

Maine Public Employees Retirement System
Request for Proposals 2014-005
Organization Realignment Consulting Services

1. Maine Public Employees Retirement System (MainePERS) is a quasi-governmental agency operating in Augusta, Maine. For more information about MainePERS please visit our website at www.mainebers.org.
2. **Scope:** The objective of this RFP is for MainePERS to procure organizational realignment consulting services for an agency consisting of approximately 100 employees.
3. **Description of Services:** Attachment A describes the products and/or services to be provided by the consultant to MainePERS pursuant to this RFP.
4. **Terms of Contract:** The successful bidder will be required to enter into MainePERS' standard contract for services, a copy of which may be found at Attachment B.
5. **Insurance:** The Consultant will be required to obtain, maintain, and provide proof of the following minimum insurance coverage unless the Contractor convinces MainePERS that the Contractor should be exempt from this requirement or subject to a lesser minimum insurance coverage:
 - a. Comprehensive or Commercial General Liability - \$2,000,000
 - b. Workers' compensation coverage as required by the insurance laws of the State of Maine
6. **Qualification of Consultant:** The Consultant must demonstrate a minimum of five (5) years of experience in the business of providing the services and products described in this RFP and have access to appropriate resources to perform as necessary to meet the obligations of this RFP.
7. **Mandatory Bidders Conference:** The **mandatory** Bidders' conference for this RFP shall be 4/18/2014 at 2:00 PM EDT by conference call at (207) 512-3190. During the conference call questions may be asked regarding the RFP. MainePERS may provide answers to questions at that time or defer questions to a written response. The written response will be the formal MainePERS response and the final word. All attendees to the Bidders' conference will receive a copy of the written response to questions by 4/25/2014.

Questions asked outside of the Bidders conference may be submitted at any time through 4/18/14 at 5:00 PM EDT. They must be submitted in writing via US Mail to Rebecca Grant, P.O. Box 349, Augusta, Maine 04332-0349 or submitted via e-mail to Rebecca.Grant@mainepers.org.

8. **Evaluation Committee:** An Evaluation Committee will review, evaluate and score all proposals.

Following a preliminary review of all proposals submitted by the deadline, the Evaluation Committee may, at its discretion, interview those bidders whose proposals have received the highest scores. The interview would be an opportunity for the bidder to respond to the Committee's questions and to clarify its proposal. It will not be an opportunity for the bidder to submit new information not included in the original proposal submitted. If interviews of the top scoring bidders are conducted, the Committee will conduct a post-interview review of the proposals and any further clarification as conveyed through the interview process. Bids will be evaluated using the following weighted evaluation criteria:

CRITERION	MAXIMUM NUMBER OF POINTS	DESCRIPTION
Proposed methodology and tools	30%	<ul style="list-style-type: none">• Demonstrated understanding of the nature and scope of the project and the tasks to be performed• Soundness and effectiveness of the project approach• Alignment and fit with current process• A detailed, comprehensive project plan. Appropriate and adequate written materials supporting the project tasks.
Communication process and employee involvement	15%	A comprehensive and appropriate detailed communication process addressing employee involvement.
Professional qualifications and education of staff	10%	Professional qualifications of staff; recent experiences of staff assigned to the project and a description of the tasks to be performed by each staff person.
Timeframe for completion	10%	Suitability of timetable.
Reference checks	5%	Evaluation of references.
Previous Experience with similar projects	5%	Previous business experience with similar projects, including any experience with MainePERS.
Cost	25%	Cost is evaluated on a calculation basis, provided that all proposal requirements are met, with lowest cost proposal receiving full points and all others receiving a ratio of points against the lowest cost proposal.

