

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
April 21, 2011**



REQUEST FOR PROPOSAL #11-0216

CONSULTATIVE AND ADMINISTRATIVE SERVICES
RELATIVE TO THE COUNTY'S SUPPLEMENTAL
RETIREMENT PLAN

DUE: May 23, 2011

*Request For Proposal Prepared By
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Purchasing Department
www.chesterfield.gov/purchasing*

1. PURPOSE

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit qualified and interested firms to submit proposals for providing Consultative and Administrative Services for the County's Supplemental Retirement Plan.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Submittals, in **four (4)** copies, marked **Consultative and Administrative Services relative to the County's Supplemental Retirement Plan** will be received no later than **5:00 P.M.**, Local Time Prevailing, on **May 23, 2011**, in:

Chesterfield County Purchasing Department
9842 Lori Road, Suite 101 (Court Square)
Chesterfield, Virginia 23832-0001
Monday-Friday, 8:30 a.m. – 5:00 p.m.

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**

- 2.3 Mark outside of envelope with **RFP #11-0216** and proposal subject, **Consultative and Administrative Services relative to the County's Supplemental Retirement Plan.**

- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

- 2.5 In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.

- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.

- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
- 2.10 For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values

center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 2.15 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the

management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia* 2.2-4310)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

- 2.16 Cooperative Procurement (Use of this contract by other public bodies): This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 2.17 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.18 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws.
- 2.19 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 2.20 Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.
- 2.21 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
 - A. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.22 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

2.23 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition

- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 2.24 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the General Services Environmental Division at (804) 717-6531.
- 2.25 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.
- 2.26 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.
- 2.27 Contractor Background Checks: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 2.28 Sensitive Information Handling: Any information in the possession of the county/schools which is specific to an employee, student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to

county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees.

- 2.29 Precedence of Terms and Conditions: Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 2.30 Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- 2.31 Illegal Aliens: In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.
- 2.32 Addenda: Any changes or supplemental instructions to this Request for Proposal shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each offeror is responsible for determining that all addenda issued have been received. All addenda so issued shall become part of the RFP and any resulting contract documents.

3. SPECIAL TERMS AND CONDITIONS

- 3.1 Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid/proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

- | | | |
|----|------------------------------|--|
| a. | Commercial General Liability | \$1,000,000 Combined Single Limit per occurrence |
| b. | Automobile Liability | \$1,000,000 Combined Single Limit per occurrence |
| c. | Workers' Compensation | Virginia Statutory limits |
| d. | Employers' Liability | \$100,000 each accident, each disease |

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County as an additional insured. This requirement may be met by placing the following language on the Certificate. Many certificates have a space headed "OTHER" where the language may be inserted as follows:

Chesterfield County is additional insured with respect to General Liability;

The insurance certificate must also contain a required statement concerning notice of cancellation or other change in coverage. The statement used on some certificate forms is not acceptable. The statement, which is required by the contract documents, shall read as follows:

Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

The cancellation clause shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company.'

OR, in lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51, Chesterfield, VA 23832-0001
IFB/RFP No. _____

Certificate of Insurance must have an authorized signature.

4. BACKGROUND

- 4.1 In July 1973, Chesterfield County established a retirement plan to supplement benefits provided to County employees through VRS and Social Security. At that time, VRS and Social Security were thought to provide adequate income replacement at retirement for most rank-and-file employees. Therefore, the primary purpose of this plan was/is to provide benefits for more highly compensated executive/managerial employees who earn in excess of the social security wage base.
- 4.2 This supplemental retirement plan (SRP) was amended in 1981, 1989, 1997, and 2001. More recent amendments include a cost-of-living provision, early retirement at age 55 with no reduction, and mandated lump sum payouts for retirees with a benefit less than \$5,000.
- 4.3 While all 3,400 full-time County employees are eligible for the SRP, only 232 are currently projected to receive a benefit at retirement. 251 retirees or beneficiaries are currently receiving monthly pension checks and there are 83 terminated vested members.
- 4.4 The County's plan year is July 1 through June 30.
- 4.5 For additional information regarding the County's SRP, a copy of the County's SRP informational brochure is provided in Appendix I attached hereto.

