



BIBB COUNTY, GEORGIA

REQUEST FOR PROPOSALS

FOR

ACTUARIAL ANALYSIS OF RETIREMENT PLANS

RFP NUMBER: 9-151-WBS

ISSUED: MARCH 16, 2009

PROPOSALS DUE NO LATER THAN 12:00 NOON ON THURSDAY, APRIL 9, 2009

601 Mulberry Street
Room 405 Courthouse
Macon, Georgia 31201

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I. PURPOSE

Bibb County Government is requesting proposals from a qualified retirement plan consultant/advisor to assist the County in reviewing and exploring retirement plan(s) options while assessing and providing demographic trends and the legislative/regulatory update surrounding contributory and non-contributory retirement savings that reinforces the County's business strategy.

II. BACKGROUND

Bibb County, Georgia was established December 9, 1822 under the provisions of an Act of the General Assembly of Georgia. The County operates under a County Commission form of government. The Board consists of four (4) Commissioners elected by districts who serve part-time and one (1) Commissioner elected Countywide who serves as part-time Chairman. The Chief Administrative Officer is responsible for the day-to-day operations of the County. The County's FY 2008 adopted budget reflected General Fund expenditures totaling \$84,385,693 and a total budget of \$147 million. The County employs approximately 972 employees; 779 full-time employees and 193 part-time and currently has 385 active retiree participants.

III. RELATED DOCUMENTS

Proposal documents may be examined at the Bibb County Purchasing Department, Room 405, 601 Mulberry Street, Macon, Georgia, or may be obtained via email at bsmallwood@co.bibb.ga.us.

IV. QUESTIONS OR CLARIFICATIONS

The County must receive all questions no later than 5:00 p.m. on March 27, 2009. If interpretation or additional information results in a change to this RFP it will be communicated by written addendum which will form a part of this RFP, or the accompanying documents, as appropriate. All questions and/or requests for clarifications to these documents should be made in writing (email preferred) to:

Bibb County Purchasing Dept.
Barry Smallwood
PO Box 4708
Macon, Ga. 31208-4708
Ph: (478) 621-6667
bsmallwood@co.bibb.ga.us

V. SCHEDULE

The anticipated schedule for this request for proposal is as follows:

Release of RFP	March 16, 2009
Deadline for Written Questions	March 27, 2009 (5:00PM)
Proposals are Due	April 9, 2009 (12:00 NOON)
Proposal Evaluation Completed	April 30, 2009
Award of Contract	May 5, 2009
Implement Contract	June 1, 2009

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VI. SCOPE OF SERVICES

The County currently has a defined benefit retirement system for active full-time employees and retirees. This system is administered by the Pension Board which is a five (5) member board consisting of Board of Commissioners.

The County currently administers five (5) vendor options for employees to contribute to a 457 defined contribution plan.

The County wishes to explore the plan design options for the defined benefit and defined contribution plans or combination of both. The retirement plan consultant/advisor will assist the County in preparing a strategy for employee retirement planning. The intent of this Request for Proposals ("RFP") is to select a firm or firms to provide consulting services to the County in the following substantive areas: general plan consulting, including consulting services relating to investment policies and procedures, asset allocation, investment staff training and fiduciary education, public market investment planning and analysis, and manager oversight and selection ("General Consulting Services"); and provide services to the County in the following substantive areas: absolute return and portable alpha allocation strategy, evaluation, planning, reporting, analysis, and manager due diligence and oversight.

The County expects ongoing and open communications between designated County representatives (primarily Human Resources staff) and the Consultant over the course of the contract. All products and recommendations must comply with applicable State and Federal laws and enhance the County's ability to provide competitive benefits and maintain competitive rates. The selected firm will be required to perform the following:

6.1 The vendor shall understand and agree that no quantity of service is guaranteed under the contract and that the County does not guarantee that the contractor's services will be utilized to any degree.

6.2 Advise and assistance reviewing the County Retirement plan, to ensure that those plans are in compliance with federal requirements and their adequacy of benefits with respect to other comparable plans. Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.

6.3 Assist in reviewing and reaffirming or changing the goals and objectives of the retirement plan(s) design. Notification, monitoring and providing information on pending or new legislation and changes in tax law, as well as funding trends that may affect the retirement program, applying assumptions to various scenarios, often with only a few hours notice. Advise The County of market and like business benefit trends in the central Georgia market.

