

November 3, 2022

240-740-7600

RFP Number: 4966.1  
Due Date: December 2, 2022  
Open Time: 2:00 p.m.

To: Prospective Respondents:

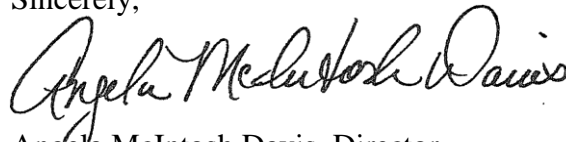
MCPS is seeking proposals from qualified consultants to provide Benefit Payments advisory/consulting services to MCPS Employees' Retirement and Pension Systems (Pension Plan) and MCPS staff (Staff). A successful firm (herein referred to as the "Benefit Payments Consultant", "Consultant", or "Firm") will assist MCPS with evaluating its current processes surrounding benefit payments to ensure alignment with industry best practices, and implementing benefit payments service provider transition.

Please respond according to the instructions provided in the attached. Submissions must be received by 2:00 p.m., on December 2, 2022. Submissions received after this time and date will not be considered.

The contractor must submit their offer per the instructions under the RFP, Section 6.0 and 8.0 Format Response and Submission, and Mandatory Submissions. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Director  
Division of Procurement

AMD  
Enclosure

**Department of Materials Management  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Request for Proposal No. 4966.1,  
Benefit Payments Consultant for Montgomery County Public Schools (MCPS)  
Employee's Retirement and Pension Systems**

**1.0 INTENT**

As MCPS moves forward with a custodian conversion and transition of its benefit payments services, MCPS is seeking proposals from qualified consultants to provide Benefit Payments advisory/consulting services to MCPS Employees' Retirement and Pension Systems (Pension Plan) and MCPS staff (Staff). A successful firm (herein referred to as the "Benefit Payments Consultant", "Consultant", or "Firm") will assist MCPS with evaluating its current processes surrounding benefit payments to ensure alignment with industry best practices, and implementing benefit payments service provider transition. The detailed services are described below in the Scope of Work.

Enclosed are instructions for responding to the request for proposal (RFP), the cost proposal , Procurement attachments A through D, MCPS General Contract Articles and the MAPT Rider Clause. Additional information is included in the body of this document.

**2.0 BACKGROUND**

In 1995, the MCPS Board of Education adopted a Trust Agreement to hold and invest the assets of the Pension Plan. The MCPS Retirement System Trust (Trust) holds the Pension Plan's assets. Nominated by the superintendent and appointed by the Board of Education, the Board of Investment Trustees (BIT) is responsible for the investment and management of the assets of the Trust. As of June 30, 2022, the Trust had assets of approximately \$2 billion.

The Pension Plan provides a core pension benefit to employees who are not eligible to participate in the Maryland State Teachers' Retirement and Pension Plan (State Plan). The Pension Plan also provides a supplemental benefit for all MCPS eligible employees, including those who participate in the State Plan. As of June 30, 2022, 14,455 retirees, vested employees, and surviving spouses received pension payments. The current benefit payments service provider is Aetna Life Insurance Company; MCPS is in the process of RFP1200.1 to select a custodian and benefit payments service provider.

**3.0 SCOPE OF WORK**

The Consultant must be able to work well with the Staff and benefit payments service providers while maintaining their independence in providing input and advice concerning issues relating to the Pension

Plan's benefit payments processes and service provider transition. MCPS is seeking a qualified Benefit Payments Consultant that can execute the following services:

### **3.1 Project Governance**

- Maintain collaborative focus on the transfer of operational support, the detailed understanding of historical data conversion (and testing), the identification and mitigation of risks that may arise post-implementation, and the successful establishment of monitoring and oversight capabilities to measure vendor operational performance and to address the suite of risk events as they occur.
- Provide full project oversight.
- Establish initial meetings, project structure, cadence of meetings, and reporting of the key milestones to project committees and executive sponsors.
- Clearly identify responsibilities of stakeholders in the transition process.
- Monitor project schedule and structure through each phase.
- Provide best practice guidance to ensure that MCPS meets fiduciary obligations to safekeep assets and pay retirees.
- Provide operational guidance on roles of stakeholders in post-transition benefit payments process.
- Determine MCPS operational support needed for long-term benefit services relationship.
- Provide guidelines for internal oversight of benefit payments provider.
- Review and provide guidance on monitoring service level agreements.
- Implement best practice guidelines for historic data storage.
- Design monitoring and oversight procedures for vendor operational performance during and post-conversion.
- Provide guidelines for MCPS functionality and data requirements.
- Review the benefit payments agreement with the selected service provider.
- Assist in further negotiation of the terms, pricing and establish service level agreement with the selected service provider.
- Identify procedure gaps resulting from the transition and offer solutions.
- Define and document processes, population, and payments that will remain with existing vendor and which ones will transition.
- Provide guidelines for transition of retiree communications