5. SCOPE OF SERVICES

- 5.1 Offerors should address their ability to provide all consultative services and tasks required to administer the County's SRP under the resulting contract. Services to be performed should include, but not be limited to, the following:
 - A. Analyze employee census and trust activity data, calculate annual contribution levels, funding costs and liabilities, accounting costs and GASB required financial accounting and disclosure information for the fiscal year, and prepare an annual actuarial valuation report.
 - B. Reconcile trust activity and prepare unaudited financial statements.
 - C. Consult with, or on behalf of the County, as necessary, on the operation and administration of its SRP and make presentations to County staff and/or the Board of Trustees regarding the same.
 - D. Maintain account records for SRP participants.
 - E. Prepare benefit listings of SRP participants.
 - F. Calculate benefits or estimates for employees at time of retirement.
 - G. Calculate annual cost-of-living increases for retirees.
 - H. Prepare annual administrative reports and individual benefits statements for the County.

- I. Advise the County on legislative changes or changes in accounting standards that impact the plan or administration thereof.
- J. Provide appropriate forms and notices to effect distributions from the SRP.
- K. Furnish all such reports as may be required by the County regarding the status of work being performed, and such statements, certificates, approvals, and copies of proposed and executed plans, claims, and any other information relative to such work as may be reasonably requested by the County.
- L. Create and maintain an online benefit calculation tool to assist the County's HR staff in creating benefit estimates for employees, and to assist employees who wish to run their own scenarios and estimates.
- M. Provide other related services as mutually agreeable.

6. PROFESSIONAL STANDARD

- 6.1 Offerors should demonstrate their ability/willingness to:
 - A. Provide services in accordance with generally accepted professional standards in consultant's industry.
 - B. Provide the county with the best possible advice and consultation within the consultant's authority and capacity as a professional consultant.
 - C. Provide the County with a high degree of customer service standards.
 - D. Agree to use data collected from the County for the sole purpose of providing services relative to the resulting contract.

7. COUNTY'S RESPONSIBILITIES

- 7.1 The County will furnish the consultant with any requested information, data, reports, and records which are reasonably available to the County and are necessary for carrying out the consultant's work.
- 7.2 The County will assist in scheduling meetings with trustees, whenever reasonably necessary for the completion of the consultant's work.
- 7.3 The County will designate a person to act as its representative with respect to the work to be performed under the resulting contract. The County's representative will have the authority to transmit instruction, receive information, and communicate the County's policies and decisions with respect to materials, equipment, elements and systems pertinent to the consultant's work.

8. SAFEKEEPING OF WORK PAPERS

- 8.1 Offerors should demonstrate their willingness to furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation to or as part of work performed pursuant to a contract. Such requested copies of working papers will be required to be turned over to the County for safekeeping.

9. PROPOSAL INCLUSIONS

9.1 As a part of your proposal, please address the following:

- A. Demonstration of your firm's successful experience administering defined benefit retirement plans.
- B. Include a list of clients, with emphasis on government, similar in size and nature to the County, for whom similar services have been provided in the past.
- C. Identify any related support services, such as a newsletter, or any unique services you are able to offer the County.
- D. Include resumes of staff who will be assigned to the County, which addresses experience directly related to the project's scope of services. Identify staff members' names, roles, relationship to the firm, etc. Specifically address experience with local government.

10. ONLINE BENEFIT CALCULATOR TOOL – Offerors should address their ability to meet or exceed the following provisions in relation to the development of the online benefit calculator tool which will reside on the County's site. This information should be clearly identified and contained in a separate section of your proposal.

10.1 **Technical Background** - The standard technologies used for application development and integrations at Chesterfield County are described as follows:

- Microsoft Windows operating systems for development and deployment.
- Active Directory identity management system. Windows domain authentication is the default authentication used by internal applications and services.
- SQL Server RDBMS for development (Oracle may be used contingent upon an exception.)
- Microsoft Visual Studio Team System Integrated Development Environment (IDE) and toolset used throughout the development cycle.
- ASP.NET with AJAX development framework. (In cases of Rich Internet Applications (RIA), Silverlight is the preferred technology.)
- C#.NET programming language.
- Web services for application integrations and all application data access (either through application services or shared enterprise services).
- Windows Communication Foundation (WCF) with wsHttpBinding as the default service technology and binding protocol for service development.
- IIS for application and service hosting, including AJAX services.
- Microsoft Team Foundation Server (TFS) and its Source Control repository for storing project artifacts and source code.
- SQL Server Reporting Service (SSRS) for developing application reports.
- SQL Server Integration Service (SSIS) for data integrations.
- ESRI ArcGIS is the platform for geographic information.

