

Request for Proposal

For Federal Liaison

April 2024



SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO

300 E. BROAD ST., SUITE 100 • COLUMBUS, OHIO 43215-3746

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TABLE OF CONTENTS

	Page
I. Introduction	3
II. Background	3
III. Scope of Services	3
IV. Proposal Specifications	4
V. Selection Process	5
VI. Tentative Time Table	6
VII. Questionnaire	6
VIII. Terms and Conditions	6
<u>Appendix A</u> Contact Information	7
<u>Appendix B</u> Questionnaire	9
<u>Appendix C</u> Sample Consultant Template Agreement	15

I. INTRODUCTION

The School Employees Retirement System of Ohio (SERS) is requesting proposals from qualified individuals or firms to perform consulting services related to congressional activity and federal legislation of interest to SERS, and related services.

II. BACKGROUND

SERS is a statewide defined benefit retirement system for non-certificated persons employed by the public schools within the state's cities, villages and counties, as well as local districts, vocational and technical schools, community colleges, and The University of Akron. SERS provides service retirement, disability and survivor benefits, and access to health care coverage for benefit recipients and their dependents. General administration and management of the plan is vested in the Retirement Board established under [Chapter 3309](#) of the Ohio Revised Code.

As of December 31, 2023, investment assets totaled \$18.62 billion.

The most recent SERS Comprehensive Annual Financial Report can be found on the SERS website, www.ohsers.org.

III. SCOPE OF SERVICES

SERS is seeking a qualified individuals/firm to serve as Federal Liaison for the retirement system.

The Liaison will:

- Proactively contact and confer with members of Congress, congressional staff, and regulatory agency staff to educate them about SERS and advocate the system's position on proposed legislation and regulations.
- Analyze proposed federal legislation and regulations, recommend strategies, and execute actions to achieve SERS' federal agenda.
- Assist in the development legislator educational packets, position statements, talking points, fact sheets, and comment letters.
- Attend selected Washington, DC-based conferences with SERS staff and coordinate Capitol Hill visits with Ohio congressional offices on a periodic basis.
- Prepare monthly legislative reports for the SERS Retirement Board.
- Provide an annual federal update presentation to the SERS Retirement Board.

Policy issues of interest to SERS include:

Public pensions, retirement security, Social Security, mandatory Social Security coverage of public employees, Windfall Elimination Provision and Government Pension Offset, health care, Medicare, prescription drugs, divestment mandates, UBIT, Financial Transaction Tax.

The Liaison should have the following qualifications:

- JD, MBA, or relevant degree.
- 3+ years of experience doing federal legislative advocacy.
- Established relationships on Capitol Hill.
- Registered as a lobbyist.
- Proficient knowledge of legislative processes.
- Outstanding communication skills, both verbal and written.
- Outstanding people skills.
- Available to attend events and meetings outside work hours.

SERS will consider only proposals for the services as described above. **Responses submitted for other services will not be considered.**

IV. PROPOSAL SPECIFICATIONS

A. Intent to Respond

If the individual/firm intends to respond to this RFP, a Notice of Intent to do so should be sent to SERS by **May 3, 2024**. The Notice should be sent by email to the SERS contact listed in Paragraph IV.C. below, and contain the respondent's name, its intent to respond, the name of a contact person and the contact person's telephone number and email address.

Submitting this Notice will not obligate a respondent to submit a Response nor be a prerequisite for submitting a Response, but will allow SERS to send out any necessary information to interested individuals/firms.

B. Response Deadline

The completed Response must be received by **May 17, 2024, 4 p.m. Eastern Time**. Responses received after the Response deadline will not be considered.

C. Delivery

Contact person for all responses, and communications:

Christopher Collins
Government Relations Officer
Executive Department
School Employees Retirement System
300 East Broad Street, Suite 100
Columbus, OH 43215
ccollins@ohsers.org
Telephone: 614-222-5918

An unbound original and 3 copies of the Response are to be sent by mail or delivery service. Faxed or emailed transmissions are not acceptable and will not be considered (other than the requested electronic copy discussed in Paragraph E, below).

D. Response Documents

All of the following documents must be submitted together and in the order listed.

1. Submittal Form in Appendix A on the respondent's letterhead, signed by at least one individual who is authorized to bind the respondent contractually.
2. The Questionnaire in Appendix B with the question and/or request duplicated in the Response before the answer or response.