### **3.2 Data Gathering**

- Work with MCPS point of contact to assess data and processes for benefit payments services at legacy and transition vendors.
- Assess MCPS internal infrastructure for benefit payments process.
- Review role of MCPS team in calculating/reconciling monthly benefit and lump sum payments.
- Determine best MCPS team supports for key processes and data management needs.
- Review/assess electronic file layouts used with legacy vendor.
- Review sample electronic files from new vendor and compare with legacy vendor files.
- Review process of applying cost of living adjustment, eligible domestic relationship order, child support order and Power of attorney
- Plan file structure and number of groups/pay sources to be set up.
- Identify pensioners paid in currency and other matters relating to currency (where applicable).

- Develop guidelines for client/administrator for ongoing processes for pensioner set-ups/maintenance, payroll/lump sums payments, etc.
- Review and recommend historic data storage processes.
- Assess MCPS processing, reporting, and oversight needs.

### **3.3 Implementation/Conversion Project Management**

- Collaborate with MCPS point of contact and new vendor to shepherd the transition, track its progress, ensure that client-specific customizations are delivered.
- Foster multi-directional, transparent communication throughout conversion.
- Support MCPS's work with successor benefit payments agent to develop transition timeline.
- Assess new provider service start date.
- Review, evaluate, and comment on implementation plans (internal and at the custodian(s)).
- Finalize timeline with new vendor.
- Identify product and service requirements, improvements, and payment system efficiencies in accordance with the request for proposal and benefit payments agreements.
- Advise on branding requirements.
- Assist with determining benefit payments, funding requirement holdback, and other audits alignments as needed.
- Discuss pensioner cost of living adjustment, increase in pension payments, retroactive payments and stop payments.
- Coordinate interested party notice of provider change (e.g., participant member notifications).
- Schedule and review participant notification letters (two).
- Review the establishment of standing instructions to coincide with raising cash for benefit payments funding if necessary.
- Identify and coordinate benefit payments data extract files and required reports including Form 1099R.
- Identify and coordinate the process of applying eligible domestic relation orders, child support orders, POA and paying alternate payees
- Oversee timing, implementation, and review of parallel testing phases (two).
- Assist with running sample payroll for both monthly pension and lump sum cash payments/rollovers and reconcile number of pensioners, gross, net payroll, and all deductions including tax.
- Discuss reconciliation and report any differences along with reasons for differences.
- Support implementation of risk mitigation protocols.
- Advise on determining other retirement benefit payments services to be established.
- Advise on participant call center, and Passport website (staff and participants).
- Ensure system and reporting training is provided to MCPS staff.
- Provide MCPS support with change management.
- Monitor the schedule throughout the course of the implementation and make appropriate recommendations/adjustments as needed.
- Check production dates, discuss any differences in approaches.

#### **4.0 CONTRACT TERM AND FEE PROPOSAL**

This is a one-off engagement to assist MCPS in reviewing the operational process of benefit payments and leading the service provider conversion. The contract may not begin until one day after the approval by the Board of Education of Montgomery County.

This RFP and the MCPS General Contracting Articles shall take precedence over any Firm policies, terms and conditions, user agreements, or other documents in effect at the time of this contract or thereafter, unless otherwise expressly agreed in writing by the parties.

Please detail the components of your fee proposal and the total project cost. The fee proposal will be reviewed by MCPS and will be a factor in its selection of finalists. The selection of a firm to act as Benefit Payments Consultant will not be based on which firm submits the lowest fee proposal, as the fee proposal is only one of the selection criteria.

#### **5.0 REFERENCES**

All Firm proposals shall include a list of school districts or other public entities that have used their services with a similar scope of work in the request and a minimum of three references from current or former clients who can attest to the firm's quality of work.

#### **6.0 FORMAT RESPONSE AND SUBMISSION GUIDELINES**

Proposals shall be submitted and organized in the same order as presented in the RFP. Requirements for each section are indicated below, and proposals must contain all required information to be considered responsive. If an answer to a question requires ancillary documents (e.g., examples, reports, etc.), the attachment must reference back to the question in the RFP.