Offerors may be required to submit architectural documentation. The required level of conformity to the above standards will be dependent upon the degree of application and data integrations and customizations necessary.

10.2 Security

- A. Offerors should submit information security and/or privacy policies, procedures or practices that describe the current information security measures that actively secure or control the exporting of sensitive data to other countries.
- B. Offerors should submit assurance methods (i.e., Information Security policies, standard operating procedures, etc.) that demonstrate compliance with the following information security best practices which govern all products and services provided on behalf of their firm, sub-contractors, implementation partners, or other implementation resources to be utilized.

1. Personnel Clearance

- a. Establishment of a review process to evaluate all internal or sub contracted positions for appropriate clearance levels of sensitivity.
- b. Performance of an employment and/or FBI background check on employees and sub-contractors that will be involved in direct support of or custody of the data and processes associated with the business solution/system.
- c. Restriction of access until new employees or sub-contractors complete a successful background screening process.
- d. Separations of duties among staff performing key functions which if not separated may create security collusion or other social engineering risks.

2. Access Control

- a. The conceptual use of least privilege when restricting access.
- b. Maintenance of an industry best practice (such as, NIST 800-36) process for provisioning and de-provisioning employees and sub-contractors upon hire and employee termination or other departure.
- c. Implementation of logging and auditing to ensure user accountability for actions performed under their credentials.
- d. Implementation of administrative, technical, and physical safeguards and precautions to ensure the business solution/system meets all related federal laws, regulations, policies, guidelines, and standards (i.e., HIPAA, PCI, etc.), if any apply.

3. Privacy & Compliance

- a. Assurance that privacy of sensitive data associated with the business solution/system throughout the entire lifecycle of a data

transaction, including, but not limited to, data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage, and data disposal.

- b. Implementation of safeguards, such as encryption, against information leakage while data is stored or transmitted.
- c. Assurance of the security of data from remote access.
- d. Implementation of control procedures for transport or mailing or sensitive media or sensitive printed output.
- e. Control of the storage, handling, and destruction of sensitive media and/or output identified for disposal.

4. Business Continuity & Incident Management

- a. Assurance of the data processing facilities' responsible or associated with operation of the business solution/system provide sufficient system protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
- b. Maintenance and testing of contingency plans.
- c. Maintenance of an information security incident response capability.
- d. Maintenance of established procedures for responding to an incident.
- e. Maintenance of an incident response notification policy for timely reporting and response to an incident.

5. Quality Security Administration & Operations

- a. Assurance of the use of highly qualified staff for information security management, operations and administration (such as certification levels for Information Security certifications - CISSP, CISM, GIAC, etc.).
- b. Provision of adequate operations support, information security auditing and monitoring.
- c. Assurance that testing will be performed with test or fictitious data (i.e., not LIVE or REAL data).
- d. Provision of adequate change control processes.
- e. Maintenance of a policy and procedure for emergency software fixes and patches.
- f. Provision of software escrow assurance.

- g. Provide for the installation and running of software for continuous detection and elimination of viruses.
- h. Provision of system reconciliation methods to ensure consistency and accuracy of data.
- i. Provide for the use of performance monitoring tools to ensure business solution/system availability.
- j. Provision of workforce information security awareness training.
- k. Utilization of strong password management controls and authentication methods for access to the business solution/system.
- l. Provision of adequate access control methods to restrict access based upon roles or groups.
- m. Limitation of the security administrator and system administrator's access to only those persons in those job functions.

11. CONTRACT TERM

- 11.1 The term of the resulting contract shall be for a period of 12 months beginning January 1, 2012.

12. RENEWAL OF CONTRACT

- 12.1 The resulting contract may be renewed by the County for four successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.
- A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics, other services, for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.
 - B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics, other services, for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

13. PRICING SCHEDULE

Offerors should propose an annual fee for providing all services with the exclusion of the online benefit calculator and a separate fee for the calculator.

