

## **Oklahoma Police Pension and Retirement System**

### **Request for Proposals**

#### **Legislative Consulting Services**

The Oklahoma Police Pension and Retirement System (OPPRS) is seeking proposals for legislative consulting services to assist in the monitoring of pending legislation affecting OPPRS, communicating the position of OPPRS on legislation, and otherwise communicating and providing information to legislators, staff and other state officials throughout the legislative process

#### **I. INSTRUCTIONS AND GUIDELINES FOR SUBMITTING PROPOSALS**

- A. Vendors are responsible for following the procedures for submitting a proposal as set out in this Request For Proposals (RFP). The deadline for receipt of proposals is **4:30 p.m.** Central Time, on **October 14, 2016**. Proposals submitted to the incorrect address or location or received after this date and time will be rejected and will not be considered.
- B. *RFP Amendments* - OPPRS reserves the right to amend this Request for Proposals (RFP) before the due date. It is the Vendors' responsibility to check the OPPRS website for scheduling changes and other amendments to requests for proposals. [https://www.ok.gov/OPPRS/Request\\_For\\_Proposals/index.html](https://www.ok.gov/OPPRS/Request_For_Proposals/index.html)
- C. *Number of Copies Needed* - Vendors must submit one (1) original and one (1) copy of their proposal to:

**Oklahoma Police Pension and Retirement System  
Legislative Consulting Services Proposal  
Attention: Darcie Gordon, Administrative Officer  
1001 NW 63<sup>rd</sup> St, Ste. 305  
Oklahoma City, Oklahoma 73116**

**In addition, an electronic version of the proposal must be included with the hard copy proposals in Word format, or a .pdf format that has “word search” or “find” functionality. The document may be submitted on a flash drive or on a CD.**

- D. *Requests for Additional Information from Vendor* - OPPRS reserves the right to request additional information from any or all Vendors to assist in the evaluation process. However, no Vendor may contact any member of the OPPRS Board of Trustees or OPPRS staff during the solicitation process. Contact should be limited to the Administrative Officer listed above.

- E. *Proposals Become Property of OPPRS* - All materials submitted by Vendors become irrevocable and the sole property of OPPRS and will not be returned. All proposals submitted and the information contained therein shall be subject to the public disclosure provisions of the Oklahoma Open Records Act.
- F. *Questions and Clarification by Vendors* - In an effort to clarify any issues in this RFP, OPPRS will respond only to questions that are presented through email. Questions should be submitted to Darcie Gordon, Administrative Officer at [darcie.gordon@opprs.ok.gov](mailto:darcie.gordon@opprs.ok.gov). All questions and answers will be consolidated into a single Q&A document. All questions must be received by **4:30 p.m.** Central Time on **October 7, 2016**. The Q&A document will be posted on the OPPRS website at: [https://www.ok.gov/OPPRS/Request\\_For\\_Proposals/index.html](https://www.ok.gov/OPPRS/Request_For_Proposals/index.html) on or after **October 10, 2016**. This will be the only distribution method for the Q&A document. OPPRS assumes no liability for assuring receipt of the email. All correspondence and amendments regarding this RFP will be posted on the OPPRS website listed above
- G. *Negotiations* - OPPRS reserves the right to enter into a negotiation process for the top ranked proposal or proposals when it is considered in the best interests of the OPPRS. OPPRS may negotiate changes in the pricing as necessary. Should the negotiation process be invoked, OPPRS will negotiate in good faith for modifications to the submitted proposal(s).
- H. *Evaluation of Proposals* - Proposals will be evaluated based on best value, which will include the following: (1) Vendor's understanding of the services requested, (2) soundness of the approach and quality of the proposal, (3) Vendor's qualifications including its established record of success for other clients, (4) individual qualifications of Vendor's assigned staff, (5) the outcome of reference checks on the Vendor, and (6) Vendor's fee proposal.

During the evaluation process, OPPRS may, at its sole discretion, request any or all Vendors to make oral presentations. If oral presentations are required, it is highly recommended that the lead staff person for the Vendor be present at the finalist's presentation. All costs associated with such presentation are the responsibility of the Vendor. No costs will be reimbursed by OPPRS or the State for finalist presentations.

## **II. BACKGROUND INFORMATION ON OPPRS**

OPPRS was established to provide secure retirement and other benefits for its members. OPPRS accomplishes this purpose by ensuring that the retirement system is adequately funded and that legislation regulating its management and operation is reasonable and economical. OPPRS administers a defined benefit plan.