6.4 Advise and assistance in reviewing contracts, plan documents and other documents for applicability, accuracy and consistency. Prepare and deliver necessary reports to the County Employee Retirement Plan.

6.5 Participate with the County when requested in retirement communications with the vendor, boards and/or other independent bodies.

6.6 Assist the County Employees Benefit Program developing communication materials. Help coordinate the design, editing, printing and production of those materials and provide advice and recommendations when necessary and appropriate.

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VII. SUBMITTAL INSTRUCTIONS

Each proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. Proposals should be straightforward and concise and should provide explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

Complete written proposals shall be received no later than 12:00 noon on Thursday, April 9, 2009. Late submittals shall not be allowed. The County assumes no responsibility for delays caused by any delivery services. Faxed or emailed proposals will not be accepted. One (1) original and six (6) copies of each proposal shall be submitted in a sealed container marked "Retirement Strategies", RFP #9-151-WBS and plainly endorsed with the vendor's name and address and delivered to:

Bibb County Purchasing Department
601 Mulberry Street
Room 405 Courthouse
Macon, Georgia 31201

Proposals should be completed by using the forms or in the format specified in the RFP. The original proposal shall be clearly labeled **"ORIGINAL"**.

Technical and fee proposals are to be mailed together in one package, but the technical and price proposals must be bound separately. There should be no reference to the price of services in the technical proposal. The sealed dollar fee proposal should include the name of the firm and certification that the person signing the proposal is entitled to represent the firm, empowered to submit the offer, and authorized to sign a contract with Bibb County, Georgia. The proposed fee should include all costs for providing services to Bibb County as described in this RFP. Please list and identify any and all fees charged. Describe the billing method and timing for fees to be charged. The consultant must provide a proposal with maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this Request for Proposal.

If it should become necessary for Bibb County to request the firm to render any additional services to supplement the services requested in this RFP, then such additional work shall be performed only if set forth in an addendum to the contract between Bibb County and the firm. Any such additional work agreed to between Bibb County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

VIII. Proposal Format

All proposals submitted in response to this RFP will become the property of Bibb County, Georgia, and a matter of public record. The vendor must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any firm claiming such an exemption must also state in its proposal that the firm agrees to hold harmless, indemnify and defend the County and its agents, officials, and employees in any action or claim brought against the County for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a

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request therefore. Any firm failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

8.1 Failure to include the following information may have a negative impact on the evaluation of the Vendor's proposal. The material shall be complete, organized, easy to follow and reference to the RFP, and related to the RFP. The proposal shall include the following information:

- a. Complete and include Appendix A, "Bidder Qualification Form".
- b. Complete and include Appendix B, "Acknowledgment of Addendum".
- c. Vendor shall incorporate the Vendor Resume (Appendix C) in the package. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the organization must sign the letter. The cover letter must indicate the title or position the signatory holds in the proposing firm. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Bibb County, Georgia and the office from which the project will be managed.

To be considered, a vendor must be a consulting firm with expertise in retirement planning strategies as well as be licensed in the State of Georgia. The consultant must demonstrate that its services have been successfully implemented in at least three local governmental entities. (Or the equivalent).

A list of three (3) minimum verifiable client references of similar scope and local government experience. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the Vendor's related experience.

Only proposals from firms demonstrating previous experience in the performance of services similar to those contemplated herein will be considered. Firms should meet the following requirements:

- Have been in business for a minimum of five (5) years.
- The primary consultant assigned to the account must have a minimum of five (5) years experience providing services as outlined herein.

IX. Evaluation Criteria

The County intends to award a contract to the most qualified firm submitting a responsive proposal. The selection process for the performance of the subject services may include but are not limited to consideration of the following factors:

9.1 The following criteria will be used to evaluate all proposals:

- a. Responsiveness: Responsiveness shall be determined by the Vendor's demonstration of a method of approach that fully meets all terms and conditions of the RFP and Scope of Work.
- b. Expertise and reliability: Determined by the submission of references and positive reference checks demonstrating the Vendor's success potential for similar projects. Consideration of all

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accreditation and ratings of service or products by nationally accepted rating or accrediting agencies. Years of experience and professional memberships and certifications.