Annual Fee for services \$ _____

Creation of Online Benefit Calculator \$ _____

14. EVALUATION CRITERIA

14.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- A. Demonstration of the firm's overall ability to perform the required services.
- B. Direct related experience and qualifications of the staff who will be assigned to the County.
- C. Completeness and reasonableness of the offeror's plan to provide the required services.
- D. Demonstrated quality assurance procedures and scheduling methodology to ensure that services will be provided in a timely, effective, and professional manner.
- E. Demonstrated ability of the offeror to meet technological requirements for the Online Benefit Calculator Tool.
- F. Cost of services.

15. AWARD PROCEDURE

15.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

16. REFERENCES

16.1 All offerors shall include a list of a minimum of five references, from similar projects/contracts completed/held within the last five years, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include client's name and contact person's email address and phone number for each reference provided.

- 16.2 References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

17. INQUIRIES

- 17.1 Any questions which may arise as a result of this solicitation may be addressed to Donna Clarke, Senior Contract Officer, at (804) 748-1837, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder/offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #11-0216**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

APPENDIX I

CHESTERFIELD COUNTY SUPPLEMENTAL RETIREMENT PLAN

Introduction

The purpose of the Chesterfield County Supplemental Retirement Plan ("CCSRP") is to provide supplemental retirement benefits for long-term employees in management and leadership positions. The plan provides separate and supplemental retirement benefits above the retirement payments made from the Virginia Retirement System ("VRS") and Social Security.

The CCSR is governed by the Chesterfield County Supplemental Retirement Plan document as amended and restated as of July 1, 2001. Copies of the plan document are available at the Chesterfield County Human Resource Management (HRM) Department.

What must I do to become a member of the Chesterfield County Supplemental Retirement Plan?

All full-time employees are eligible for membership. Generally, you become a member on the July 1 on or after becoming a full-time employee. However, not all members will receive a benefit from this Plan.

When can I retire and receive a pension?

You may take normal retirement on the first of the month on or after your 65th birthday. However, if you have 10 or more years of County employment, you may retire at age 55 and receive a benefit.

How do I compute my accrued pension?

Benefits are based on a formula (assuming you are vested) using the following three factors:

1. Your annual earnings rate on June 30 of each of the 10 years preceding the date on which your benefit is being calculated;
2. Your years and completed months of full-time service on the date on which your benefit is being calculated; and
3. Your covered compensation for Social Security purposes in the year for which you are computing your benefit.

Your final average compensation is the average of the five highest consecutive annual earnings rates identified in number one above. Your covered compensation depends on changes in the Social Security taxable wage base. It is based on your year of birth, and may change each year until the year you turn 64.

The actual formula used to determine your Chesterfield County Supplemental Retirement Plan benefit is as follows:

0.875 percent times your years of service, times the excess (if any) of
your final average compensation minus your covered compensation

If you are eligible for a benefit, you will be provided with an annual benefit statement from HRM to assist you in your planning. To determine your benefit based on your personal information for an impending retirement, please contact HRM to obtain an estimate of annual and monthly amounts based on your personal preferences.

How do I compute my normal retirement pension?

The monthly normal retirement pension payable to you is based on the accrued pension formula above, using your service and compensation information as of your normal retirement date. If you elect to retire after your normal retirement date, your pension amount from the plan will be equal to your monthly accrued pension as of your delayed retirement date up to age 70.

What happens to my pension if I retire early?

If you have met the requirements for early retirement and worked for the County after July 1, 1997, you may request that your pension begin immediately. In this case your monthly pension will be equal to your monthly-accrued pension. On the other hand, you may wait until a later date to begin receiving your monthly-accrued pension based on your final average compensation, years of service, and covered compensation at any later date.

Are there any limitations on my pension?

Internal Revenue Code Section 415 limits retirement benefits that you may derive from all sources. Here, "all sources" means the CCSRP, the part of your VRS pension, which is attributable to county employment and certain types of deferred compensation. While it is not likely that IRC Section 415 will affect you, you should understand that this Federal restriction exists and it may affect you at some point. For example, under the law in 2004, your combined public pensions at age 62 generally cannot exceed \$165,000 per year.

If I leave full-time county employment, will I forfeit any of my pension benefits?

How much will I keep?