9. **Proposal Package:** Proposals must include the following:

- a. Transmittal Letter which shall include:
 - i. Name and address of the Bidder;
 - ii. Name, title and telephone number of the contact person for the Bidder;
 - iii. A statement that the proposal is in response to this Request for Proposal;
 - iv. The signature, typed name and title of the individual who is authorized to commit the Bidder to the proposal; and
 - v. Federal I.D. number
- b. Two (2) copies of the proposal must be clearly marked and in a sealed envelope with the Bidder's return address and the notation RFP 2014-005 and delivered to the address in section c below. The proposal shall include:
 - i. A summary of the Bidder's experience and at least three (3) current references for projects similar in nature and size/scope. Include client, reference, telephone numbers, staff members who worked on the project, budget, schedule and project summary; one page per project.
 - ii. The information requested in Attachment A.
 - iii. A description of the staffing, equipment, and supplies to be used to accomplish the work, including the proposed number of FTE (Full Time Equivalent) staff providing services. Include the title and qualifications of the project leader and the number/type of resources to be involved, and the role each will play. Include resumes.
 - iv. A statement as to how long it would take from the notice of award to begin providing services.
 - v. A statement that all conditions of Attachment B, Organizational Realignment Consultant Agreement, are acceptable or specifically state any objections to the contract.
 - vi. A Cost Sheet, attached hereto as Attachment C, must be completed and signed.
- c. All proposals are due no later than 5/23/2014. Only proposals received as of 2:00 PM EDT will be considered. Bidders submitting proposals by mail are responsible for allowing adequate time for delivery; proposals post marked by due date only will not suffice. Faxed or electronic proposals will not be accepted. All proposals must be sent to the following address:

Maine Public Employees Retirement System
Organization Realignment Consultant, RFP 2014-005
Attention: Rebecca Grant
P.O. Box 349
Augusta, Maine 04332-0349

The physical address, which should be used if the proposal is sent by other than the U.S. Postal Service, is 96 Sewall Street, Augusta, Maine.

10. **Award**: Contract awarded will be made to the bidder whose proposal receives the Committee's highest score following the final review.
11. **Price**: Prices will remain firm for the duration of any contract issued.
12. **Award Notification**: All bidders will be notified of the award decision in writing when it is made. MainePERS will initiate contract negotiations with the selected bidder. Should MainePERS be unable to reach an acceptable contract agreement with the selected bidder, MainePERS reserves the right to withdraw the award and to make an award in favor of the bidder whose proposal received the next highest score.
13. **Rights of MainePERS**: The Request for Proposal does not commit MainePERS to award a contract. MainePERS reserves the right to accept or reject any or all proposals received. MainePERS has the right to cancel or reschedule the bidders' conference. MainePERS has the right to interview any or all consultants after the RFP deadline. MainePERS may also cancel this Request for Proposal in part or in its entirety. MainePERS reserves the right to waive minor irregularities in any proposal received.
14. **Timeline for this RFP**: MainePERS has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of MainePERS.

EVENT	DATE
RFP Issued	3/12/2014
Mandatory Bidders' Conference	4/18/2014 (2:00 PM EDT)
Deadline for Questions	4/18/2014 (5:00 PM EDT)
Written Response to Questions	4/25/2014
Proposal Due Date	5/23/2014 (2:00 PM EDT)
Evaluation of Proposals	6/23/2014
Negotiations and Execution of Contract	6/30/2014
Contract Start Date	7/1/2014

Attachment A
Specifications of Work to be Performed
and Products to be Provided

1. **Scope:** These specifications provide for consulting services to assist with organizational realignment for MainePERS, located at 96 Sewall Street Augusta, Maine. These services must be completed in strict accordance with the standards, schedules, and conditions set forth herein.
2. **Description of Work:** The work to be accomplished should begin with a presentation of the plan, or map, of the proposed process, which should be in accordance with the guidelines set forth below. The consultant will conduct a thorough environmental assessment and present the findings to MainePERS. A recommendation for realignment should be prepared and presented to the Executive Director, and once approved, should be followed by a plan for transition.
3. **Guidelines for Realignment:**

The consultant will provide a proposal for realignment that follows our Guiding Principles:

- *The success of those we serve is the measure of our success*
- *We make it easy for others to work with us by placing their needs in front of ours*
- *We build relationships by listening and understanding everyone's interests*
- *Integrity is the cornerstone upon which we build quality work and customer care*
- *We build public trust through open meetings and transparent decisions*
- *We create a safe, trusting and creative work environment by working in teams which plan before acting, share information uniformly, and make decisions together*

The consultant will provide a proposal for realignment that follows our mission:

Serving the public with sound retirement services to Maine government.