- c.** Service Factors: Determined by the provision of personnel with requisite skill and experience to deliver proposed services. The depth of services the Vendor proposes to deliver. Access to service providers defined in terms of hours and days available, ease of contact, guaranteed response times. A demonstrated plan of action for service providers to expediently gain solutions to our service needs in issues which may be beyond their relevant experience level or authority.
- d.** Completeness of Proposal: Vendor submits proposal which includes all required documents, signatures, and a work plan that thoroughly meets the scope of work and all terms and conditions.
- e.** Access and Ease of Use: The Vendor demonstrates the requisite availability, ability to complete projects within required time and material dates, initiative to keep the County informed of material issues, as required to perform all aspects of the scope of work. Demonstrates the ability to maintain responsive and timely communications with the County as required to meet all aspects of the scope of work.
- f.** Flexibility: The proposal demonstrates the flexibility to facilitate anticipated and unanticipated future process changes that are based on Best Practices.
- g.** Proven Strategic Vision: Results orientated to provide competitive products for customer base. Initiative to offer alternative approaches, leading-edge services, consistent quality and who suggest appropriate products for the County.
- h.** Cost of services: Cost will be evaluated for budget constraints, method of costing, method of pricing, comparisons of cost in relation to other competitive proposals.

The County may request oral presentations as part of the evaluation process at no cost to the County.

X. AWARDS

This RFP does not commit the County to award a contract or to pay any costs incurred for any services. The County, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive defects in Proposals, to undertake discussions and modifications with one or more firms, to negotiate with any qualified source, to proceed with the proposal or modified proposal, if any, which in the County's judgment will best serve the public interest, or to cancel this RFP in part or in its entirety. All proposals will become the property of Bibb County, Georgia. If any proprietary information is contained in the proposal, it should be clearly identified.

10.1 The Vendor shall have the capability and the requisite experience and expertise to provide services for the County in accordance with the provisions and requirements set forth herein. The Vendor shall understand and agree that no quantity of service is guaranteed under the contract.

10.2 In the performance of the services set forth herein, the Vendor shall expressly understand and agree that a contract exists between the Vendor and the County upon approval and acceptance of a proposal. In addition, the Vendor understands and agrees that the contract shall be performed on behalf of the County who will be responsible for the administration of the contract and which has designated the Human Resources Department as its agent in such matters. Therefore, the contractor shall permit representatives of the Human Resources Department to review all records and activities performed by the contractor as would otherwise be normally provided to the County under the terms of the contract. The contractor understands and agrees that the responsibility of the Human Resources Department shall be

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limited to the monitoring of the contractor and reporting its findings, evaluations and conclusions to the County.

10.3 The County reserves the right to select and award a contract based upon the whole proposal, by line item, or by part and may reject any or all portions of any proposal or reject all proposals and re-issue the RFP.

10.4 Those portions of a Vendor's proposal, which are separable, will be treated as separable. No exclusivity must exist in the proposal. The Vendor will not make any portion of its proposal contingent on the acceptance of any other separable part, the whole of the proposal, or the acceptance of its chosen subcontractors.

10.5 Awards will be based upon the criteria discussed in Section IX, Evaluation Criteria.

10.6 Evaluation criteria are listed in relative order of importance. The award will be made to the responsible Vendor whose proposal is determined, solely by the County, to be the most advantageous to the County based on the criteria listed.

XI. STANDARD TERMS AND CONDITIONS

Each Vendor, by submission of signed proposal, agrees to each and every term and condition set forth within this RFP and to be bound thereby.

The County reserves the right to amend these requirements, accept or reject any or all changes to the contract, and is not bound to accept the lowest total bid. It is also the policy of The County to consider proposals from small business and minority contractors and suppliers. The County reserves the right to award the contract to multiple vendors, by line item, as a whole, or not at all. The contract will commence on the date of award. The contract will be for a term of 1 year with 2 consecutive 1-year renewal clauses. The vendor must present Bibb County Government with their contract renewal terms on or before {90 days of the due date for first renewal year} and on or before {90 days of the second renewal year}. If the option to renew is not exercised, the contract will continue on a month to month basis until vendor is notified by the County of a new award.