If you leave county employment for reasons other than death or retirement before you have completed five years of service as a full-time employee, you will forfeit any rights to a pension from the plan. If you leave county employment after you have completed five or more years of full-time service, you will be entitled to your vested accrued pension

from this plan. Your vested percentage in your accrued pension is determined from the table below:

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 5	0%
5 but less than 6	50%
6 but less than 7	60%
7 but less than 8	70%
8 but less than 9	80%
9 but less than 10	90%
10 or more	100%

However, if you attain your 65th birthday while in employment with the county, you will be 100 percent vested in your accrued pension regardless of your years of service.

If you become totally and permanently disabled while employed by the county, you also will become 100 percent vested in your accrued pension. Physical and mental impairment rendering you unable to work for an indefinite period of time meets the definition of total and permanent disability, which qualifies you to receive disability benefits under the Social Security Act.

Your vested monthly-accrued pension will ordinarily begin when you reach age 65. However, if you have 10 or more years of service when you leave county employment, you may elect to receive a pension once you have reached age 55.

How will my pension be paid to me?

Unless you choose otherwise, your pension will be paid to you each month for the remainder of your lifetime.

You may choose one of the available optional forms of benefit payment. Such an optional form could result in a benefit being payable upon your death to your named beneficiary.

The optional forms of payment permitted by the plan include:

1. Payments for your life with the first 60 monthly payments guaranteed;
2. Payments for your life with the first 120 monthly payments guaranteed;
3. Payments for your life and, upon your death, 50 percent of such payments continued to your named beneficiary;
4. Payments for your life and, upon your death, 75 percent of such payments continued to your named beneficiary; and
5. Payments for your life and, upon your death, 100 percent of such payments continued to your named beneficiary.

If you choose an optional form of payment, the dollar amount of your monthly pension will be reduced to reflect the cost of offering potential payments to your beneficiary after your death. In addition, your spouse must approve in writing any optional form payable to any named beneficiary other than the spouse.

However, if the present value of your lifetime pension is less than \$5,000, your benefits will be paid out in one lump sum.

What happens to my pension if I die before I retire?

If you die before you complete five years of county service, you will forfeit any rights to a pension from the plan.

If you have completed five years, but less than 10 years, of county service, your surviving spouse will be entitled to a deferred survivor benefit based on a percentage of your vested accrued pension. This survivor benefit will be a lifetime pension to your spouse and will begin on your normal retirement date. The amount of the benefit will be based on your vested accrued benefit as of the date of your death, payable as if you had elected option 3, above, with your spouse as named beneficiary.

If you die after completing 10 years of county service, your surviving spouse will be entitled to a lifetime pension. This pension will begin to your surviving spouse on the first day of the month following your date of death, or your 55th birthday, if later. The amount of the pension will equal the same amount as the pension your spouse would have received had you retired on the day before your death and had elected to receive your pension under option 3, described above, with your spouse as named beneficiary.

Is there any other way I could lose my benefit?

Once you are vested, there are very few circumstances that could cause you to lose your benefits. If you were to die before you become vested in your accrued pension, neither you nor your spouse or other beneficiary would be entitled to a pension from the plan.

If you leave county employment because of proven or admitted dishonesty to the county, which damages the county, you could forfeit all plan benefits. The county expects to continue the plan indefinitely. However, the county reserves the right to terminate the plan at any time. If the plan were ever terminated, your pension would be limited to the pension that could be purchased with the funds in the plan trust fund at that time.

Remember, you cannot sell, assign or transfer your rights to a pension from this plan. Also, this plan is not an offer or guarantee of county employment.

Will I receive cost-of-living increases to my monthly benefit?

Once you have received 12 monthly payments, you will receive an annual cost-of-living increase to your monthly benefit of no more than 5 percent, starting the following July 1, based on the increase in the Consumer Price Index for Urban Workers.

Who pays for all of this?

The county pays the entire cost of this program. The amount of the county's contribution is actuarially determined on an annual basis.

How are the plan's assets invested?

Contributions are made by the county into a trust fund overseen by the plan's trustees. The trustees, who are appointed by the Chesterfield County Board of Supervisors, are responsible for prudent investment of the plan's assets. Currently, those assets are held in a custodial account. The county has retained Salomon Smith Barney to provide investment-management and advisory services to the plan.

The preceding information is intended only as a summary of the plan. If after reading this leaflet you do not understand your potential benefits, contact your supervisor or HRM.