For more information about OPPRS, see the agency's website at [www.opprs.ok.gov](http://www.opprs.ok.gov). The most recent Comprehensive Annual Financial Report for OPPRS is available on the OPPRS website at <https://www.ok.gov/OPPRS/documents/CAFR%202015.pdf>

A. Retirement Board

OPPRS is governed by a Board of Trustees composed of 13 members. The Executive Director is appointed by and reports to the Board of Trustees.

B. OPPRS Staff

Presently all of the legislative work is done by the Executive Director. The Executive Director attends all legislative meetings and hearings regarding issues related to OPPRS. The Executive Director also drafts proposed legislation or proposed amendments to filed legislation. Both the Executive Director and the Administrative Officer monitor legislation primarily through the use of a contract legislative monitoring service. The Executive Director provides periodic reports to the OPPRS Board of Trustees on the status of all legislative matters.

**III. PROPOSAL SPECIFICATIONS & SCOPE OF SERVICES**

A. Introduction

The purpose of this Request for Proposals (RFP) is to obtain responses from qualified individuals or firms (Vendor) to provide legislative consulting services to OPPRS. OPPRS seeks individuals or firms that can work well with OPPRS on behalf of the Board of Trustees, OPPRS Management and the members of OPPRS to meet their needs. The goal of OPPRS is to enter into a contract with individuals or firms that have a proven track record of obtaining successful legislative results and demonstrable knowledge of state agencies and the Oklahoma Legislature. The successful Vendor(s) will help promote positive government relations, obtain successful legislative results and maintain effective communications with the Legislature.

B. Mandatory Specifications:

1. The selected vendor/firm must have at least three years of experience as a lobbyist or legislative liaison or as a legislator for the State of Oklahoma;
2. The selected vendor/firm must be available in Oklahoma to provide services at all times during Oklahoma's regular legislative session as well as any special session of the Oklahoma Legislature;
3. The selected vendor/firm must possess experience representing state government non-appropriated agencies or comparable experience before the Oklahoma State Legislature;
4. The selected vendor/firm must not be engaged in any business activity that may conflict with the interest of OPPRS.
5. The selected vendor/firm must have a member who is an attorney licensed to practice in the State of Oklahoma.

C. Mandatory Requirements:

The successful vendor will provide the following services, including but not limited to:

1. Attend designated and mutually agreed upon select meetings of the Oklahoma Senate and Oklahoma House of Representative Standing Committees over state pension systems;
2. Attend meetings of the Oklahoma House of Representatives General Government and Government Modernization Committees;
3. Attend such other House and Senate committee and subcommittee meetings as necessary to monitor and report on legislation affecting OPPRS;
4. Upon request of the Board of Trustees of OPPRS and/or the Executive Director, attend meetings of the Board of Trustees to provide status information relating to legislation affecting the Board;
5. Assist the Executive Director, Board and designated staff with the legislative process in moving forward any regulatory changes to legislation affecting OPPRS, its management of its retirement funds, or that affects its operations in any way;
6. Meet with legislators relating to legislation and rules affecting OPPRS;
7. Meet with the Executive Director and/or others within the Board of Trustees on a periodic basis regarding legislation and rules affecting the Board;
8. Upon request of the Board and/or Executive Director, assist with the development and distribution of memoranda and reports (collectively, "Reports") to legislators relating to legislation and rules affecting the Board;
9. Upon the request of the Board and/or Executive Director, assist with preparation of Reports regarding the status of legislation and rules affecting the Board;
10. Perform other liaison activities between the Board and the Oklahoma Legislature and between the Board and the regulated entities/individuals as requested by the Board and/or Executive Director from time to time.

**IV. REQUEST FOR PROPOSAL CONTENT**

At a minimum, the proposal must include the information listed below. The proposal should be formatted on consecutively numbered pages and include a table of contents. Proposals are to address all questions posed in the order in which they appear in this RFP.

A. Cover Letter

The Vendor must include a cover letter, which will be considered an integral part of the proposal. The letter must be signed by an individual who is authorized to bind the Vendor contractually. It must include the following elements:

1. A statement regarding the Vendor's legal structure (e.g., an Oklahoma corporation or partnership), federal tax identification number, and principal place of business.