A. Amendments

The County reserves the right to amend this RFP prior to the proposal due date by issuance of addendum. Addendum issued prior to the final filing date for submission of proposals will be sent to all parties who have been furnished a Request for Proposal. Addendum issued after the final filing date will be sent to all vendors as appropriate.

If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Bibb County Purchasing Agent should be immediately notified of such error in writing and the vendor should request clarification or modification of the document. Modifications shall be made by addendum. Such clarifications shall be given by written notice to all parties who have been furnished a Request for Proposal. If a vendor fails to notify Bibb County of a known error prior to the final filing date for submission, or an error that reasonably should have been known, the vendor shall not be entitled to additional compensation or time by reason of the error or its late correction.

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The provisions of any written amendment or clarification issued by Bibb County pursuant to this section shall be deemed incorporated by reference, and made a part of the contract awarded as a result of this RFP.

B. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the vendor. All proposals submitted become the property of the County. Bibb County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Bibb County and the firm selected. Upon receipt, responses become subject to the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.

C. Termination Clause

The County shall have the right to terminate the Contract at any time, upon 30 days written notice to the consultant, whenever the County determines that the performance of the vendor is unsatisfactory, whenever the funds are not appropriated by the Board of Commissioners to pay for such services, or for cause or the convenience of the County.

D. News Releases

New releases pertaining to this project shall not be made without prior approval by the Board of Commissioners.

E. Respondents' Independence

Consultant is an independent contractor with respect to all services performed under this Contract. Consultant accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Consultant shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of city, or Consultant, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving County. Consultant is not County's agent and Consultant has no authority to take any action or execute any documents on behalf of the County.

F. Restrictions of Communications

From the date of this RFP until a determination is made regarding the selection of a proposal, all contacts between the County employees associated with the project and respondent must be cleared through the Director of Purchasing or his designee. Respondent will not approach Human Resource Department personnel with respect to employment during this period; however, this clause does not prohibit communications between the County employees and vendors currently conducting business with the County as long as these communications are restricted to conducting current business.

G. Duty of Notification

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Upon filing for bankruptcy or insolvency proceeding by or against the vendor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the vendor must notify the Director of Purchasing immediately. Upon learning of the actions herein identified, the County reserves the right, at its sole discretion, to either cancel the Contract or to reaffirm the Contract.

H. Contract Contents

The Contract between the County and the respondent shall include (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the respondent in response to the RFP and (3) any additional information supplied by the respondent in response to requests for additional information by the County. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. The County, however, reserves the right to clarify any contractual relationship in writing with the concurrence of the consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. Respondents are cautioned that their proposals may be subject to acceptance by the Board of Commissioners without further clarification.

I. Absence of Waiver of Future Rights

No provisions in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by the County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of Contract.

J. Written Notice Parameters

Any written notice to the vendor shall be deemed sufficient when deposited in the United States mail, postage prepaid and addressed to the vendor at its address as listed on the signature page of the Contract, or at such address as the vendor may have requested in writing; by telegram when delivered to a telegraph office, fee prepaid and addressed to the vendor at its address as listed on the signature page of the Contract; or sent by facsimile device to the FAX telephone number provided in the letter of transmittal and with a "RECEIVED CONFIRMATION REPORT" provided to show that the document was properly transmitted to the respondent.

K. Legal Compliance Effort

Each and every provision of law and clause by law to be inserted herein and in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon application of either party, the Contract will forthwith be physically amended to make such insertion or correction.

L. Disputes

Should any disputes arise with respect to this Contract, the consultant and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The consultant agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out the terms of the contract. Consultant must notify the Director of Purchasing immediately of any such disputes. Upon learning of the actions herein identified the County reserves the right, at its sole discretion, to either cancel the Contract or reaffirm the Contract.

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M. Price Changes

All prices shall be firm and not subject to increase during the period of the Contract.

N. Officials Not to Benefit

No regular employee or elected or appointed member of the Bibb County Government shall be admitted to any share or part of this Contract, or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

O. Examination of Records

Consultant shall maintain all books, documents and records relating to this Contract during the Contract period and for three (3) years after the date of final payment. During such time, Consultant agrees the County Finance Department, or their designee, shall have the right to audit this Contract to inspect the books, documents and records of the Consultant relating thereto. During such time, the County's Human Resource Department shall have the right to examine books, documents and records of the consultant to verify compliance with County's Affirmative Action requirements. Said records shall be available for inspection and audit within ten (10) working days after request is made.