E. Submitted Responses

Any Response submitted will become the property of SERS. SERS reserves the right to retain all Responses submitted, and use any information contained in a Response except as otherwise prohibited by law. **All Responses and the contents thereof will be deemed to be a public record which is open to public inspection after a respondent has been selected and contract has been executed, if any.** *SERS requests, but does not require, that a respondent send one electronic copy of its Response with any proprietary trade secret information redacted to the email address listed in Paragraph IV.C. above.* All redactions should be clearly marked and include a brief written basis why it believes the information is protected from disclosure.

In the event that SERS receives a public records request to which, in SERS's sole discretion, any of an individual's/firm's materials are responsive, SERS may release the respondent's redacted materials, or in the event no redacted materials are submitted, the respondent's unredacted materials without notice to the individual/firm. In the event any of the respondent's redactions are challenged, the respondent shall have sole responsibility to defend such redactions at its cost and expense. SERS will not institute any legal action to defend any of respondent's redactions, but will notify the respondent of such challenges.

F. Communications with SERS

Respondents who intend to submit a Response should not contact any member of SERS Staff or members of the Retirement Board. An exception to this rule applies to firms who currently do business with SERS, but any contact should not relate to this RFP.

G. Questions Relating to this RFP

All questions concerning this RFP must be received in writing by email by the Contact person by **May 10, 2024, 4:00 p.m., Eastern Time**. Answers to emailed questions received by this deadline will be available to all firms by a posting at www.ohsers.org. Questions submitted after 4 p.m., May 10, 2024, or other than by email will not be considered.

V. SELECTION PROCESS

SERS staff will evaluate all timely and complete Responses. SERS reserves the right to request that any Response be clarified or supplemented. SERS expects all answers to be clear, concise, and free of superfluous information.

Based upon its review of the Responses, Staff will select candidates to make a presentation to Staff in Columbus, Ohio. Respondents not selected for a presentation will be notified that they no longer are under consideration.

After completion of the presentations in Columbus, Staff *may* conduct further due diligence, involving site visits to the selected candidates' offices. Staff will select the respondent, and may approve, fail to approve, or modify the scope of services and fees of the selected respondent.

SERS staff will evaluate the proposals on the following non-exhaustive list of factors:

1. General quality and responsiveness of proposal.
2. Qualifications, experience and availability of staff.
3. Level of service and responsiveness that the respondent commits to providing.

4. Ability to meet reporting requirements.
5. Fees.

The above list does not indicate priority or importance of the evaluation criteria.

VI. TENTATIVE TIME TABLE

The following is the tentative time schedule for SERS' search for respondents to provide the requested services. All dates are subject to modification by SERS without prior notice.

Issuance of RFP:	April 29, 2024
Notice of Intent to Respond:	May 3, 2024
Question Deadline:	May 10, 2024, 4pm ET
Response to Written Questions:	May 14, 2024
RFP Response Deadline:	May 17, 2024, 4 pm ET
Presentations to Staff:	By End of May 2024

The individual/firm selected must enter into a contract.

VII. QUESTIONNAIRE

Respondents must complete the Questionnaire appearing in Appendix B. Responses to the questions should repeat the question and be answered in order. Limit each response to no more than one-half page.

VIII. TERMS AND CONDITIONS

SERS makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information in the RFP and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all of the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of SERS and the data contained or referenced herein. SERS does not anticipate updating or otherwise revising the RFP. However, this RFP may be withdrawn, modified, or re-circulated at any time at the sole discretion of SERS.

SERS reserves the right, at its sole discretion and without giving reasons or notice, at any time and in any respect, to alter these procedures, to change and alter any and all criteria, to terminate discussions, to accept or reject any Response, in whole or in part, to negotiate modifications or revisions to a Response and to negotiate with any one or more respondents to the RFP.

SERS is not and will not be under any obligation to accept, review or consider any Response to the RFP, and is not and will not be under any obligation to accept the lowest offer submitted or any offer at all. SERS is not and will not be under any obligation to any recipient of, or any respondent to, the RFP except as expressly stated in any binding agreement ultimately entered into with one or more parties, either as part of this RFP process, or otherwise.