2. Vendor's primary contact person on this RFP who has authority to answer questions regarding the proposal:
  - a. Contact's Name
  - b. Contact's Title
  - c. Contact's Address
  - d. Contact's Phone and Facsimile numbers
  - e. Contact's e-mail address
3. A statement that the Vendor's proposal meets all the requirements of this RFP.
4. A statement that the Vendor acknowledges and agrees that all documents submitted pursuant to this request may be subject to disclosure under Oklahoma's Open Records Act, that any resulting contract and services will be subject to and interpreted by Oklahoma law, and that this RFP and the Vendor's response will be incorporated by reference to any resulting contract.
5. Minimum Qualifications of Vendor
  - a. The successful vendor must have been in business for a minimum of three (3) years.
  - b. The individual(s) assigned to the contract as the lead staff person(s) must have a minimum of three (3) years of professional experience as a legislative lobbyist, legislative liaison or a legislator.

B. Questionnaire

Provide the following information:

1. Vendor's office locations, identifying which location will be assigned this project.
2. Vendor's organizational structure, including subsidiary and affiliated companies, and joint venture relationships.
3. Has the Vendor undergone any material change in its structure or ownership within the last 18 months? If yes, describe the change. Is any material change in ownership or structure currently under review or being contemplated that has already been publicly reported?
4. A description of the Vendor's ability to represent multiple clients during a legislative session, ability to track legislation affecting OPPRS, and record of success.

5. A description of any material litigation to which your company is currently a party.
6. A list and description of litigation brought against you or your firm, or your company by existing or former clients over the last five (5) years.
7. Describe any professional relationship involving any member of the OPPRS Board of Trustees or staff, the State of Oklahoma, or its political subdivisions for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relating to performing the proposed services.

C. Understanding of the Scope of Services

1. Describe in detail your organization's understanding of the services requested by OPPRS under this engagement.
2. Describe areas or processes, not included in the scope of this engagement, which you, your firm or your company may examine in order to provide more complete services and consulting support on this project.
3. Provide a narrative that supports why your company believes it is qualified to undertake the proposed engagement.

D. Vendor Personnel

1. For each individual you propose to assign to this engagement, provide a narrative biography including name, title, date of hire, experience in legislative lobbying or consulting, and education.
2. For each of the Vendor's proposed potential subcontractors, provide a narrative with the following information:
  - a. The subcontractor's (firm) name and address.
  - b. A brief description of the work the subcontractor might perform.
3. Describe your firm's procedures in the event that a key person assigned to this engagement leaves your firm during the engagement.

E. References

Provide a statement describing similar work that your firm has performed over the last three (3) or more years related to this type of contract with comparable organizations. The statement should include:

1. The name, address, and phone number of the client.

2. The name and phone number of a responsible official who may be contacted as a reference.
3. A summary description of the scope of the services provided and significant work completed. Describe your firm's record of successfully representing clients at the Legislature. Describe comparable engagements that were not successful and comment on the reasons they were not successful.

F. Fee Proposal

1. Provide a proposal regarding the fee to be paid to your firm for the services identified in this RFP. The fee proposal should include both a **fixed fee and hourly rate**, as well as be inclusive of all travel and other out-of-pocket expenses of the vendor. The proposal must have a fee amount for remainder FY 2017 and an additional four (4) years since this contract is subject to an option to renew on the part of OPPRS under part VII.A. of this RFP.
2. It is permissible to propose a fixed fee for services and a separate fixed dollar amount as an overall cap on out-of-pocket expenses. In other words, you may propose a separate "not-to-exceed" amount for actual, documented out-of-pocket expenses. For purposes of comparing the fee portion of the proposals, the fixed fee for services and any "not-to-exceed" figure for expenses will be added together.
3. Payment of fees and expenses (if any) will be made on a monthly basis in arrears. The successful vendor must present an invoice for services.

G. Additional Information

The Vendor should provide any other information it believes relevant to this assignment.

V. **SELECTION CRITERIA**

OPPRS reserves the right to award all, part, or none of this contract

During the evaluation process OPPRS may, at its discretion, request any or all Vendors to make oral presentations. Such presentations will provide Vendors with an opportunity to answer questions regarding the Vendor's proposal. Not all Vendors may be asked to participate.

There are no expressed or implied obligations on the part of OPPRS to reimburse responding vendors for any expenses incurred in preparing proposals in response to this RFP.

