recordkeeper provides services that a mutual fund use to provide (through setting up separate accounts foe each employee). The mutual fun, in return, pays the Recordkeeper a fee for these services.

Signature Ready Form 5500 - A form which all qualified retirement plans (excluding SEP's and SIMPLE IRA's) must file annually with the IRS that is completed by the service provider for the plan administrator to sign.

Soft Dollar Arrangement - An arrangement where a broker dealer or custodian sends back some commissions they earn on trading securities to the firm that placed the trade. The money is used to cover miscellaneous expenses.

Start Up/ Enrollment Expense - The cost associated with providing materials to educate employees about the plan, and enrolling employees in the plan. This may be part of, or included in, the education programs. There may be a one time cost associated with implementing a new plan, as well as ongoing enrollment costs.

Sub Transfer Agency - Where one firm agrees to be an agent of another firm.

Trustee Services - Where an individual, bank or trust company has fiduciary responsibility for holding plan assets.

VRU - Voice Response Unit

Wrap Fee - An inclusive fee generally based on the percentage of assets in an investment program, which typically provides asset allocation, execution of transactions and other administrative services.

12b-1 Fee - A charge to shareholders to cover a mutual fund's shareholder servicing, distribution and marketing costs.