JEB SPAULDING
STATE TREASURER

RETIREMENT DIVISION
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STATE OF VERMONT
OFFICE OF THE STATE TREASURER

REQUEST FOR PROPOSALS
TO PROVIDE
MANAGEMENT CONSULTING SERVICES
RETIREMENT DIVISION

OFFICE OF THE VERMONT STATE TREASURER

Issued October 21, 2003

Submission Deadline: November 14, 2003, by 2:00 p.m.

133 STATE STREET • MONTPELIER, VERMONT 05633-6200
TREASURER: (802) 828-2301 • TOLL-FREE (in VT only): 1-800-642-3191
www.tre.state.vt.us

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I. BACKGROUND and PURPOSE

The Office of the State Treasurer is seeking an individual consultant or consulting firm to assist in assessing organization and operational areas of the Retirement Division. The consultant will work closely with senior staff within the Division and the Office of the State Treasurer. The consultant will be required to prepare a summary document and recommendations on specific organizational, management, and programmatic issues.

Retirement Operations Information:

The Retirement Office is a division of the Vermont Treasurer's Office. The office administers the three retirement systems authorized by State Statutes:

- Vermont State Employees' Retirement System (VSERS)
- Vermont State Teachers' Retirement System (VSTRS)
- Vermont Municipal Employees' Retirement System (VMERS)

At this time, there are 31,069 active, inactive, or vested members and 9,220 retired members in the three systems.

In addition, the Office administers a deferred compensation (457) program for state employees through a third-party administrator. A single depository investment account (SDIA), a tax-sheltered account funded through employee transfers from a non-contributing system, is also administered by a third-party vendor.

Administration of the Retirement Operations Division is conducted by the Office of the State Treasurer, under the direct supervision of the Director of Retirement Operations. The Retirement Operations Division is comprised of twelve (12) staff. The primary function of the staff is to serve the needs of the active contributing members and retired members receiving benefits payments. On the active member side, the Retirement Operations Division oversees enrollments, transfers, refunds, and adjustments to members' accounts. On the retiree side, the Division oversees the issuance of the payroll, changes to dependents, adjustments to payments, and replacement checks. Other responsibilities include employee re-instatements, calculation of buybacks and refunds, disability retirements, and determination of survivor benefits. There is an extremely high volume of inquiries by phone, e-mail, and face-to-face by appointment or walk-in. The retirement counselors provide one-on-one counseling to prospective retirees. Counselors provide estimates of pension and beneficiary payments by verifying a member's creditable service, salaries, and personal information (i.e., date of birth, beneficiary date of birth, etc.). Counselors and supervisory staff also conduct informational seminars.

Administration of the assets of the three retirement systems is through the Office of the State Treasurer under the authority of the Board of Trustees. The Vermont State Treasurer is a member of all three retirement system boards. The Director of Finance and Investments provides investment advice, administration, and oversight to the Office of the State Treasurer. New England Pension Consultants is currently retained as investment consultant, and investment managers are retained to manage various portfolios. The investment function is not part of the scope of this contract. Retirement Operations Division staff members do, however, provide administrative support to the Board of Trustees and to the investment contract management function. These staff supports and the interactions with the Division as a whole are within the scope of the project.

A Table of Organization for the Office of the State treasurer is included as Attachment A.

II. SCOPE OF WORK

General Scope and Business Specifications:

The Management Consultant will review day-to-day operations and procedures in the Retirement Operations Division of the State Treasurer's Office and make recommendations on the productivity, cost-effectiveness, and internal control safeguards of the department. The consultant will:

- Assess the current operations of the Retirement Operations Division.
- Assist senior management in defining and prioritizing operational and structural issues.
- Conduct workflow analysis.
- Assess organizational structure and communication between management and staff.
- Review customer response time and level of service to active employees and retirees.
- Assess the level of productivity and effectiveness of current business practices.
- Review internal control and quality assurance procedures.
- Work with senior management to increase effectiveness in the following areas:
    - Leadership and management development
    - Defining action steps for change
    - Operational measurements
    - Designing accountability methods.
- Define resources needed to achieve increased performance and effectiveness.
- Make recommendations in above areas, as needed.

Time Requirements:

This project is scheduled to begin December 1, 2003, and site work should be completed no later than January 30, 2004. A draft report should be ready for review by the Office of the State Treasurer no later than February 20, 2004.

Products:

The consultant or management firm will conduct a mid-project assessment presentation to senior management staff on observations and recommendations to date.

The consultant or management firm will produce a report with recommendations on each of the areas listed under requirements.