The consultant will provide a proposal for realignment that supports our customer service philosophy:

Our service improves lives by building trusting relationships with all of our customers.

MainePERS believes our organizational structure should be aligned with the demands being created by the changing environment for retirement plans. We seek to provide the best services to our members. We are currently organizationally structured to meet the historical demands of public pensions systems. We seek to update, or realign, our structure to meet the future demands of a public retirement system, which may mean eliminating, modifying, and/or adding to existing functions of our current work scope. We believe we are properly sized and are not seeking reductions in staffing levels.

We strongly believe transparency creates an open and trusting environment that fosters productivity, alignment of interests, and the delivery of outstanding service. Successful realignment therefore depends on a transparent process based on the belief that service demands are changing, and that full engagement of our talented and knowledgeable staff on why and how to achieve that alignment with the future is crucial.

In addition to supporting our mission, goals and outcomes, customer service philosophy and guiding principles, MainePERS has the following goals for realignment:

- MainePERS should be structured to continuously adapt to the changing future. Our structure should support a proactive, flexible staff seeking to continuously adapt to changing customer needs. This organizational structure should embed cross-trained staff, continuing and effective education, and flexibility to change as our environment changes and create or be a resource for questions and concerns.
- Create a structure that is systems and processed based and optimizes a team-based approach.
- Modern job titles that promote the team, versus individual identities.
- Promote better communication and decision making across departments.
- Create an appropriate span of control.
- Create a structure that provides service in the most cost effective way.

Bidders should include a letter of introduction, executive summary of the proposal and an overview of the firm's background and qualifications.

Within the body of the proposal, explain in detail:

- your understanding of the assignment - a description of your comprehension of the work to be performed
- what your organizational realignment methodology is and your strategy for implementation
- how you would enter the organization and assess its current structure
- how you would collaborate and communicate with staff as we move through the process (interactive and transparent)
- how your approach supports team-based objectives
- how obstacles are identified and removed, as appropriate (mitigating risk)
- what the deliverables of the project would be
- time frame and benchmarks for completion of the project
- required and optional components
- how you evaluate success and ensure the objectives are met and the customer is satisfied
- any additional information that would help clarify the information you have provided

Attachment B

ORGANIZATION REALIGNMENT CONSULTANT AGREEMENT

THIS ORGANIZATION REALIGNMENT CONSULTANT AGREEMENT ("Agreement") is made this _____ day of _____, 2014 by and between the MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM ("MainePERS") and _____ ("Contractor").

NOW, THEREFORE, MainePERS and the Contractor hereby agree as follows:

Section 1 SERVICES OF CONTRACTOR

- 1.1 Scope of Services. The Contractor shall furnish services, goods, material, and equipment as set forth in the Organization Realignment Consultant Request for Proposals dated March 12, 2014 ("RFP") and the Contractor's proposal in response to the RFP, which are attached hereto as Exhibits 1 and 2, respectively, and incorporated herein by reference.
- 1.2 Compliance with Law. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations. This Agreement shall be governed in all respects by the laws, statutes and regulations of the United States of America and the State of Maine. Any judicial proceeding brought by one party against the other party shall be brought in the courts of the State of Maine.
- 1.3 Licenses, Permits, and Fees. Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- 1.4 Liability Insurance. The Contractor shall keep in force insurance as specified in the RFP issued by a company licensed to do business in the State of Maine. Prior to the execution of this Agreement, and subsequently at the request of MainePERS, the Contractor shall furnish MainePERS with written or photocopied verification of the existence of such insurance.