Vendors may contact Angela McIntosh-Davis to receive the word document to help them in organizing and preparing their response: [Angela\\_S\\_McIntosh-Davis@mcpsmd.org](mailto:Angela_S_McIntosh-Davis@mcpsmd.org). **One (1) original, three (3) separate copies, one (1) electronic version on a USB flash drive, and one (1) redacted copy should be sent by mail, courier, or hand delivered to:**

Montgomery County Public Schools  
Division of Procurement  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

The redacted copy shall specifically identify confidential business information or technical data that the bidder or his subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted, provided, that if a contract is awarded to this bidder as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract. This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction. MCPS assumes no liability for disclosure or use of unmarked technical data or products

and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

The proposal must be signed by an official having authority to contract with MCPS. The Firm and the official's name shall be used in the contract process.

MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one respondent who submits the best proposal or with two or more respondents who are deemed by MCPS to be the most competitive. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that your proposal will become a part of the official file on this matter without obligation to MCPS.

Your response must be complete and comply with all aspects of these specifications. We urge you to be specific and brief in your responses to the information requested.

Respondents must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and respondents during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If the respondent answers only "Understand and comply" it is assumed that the respondent complies with MCPS's understanding of the requirement.

MCPS shall not be responsible nor liable for any costs incurred by the respondent in the preparation and submission of their proposals and pricing.

## **7.0 EVALUATION CRITERIA**

MCPS Staff and selected stakeholders will evaluate submitted proposals based upon the proven ability of the respondents to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Specific criteria include:

1. Completeness, quality and thoroughness of respondent's submission to this RFP;
2. Experience in the field of benefit payments service provider transition and implementation;
3. Competitiveness of the fee structure relative to other respondents; and
4. References and other evidence regarding the qualifications of the respondent.

MCPS reserves the right to ask clarifying questions about submitted proposals. Firms also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 9.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified Firm or Firms prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any

aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All Firms are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

## **8.0 MANDATORY SUBMISSIONS**

RFP response  
Cost Proposal  
Appendix B Contract  
References

## **9.0 SCHEDULE OF EVENTS**

The anticipated schedule for activities related to this RFP is as follows:

<b>RFP issued:</b>	<b>November 3, 2022</b>
<b>Questions Due:</b>	<b>November 11, 2022</b>
<b>MCPS Responses to Questions:</b>	<b>November 22, 2022</b>
<b>RFP due</b>	<b>December 2, 2022 at 2:00pm</b>
<b>Finalist Interviews</b>	<b>Week of January 9, 2023</b>
<b>Board of Education contract award date:</b>	<b>March, 2023</b>

All dates are subject to change at the discretion of MCPS.

## **10.0 PRE-BID CONFERENCE**

A pre-bid conference will not be held.

## **11.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Firm's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Division of Procurement at 240-740-7600 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Firms must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to

provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

## **12.0 eMARYLAND MARKETPLACE ADVANTAGE**

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

## **13.0 MULTI-AGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Firm(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Firm. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

## **14.0 INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing to Caleb Young, MCPS Division of Procurement Buyer, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via e-mail to [Caleb.Young@mcpsmd.org](mailto:Caleb.Young@mcpsmd.org). Questions are due by **4:00 p.m. on November 11, 2022**. Responses will be posted on EMMA and on MCPS's Procurement website on **November 22, 2022**. MCPS will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a Firm in response to a request will be furnished to all Firm as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Firms. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Firms with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result



in non-consideration of its RFP response. The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

**15.0 UNNECESSARILY ELABORATE BROCHURES**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Firm’s lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

**16.0 BID PROTESTS**

Any bid protests, including appeals, will be governed by the applicable MCPS Division of Procurement Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Firm making the protest.

**17.0 CONTRACT**

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, 28, and 29 of the MCPS General Contract Articles are non-negotiable.**

As a note of clarification, Article 19 of the MCPS General Contract Articles applies to any products or services that the Respondent develops specifically for MCPS pursuant to this RFP, not to the Respondent’s existing off-the-shelf products and services. MCPS understands and acknowledges that the Respondent retains all intellectual property rights to its existing off-the-shelf products and services and that MCPS will be granted licenses to utilize such products and services.

**18.0 NOTICE TO BIDDERS**

**The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.**

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) \_\_\_\_\_
- 2. Business Name (if different from above) \_\_\_\_\_
- 3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER'S CONTACT INFORMATION:** This will be filed as your permanent contact information.

- 1. Company Name \_\_\_\_\_
- 2. Address \_\_\_\_\_
- 3. Bid Representative's Name \_\_\_\_\_
- 4. Phone Number/Extension \_\_\_\_\_
- 5. Email Address \_\_\_\_\_
- 6. Website \_\_\_\_\_

**III. VENDOR'S CERTIFICATION:** By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
  
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_