An exit interview/presentation reviewing recommendations will be required.

Minimum Qualifications:

The selected management consultant must have demonstrated successful experience working with senior managers in the areas of organizational development, planning, workflow analysis, and change management. The consultant should have a minimum of five years' prior experience.

Additional Requirements:

The selected bidder will attest that its firm and key professionals do not have or anticipate a potential conflict of interest with the Office of the State Treasurer or the Boards of Trustees of the Vermont State Employees' Retirement System, Vermont State Teachers' Retirement System, or the Vermont Municipal Employees' Retirement System**.**

Shipping and Delivery Fee Exemption:

All items covered under this contract are exempt from duplicating, shipping, and related administrative charges. The bidder must not include shipping charges on any invoice.

Confidential Information:

The bidder agrees that all discussions or information gained during an engagement shall be considered confidential, and that no information gathered by the bidder shall be released without prior consent of the Treasurer's Office.

Reports:

The bidder must make available all deliverables to the Office of the State Treasurer as scheduled unless advised in writing of a change in schedule.

Staffing:

Using all information contained in or referenced in this RFP and its prior experience, the selected bidder must provide a staffing plan identifying key personnel and their qualifications.

Office Space:

The Treasurer's Office will make on-site space available as needed by the consultant. Copier, fax, and telephone access will be provided.

III. Terms and Conditions for Submission of Proposals

The purpose of this section is to state the terms and conditions that will govern the submission of responses to the State in response to this Request for Proposals.

Proposal Inquiries:

All inquires concerning this RFP shall be made in writing, citing the RFP Title, Page, Section, and Paragraph, and shall be submitted to:

Elizabeth A. Pearce, Deputy State Treasurer
Office of the State Treasurer
133 State Street
Montpelier, VT 05633-6200
E-mail: bpearce@tre.state.vt.us

Vendors are encouraged to submit questions via e-mail.

Any individuals and/or firms that intend to submit a response are prohibited from contacting any employees of the Office of the State Treasurer other than the contact person. An exception to this rule applies to individuals or firms that currently do business with the Office of the State Treasurer but shall be limited to that business and should not relate to this RFP. **Failure to observe this rule may result in disqualification.** Furthermore, no other individual employee or representative of the State of Vermont is authorized to provide any information or respond to any question or inquiry concerning this RFP other than as described herein.

All inquiries must be received no later than the date specified in this section. Inquiries received after this date and time will be addressed only if they are deemed by the Office of the Treasurer to be critical to the competitive selection process. An official written answer will be provided to all questions meeting these requirements.

In an effort to provide a fair process and complete information, all written questions and the response will be summarized in a fact sheet that will be available to any potential respondent and posted on the Treasurer's Web site (www.tre.state.vt.us). Similar inquiries will be consolidated into one question. The name(s) of the firms submitting the questions will not be listed.

Any proposal determined to be non-responsive to the specifications or other requirements of this RFP, including instructions governing format, may be disqualified without evaluation. The Office of the State Treasurer shall reserve the right to clarify and seek supplemental information to any proposal submitted.

Any change to or interpretation of the RFP by the Office of the State Treasurer will be posted on the Web site for the State Treasurer (www.tre.state.vt.us). Potential bidders are encouraged to check this site frequently for any additions, clarifications, or revisions to the document.

Calendar:

The following is the tentative time schedule for the selection of a vendor to provide the services described herein. All dates are subject to modification by the Office of the State Treasurer with notice.

Issuance of RFP	October 21, 2003
Question Deadline	October 30, 2003
Question Response Deadline	November 6, 2003
RFP Response Deadline	November 14, 2003
Oral Presentations	As Needed
Approximate Contract Award Date	November 21, 2003
Approximate Start Date	December 1, 2003

No Respondent Conference:

No formal Bidders' Conference will be held. Questions may be directed to the Deputy State Treasurer as noted above.

Financial Responsibility:

The respondent understands and agrees that the State shall have no financial responsibility for any costs incurred by the respondent in responding to this RFP.

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the RFP, its proposal, and any resulting contract. The Office of the State Treasurer shall approve any subcontractor in advance.

The vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible vendors and without effort to preclude the Treasurer's Office from obtaining the best possible competitive proposal.

Number of Response Copies:

Please submit five (5) copies of your response to:

Elizabeth A. Pearce, Deputy State Treasurer
Office of the VT State Treasurer
133 State Street
Montpelier, VT 05633-6200

All responses must be delivered to the above office on or before November 14, 2003, at 2:00 p.m., Vermont local time. Responses received after the above date and time will not be considered.