Section 2 COMPENSATION

- 2.1 Contract Amount. [fill in pricing]
- 2.2 Method of Payment. [insert invoicing and payment terms] Conditioned on Contractor's compliance with all of its obligations under this Agreement, MainePERS will make payments within 30 days after receipt of the Contractor's invoice.

- 2.3 Independent Contractor. In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of MainePERS.

Section 3 COORDINATION OF WORK

- 3.1 Agreement Administrator. Rebecca Grant is hereby designated to be the MainePERS Agreement Administrator ("Agreement Administrator") during the term of this Agreement. MainePERS shall have the right to designate another Agreement Administrator upon written notice to Contractor. All invoices, correspondence and related submission from the Contractor shall be submitted to:

Rebecca Grant, Agreement Administrator
Maine Public Employees Retirement System
P.O. Box 349
Augusta, Maine 04332-0349

- 3.2 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 3.3 Assignment. Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of MainePERS, and any attempt to so assign or subcontract shall be invalid. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor's successors and permitted assignees.

Section 4 TERM

- 4.1 Term. Unless earlier terminated in accordance with Section 4.2 below, the term for this Contract shall begin on [date] and shall continue until [date]. MainePERS may extend the term year-to-year by giving Contractor written notice prior to the expiration of the Contract under this Section 4.1.
- 4.2 Termination. MainePERS may terminate this agreement for any reason at any time by giving Contractor at least 30 days written notice of termination. Immediately upon receiving a notice of termination, Contractor shall cease performing any additional work under this Contract unless otherwise agreed upon by the Parties in writing.

Section 5 MISCELLANEOUS PROVISIONS

- 5.1 Unauthorized Persons. Unless specifically authorized by the Agreement Administrator, under no circumstance shall another person or persons accompany Contractor or Contractor's

employees onto MainePERS' property while Contractor is conducting work under this contract.

5.2 Confidential Information/Security. Confidentiality of MainePERS information is required. All materials and documents located in MainePERS buildings shall constitute confidential information. Contractor shall maintain confidentiality in accordance with industry standards and State and federal law. Neither Contractor nor its employees will disclose, release or communicate any confidential information to any third person, individual, organization or entity without specific authorization by MainePERS. Any violation or breach of this provision will constitute grounds for immediate termination of the Agreement and shall entitle MainePERS to all remedies available in law or equity.

5.3 Conflicts of Interest. No member of the MainePERS Board of Trustees or individual employed by MainePERS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 17 M.R.S. § 3104. No other individual employed by MainePERS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to the individual's employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of MainePERS.

5.4 Solicitors. The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MainePERS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 Access to Records. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by MainePERS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.

5.6 MainePERS Held Harmless. The Contractor agrees to indemnify, defend, save and hold harmless MainePERS and its officers, trustees, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to

as "Person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims suffered or incurred by any Person who may be otherwise injured or damaged in the performance of this Agreement; and (iii) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) MainePERS negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MainePERS in accordance with this Agreement.

5.7 Notice of Claims. The Contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of Contractor under this Agreement.

5.8 Severability. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

5.9 Force Majeure. The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of Contractor's non-performance caused by any of the foregoing reasons, MainePERS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

5.10 Entire Agreement. This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

IN WITNESS WHEREOF, MainePERS and Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above.

Maine Public Employees
Retirement System

Company Name

Its:

Its:
EIN or SSN: _____

Attachment C
Cost Sheet

Fee structure:

Rates per team member, if applicable:

Costs for optional components:

Travel expenses:

What is included/excluded in the fee structure?

What are the reimbursement procedures?

Special payment terms _____

Bidder Name: _____

Bidder Signature (written): _____ Date: _____

Bidder Address: _____