## VI. ADDITIONAL CONTRACT TERMS AND CONDITIONS

- A. *Modifications* - Any modification to the contract shall be in writing and agreed to by both the Vendor and OPPRS prior to any change in services. Any additional services provided prior to the execution of a mutually approved contract modification will not be eligible for payment.
- B. *Termination* - It is agreed by both parties that this contract may be terminated by either party by written notice delivered by mail at least 30 days prior to the termination date and upon final approval by OPPRS.
- C. *Cancellation* - In the event the Vendor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the contract, OPPRS may cancel the contract upon written notice of default to the Vendor. Such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law.
- D. *Subcontracting* - The services to be performed under this contract shall not be subcontracted in whole or in part to any other person or entity without the prior written consent of OPPRS.
- E. *Compliance with Law* - Vendor shall be subject to all applicable state and federal laws, rules and regulations and all amendments thereto. Vendor agrees to devote special attention to its responsibilities under Oklahoma state statutes. It is the Vendor's responsibility to comply with all applicable state and federal laws, rules, and regulations without reliance on or direction by OPPRS.
- F. *Contract Jurisdiction* - The resulting contract shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this contract or the rights and duties of the parties, the parties agree that such suit shall be brought in the Courts of the State of Oklahoma.
- G. *Equal Opportunity and Discrimination* - The Vendor agrees to comply with all federal and state laws prohibiting discrimination and assures services shall be provided without distinction on the basis of political or religious opinion or affiliation, race, creed, gender, sex, color, national origin, or disability (provided the disability does not render the person unable to do the work for which employed), and no other distinction will be made on the basis of age, except as the law allows.
- H. *Limitation of Liability* - The Vendor agrees to indemnify OPPRS and the State of Oklahoma in respect to all damages, expenses, fines, judgments and costs, including attorney fees, arising from negligence, acts or omissions of Vendor, Vendor's agents, subcontractors and assigns in connection with performance of this contract. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Acts, OPPRS agrees to bear all expenses,

finances, judgments, and costs which may arise from any acts or omission of its officials or employees in connection with this contract.

- I. *Employment Relationship* - This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of the State of Oklahoma or OPPRS. Vendor's employees shall not be considered employees of the State of Oklahoma or OPPRS for any purpose and as such shall not be eligible for benefits accruing to state employees. OPPRS retains the right to request replacement of assigned staff paid in full or partially by this contract.
- J. *Force Majeure* - Neither party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay, which directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond their reasonable control.
- K. *Conflicts of Interest* - Vendor is required to disclose all activities, whether performed on its own behalf; on behalf of a client, or other person, that conflict or may conflict with the interests of OPPRS. Vendor shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of OPPRS during the period of the Agreement without prior written notification to OPPRS and receipt of written approval from OPPRS. Conflicts with the interests of OPPRS include any activity or interest which negatively affect the agency, its employees, and/or its Board.

## **VII. CONTRACT TERM, RENEWAL AND EXTENSION OPTION**

- A. The initial Contract period shall begin on the effective date and shall extend through June 30, 2017 unless renewed, extended or terminated in accordance with applicable Contract provisions. The Supplier shall not commence work, or commit funds, or incur costs, or in any way act to obligate OPPRS as if he/she were the Vendor until so notified in writing of the approval of the Contract.
- B. Under Oklahoma law, state agencies may not contract for a period beyond the fiscal year. By mutual consent of the parties hereto, it is intended that there will be Four (4) options to renew, each for FY 2018, 2019, 2020 & 2021.
- C. Notification to exercise the option to renew the Contract shall be set forth, in writing, by OPPRS at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by OPPRS. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.
- D. In the event the contract is terminated, OPPRS may take possession of all materials, data, reports, etc., and finish the contract by whatever methods OPPRS may deem expedient, including procuring services similar to those so terminated.

**VIII. PROPOSED BID**

When submitting the proposal, please use the table below:

**Annual Fee for Legislative Consulting Services**

**Annual Fee**

Year 1:	\$
Year 2:	\$
Year 3:	\$
Year 4:	\$
Year 5:	\$

**Hourly Rate for Legislative Consulting Services**

**Hourly Rate**

Year 1:	\$
Year 2:	\$
Year 3:	\$
Year 4:	\$
Year 5:	\$