All material received in response to this RFP shall become the property of the Office of the State Treasurer and will not be returned to the bidder. Regardless of the bidder selected, the Office of the State Treasurer reserves the right to use any information presented in a proposal. The content of each vendor's proposal shall become public information once a contract has been awarded.

Oral Presentations:

The Office of the State Treasurer shall have the option to invite the bidders to make oral presentations. Oral presentations provide an opportunity to evaluate a bidder through the presentation of its proposal. The Office of the State Treasurer may limit the number of oral presentations conducted. Bidders will not be informed of their rank at the time of the oral presentations.

The time allotments and the format shall be the same for all oral presentations. Bidders will be given notice of at least two (2) business days prior to the date of an oral presentation. The Office of the State Treasurer may waive the location and medium requirements of an oral presentation upon the written request of a bidder due to special hardships, such as a bidder with disabilities or limited resources. In these circumstances, the Office of the State Treasurer may conduct oral presentations through an alternative written or electronic medium (e.g., telephone, video conference, TTY, or Internet).

A bidder is limited to the presentation of material contained in its proposal, with the limited exception that a bidder may address specific questions posed by a procurement team or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other bidders and fair competition, and shall not be permitted.

Effective Period of Responses:

Responses must remain in effect for at least 120 days from the submission deadline and thereafter until either the bidder withdraws the response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

Disqualification of Proposals:

A. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.

B. Non-responsive Proposals: Proposals that are not responsive or that fail to comply with mandatory requirements of the RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or in incorrect format.

C. Collusion: Collusion by two or more bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposal or termination of a contract.

D. Debarred Bidders or Subcontractors: A bidder who is currently subject to any Vermont or federal debarment order or determination shall not be considered for evaluation. If a bidder's proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred.

Right of Rejection by the State:

Notwithstanding any other provisions of this RFP, the State reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Vermont. It is further within the right of the State to reject responses that do not contain all elements and information requested in this document.

Contract Negotiations:

After a review of the responses and possible oral presentations, the Office of the Treasurer intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, or the contract awards may be for segments, phases, or specific tasks associated with a proposal. The Office of the Treasurer reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Vendors are therefore encouraged to detail the pricing associated with their proposal so that costs are indexed to specific tasks or project phases. This will allow the Office of the Treasurer to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so.

If a contract is not finalized in a reasonable period of time, the Office of the Treasurer will open negotiations with the next ranked consultant or firm.

Award of Contract(s):

The respondent to whom the contract(s) is/are awarded shall be required to enter into a written contract in a form approved by the Vermont Attorney General. This RFP and the response, or any part thereof, may be incorporated into and made a part of the final contract. Customary State contract provisions are contained in Appendix B. However, the State reserves the right to negotiate the terms and conditions of the contract.

Contract Duration:

The contract is expected to be written for an engagement of approximately three (3) months.

Terms and Conditions Agreement:

In addition to any other requirements defined in this RFP, should a contract be awarded, the selected bidder is required to comply with the State of Vermont Standard Contract Terms and Conditions.

IV. ESSENTIAL ELEMENTS OF PROPOSAL

Proposals must include and will be evaluated on the following:

Part I - Cover Letter

The response should contain a cover letter and introduction, including: the company name and address, and the name and telephone number of the person or persons authorized to represent the respondent regarding all matters related to the response. The cover letter should also contain the following statement:

"We have read the State's *Request for Proposals (RFP) Management Consultant Services* and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the State's requested services that we have indicated we can meet. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the Office of the State Treasurer."

In addition, the cover letter must certify that:

1. The response is genuine, and is not a sham or collusive.

2. The response is not made in the interest of or on the behalf of any person not named therein.

3. The bidder has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.

4. The bidder has not in any manner sought by collusion to secure an advantage over any other respondent.

5. The bidder has thoroughly examined the RFP requirements and proposed fees cover all the services that we have indicated

6. The bidder acknowledges and accepts all terms and conditions included in the RFP.

7. The bidder agrees to provide management consultant services in a manner acceptable to the Treasurer's Office and as stipulated in the RFP and subsequent contract.

8. The bidder and key professionals do not have or anticipate a potential conflict of interest with the Office of the State Treasurer or the Board of Trustees of the three retirement systems.

A person authorized to bind the firm to all commitments made in its response shall sign this letter.

Part II- Technical Proposal

The bidder must include a narrative outlining the consultant's qualifications and capacity to provide the requested services. This response must include the following:

1. Provide an overview of your firm's services and management approach. The narrative should demonstrate the bidder's ability to customize services to the clients needs.