P. Laws of Governance

This Contract shall be construed and governed in accordance with the law of the State of Georgia and Bibb County, Georgia.

Q. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work. Consultant, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

R. Modification or Withdrawal of Proposals

Responses to this Request for Proposal (RFP) may be modified or withdrawn by written or telegraphic notice prior to the exact hour as specified for receipt of proposals. **Telephone withdrawals are not permitted.**

S. Mistake in Proposals

If the apparent best qualified consulting firm discovers a mistake in its proposal of a serious and significant nature which is unfavorable to it prior to the issuance of a purchase order or a Contract, it may request consideration be given to modifying or withdrawing the proposal. The mistake must be evident and provable. The County reserves the right to reject any and all requests for correction or withdrawal of proposal received after the hour and date shown in the specifications. In all cases, the decision of the Director of Purchasing is final. A MISTAKE IN PROPOSAL CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.

T. Expiration of the Proposal

By submitting a proposal the vendor offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The vendor's proposal shall not be revocable for (180) days following the response deadline indicated above. The County reserves the right to waive any defects in the offer of any vendor, to reject any or all offers, and to request additional information from any or all vendors.

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U. Proprietary work

The work results and the reports will be considered confidential and proprietary and cannot be released by the Consultant without prior written consent of Bibb County, Georgia.

V. Intellectual Property Rights

Consultant agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to the County all computer programs, documentation, software and other copyrightable works ("copyrightable works") and all discoveries, improvements and inventions ("inventions") conceived, reduced to practice or made by Consultant resulting from, or related to, any work Consultant or its agents may do on behalf of county or at its request. All inventions and copyrightable works that consultant is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Consultant hereby assigns to County any rights it may have in such copyrightable works. Consultant shall cooperate with County in obtaining any copyrights or patents.

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APPENDIX A
BIDDER QUALIFICATION FORM

TYPE OF APPLICANT

Legal Contractual Name of Organization_____

Corporate Mailing Address_____

City, State and Zip Code_____

Contact Person for Proposal_____

Title_____Email Address_____

Phone_____Fax_____

Federal Tax Identification Number_____

Provide a description of your organization structure (Corporation, Sole Proprietorship, Partnership, State/Local Government Agency, etc.) and indicate whether Non-Profit or For Profit.

Names & Titles of Board Members/Directors

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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APPENDIX B
ACKNOWLEDGMENT OF ADDENDUM

The undersigned Vendor acknowledges receipt of the following addendum, if issued, to the Proposal Documents. If none received, write "None Received."

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Firm _____

Signature _____

Print Name _____

Title _____

Date _____

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APPENDIX C

VENDOR RESUME

(DO NOT INCLUDE REPORTS OR BROCHURES)

1. State the full name and home office address of your organization. Describe your organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) If it is incorporated, include the state in which it is incorporated.
2. List the name, title, mailing address, telephone number, facsimile number, and e-mail address (if available) of the contact person for this proposal.
3. Confirm that you are an actuary or licensed advisor in Georgia. Provide documentation.
4. Describe your company's organization, philosophy, management and provide a brief history. Describe your contractual relationships, if any, with organizations necessary to your proposal's implementation.
5. How long has your organization been providing retirement strategic services?
6. Do you publish newsletters and other informative publications that are routinely provided to your clients? Have you prepared reviews of topics related to the retirement and retirement planning fields that are routinely provided to your clients? Provide sample copies.
7. Detail your ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to the County.
8. Describe your experience in fee and service benchmarking, provider network development, negotiation, and maintenance. Outline your ability to provide expertise and experience in the areas of retirement plan analysis and design. ***Explain in detail*** the types of analyses you have conducted relative to governmental review and plan design.
9. Provide a recent example of a plan design implementation that was managed by your company. Detail how your company's experience and expertise benefited the client.
10. List three clients/references for whom you provide services related to retirement plan analysis and design. For each client, the list must specify the type of work performed by your company, the size of the client's group and the period of time retained as a client. For each client, include the name, title, address, and phone number of a contact person who the County may contact as a reference.