2. Describe your relevant experience and background in organizational development, workflow and productivity analysis, training, and change management.

3. Provide a proposed timeframe for the project.

4. Identify the key staff to be assigned to this engagement and provide résumés/biographies

5. Provide five references, including contact name, address, and phone. Please briefly describe the nature of the engagement/project.

6. If applicable, provide a list of public sector clients, including state agencies, authorities, and municipalities. Include at least one such client on your reference list.

Part III- Cost Proposal

The Cost Proposal should include:

- Overall budget
- Staff rates per hour and estimated total hours for each person assigned to the engagement.
- Other expenses or costs associated with the performance of this contract.

V. EVALUATION CRITERIA

The factors to be used in evaluating the responses will include, but are not limited to, the following:

1. The ability to provide the requested services.

2. Qualifications of staff to be assigned to engagement.

3. Proposed fees and compensation.

4. Quality and conciseness of responses.

5. Quality of references.

6. The value of any service suggestions, or other new ideas and enhancements.

Fees and compensation will be an important factor in the evaluation of responses. However, the Office of the State Treasurer is not required to select the low cost bidder but may select the bid that demonstrates the “best value” overall, including proposed alternatives, and that meets the objectives of this RFP. The Office of the State Treasurer reserves the right to negotiate a change in any element of contract performance or cost identified in the RFP.

ATTACHMENT A

OFFICE OF THE STATE TREASURER
TABLE OF ORGANIZATION

Table of Organization
Office of the State Treasurer

ATTACHMENT B

STANDARD CONTRACT PROVISIONS

STATE OF VERMONT **Contract #_____**

STANDARD CONTRACT FOR PERSONAL SERVICES

1. Parties: This is a contract for personal services between the State of Vermont _____ _____ (hereafter called "State"), and _____ with _____ principal place of business in _____ (hereafter called "Contractor"). Contractor's form of business organization is _____. Contractor (is/is not) required by law to have a Business Account Number from the Vermont Department of Taxes. Account Number is (#_____/not required by law).

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of _____. Detailed services to be provided by the Contractor are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $_____.00.

4. Contract Term: The period of Contractor's performance shall begin on _____, 20____, and end on _____, 20___.

5. Prior Approvals: If approval by the Attorney General's Office or the Secretary of Administration is required (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

-Approval by the Attorney General's Office is/is not required.
-Approval by the Secretary of Administration is/is not required.

6. Amendment: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, and numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation: This contract may be canceled by either party by giving written notice at least ____ days in advance of the proposed cancellation date.

8. Attachments: This contract consists of ____ pages including the following attachments, which are incorporated herein:

Attachment A – Specifications of Work to be Performed
Attachment B – Payment Provisions
Attachment C – "Customary State Contract Provisions" (revision date 2/95).
Attachment D – Standards of Conduct

Contract #

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.

by the **STATE OF VERMONT:**	by the **CONTRACTOR:**
Date: _____	Date: _____
Signature: _____	Signature: _____
Name/Title: _____	Name/Title: _____
Agency: _____	Fed ID/S. Sec#_____

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

(Insert Attachment A)

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT B
PAYMENT PROVISIONS

(Insert Attachment B)

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT C
CUSTOMARY STATE CONTRACT PROVISIONS

1. **Entire Agreement**: This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This contract shall be governed by the laws of the State of Vermont.

3. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30) and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.

4. **No Employee Benefits for the Contractor:** The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, worker's compensation, or other benefits or services available to State employees, nor will the State withhold any State or Federal taxes. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to, income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

6. **Insurance:** Before commencing work on this contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract.

Worker's Compensation: With respect to all operations performed, the Contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Independent Contractor's Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Products Aggregate
$50,000 Fire Legal Liability

Automotive Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than $1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior written representations by the Contractor, including but not limited to bills, invoices, progress reports, and other proofs of work.

8. **Records Available for Audit:** The Contractor will maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

9. **Fair Employment Practices and Americans with Disabilities Act:** The Contractor agrees to comply with the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10**. Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set-off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

11. **Taxes Due to the State:**

a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, and corporate and/or personal income tax on income earned within the State.

b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

a. is not under any obligation to pay child support; or
b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. **Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with Paragraph 11 above.

14. **No Gifts or Gratuities:** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

15. **Copies:** All written reports will be printed using both sides of the paper.

Notwithstanding any other provision in this contract, the parties understand that this contract is a public record.

- End -