This RFP is not an offer but a request to receive a Response. SERS will consider a Response as an offer to develop an agreement based upon the contents of the Response. Respondents agree that the contents of their Responses are valid for one year from the date of submission. SERS will not be liable for any cost incurred in the preparation of a Response and will not reimburse any respondents for their submission. Expenses related to the production of a Response are the sole responsibility of the Respondent.

Appendix A

Contact Information

CONTACT INFORMATION

RESPONDENT NAME: _____

ADDRESS: _____

CLIENT CONTACT: _____

TELEPHONE #: _____

E-MAIL ADDRESS: _____

By signing below, the authorized signer represents that the attached Response is a firm and irrevocable offer of the firm.

AUTHORIZED SIGNATURE:

Name (print): _____

Title: _____

Date: _____

Appendix B Questionnaire

Responses to the following questions should repeat the question and be answered in order. Limit responses to no more than one-half page.

A. ORGANIZATIONAL INFORMATION

1. Give a brief history and description of your organization including:
 - a. Organization's legal structure
 - b. Year organized
 - c. Principal place of business and other office locations, including the location that will be assigned to SERS
 - d. Describe any predecessor entities.
2. Describe the organizational structure, including subsidiary and affiliated companies, and joint venture relationships.
3. If your organization is employee owned, provide the ownership breakdown by individual. What are the criteria for an employee to become an owner?
4. Has the organization undergone any material change in its structure or ownership within the last two years? If yes, please describe.
5. Is any material change in ownership or structure currently under review or being contemplated? If yes, please describe.
6. Provide the organization's most recent financial statements including a statement of financial position, an annual income statement and balance sheet.
7. Describe any relationships that the organization has with potential vendors to SERS, describing any potential fees or other remuneration your firm may receive for recommending their products or services.
8. Confirm whether your organization holds insurance for:
 - a. Director and officers liability
 - b. Professional indemnity
 - c. Employee fidelity/third party fraud
 - d. Key person insurance
 - e. Other (please identify type)
9. Describe your organization's key strengths, competitive advantages, and weaknesses and how these relate to the proposed assignment.
10. Provide a copy of your organization's business continuity/disaster recovery policies and plans, including recovery time objectives.
11. Provide an example of a board report, no more than 8 pages, that would be indicative of the type of monthly federal advocacy summary you would provide to the SERS Board.

B. PERSONNEL

1. For each individual that you propose to assign to SERS, provide the following information:
 - a. Employee name and title,

- b. Proposed position on this assignment, and
 - c. Experience providing the types of services requested in this RFP.
2. Indicate what targets, if any, have been set for staff in terms of number of client assignments.
3. Describe your procedures in the event that a contact person assigned to this assignment leaves your firm during the engagement.
4. Describe how you will consult with and make presentations to SERS staff and, potentially, SERS' Board of Trustees.

C. PROPOSED SERVICE

1. Describe in detail your understanding of the services requested in this RFP by SERS and describe the procedures and methods that you will employ to achieve the desired results.
2. Describe areas or processes not included in the RFP that you may utilize to provide more complete services.
3. Please provide a narrative that supports why you believe that you are qualified to undertake the proposed engagement.
4. Describe the service and quality control procedures you utilize. These should identify and describe any anticipated potential problems, your approach to resolving these problems, and any special assistance that will be requested from SERS.

D. STANDARDS OF CONDUCT

1. Do you have a written code of conduct or set of standards for professional behavior? If so, attach a copy and state how they are monitored and enforced.
2. How do you identify and manage conflicts of interest? Do you have a conflicts of interest policy?
3. Are there any potential conflicts of interest you would have in providing federal legislative advocacy services to SERS? If yes, explain.
4. List and describe any relationships and/or contacts you have had with any Retirement Board member and/or SERS Staff within the last twelve (12) months.
5. Have you or any officer, principal or employee given any remuneration or anything of value directly or indirectly to SERS or any of its Retirement Board members, officers, or employees? If yes, identify the recipient and remuneration or thing of value. Additional information on the Ohio ethics law in this area may be found at: http://ethics.ohio.gov/education/factsheets/doing_business_with_retirement_systems_in_ohio.pdf.
6. Have you or any officer, principal or employee given any remuneration or anything of value such as a finder's fee, cash solicitation fee, or fee for consulting, lobbying or otherwise, in connection with this RFP? If yes, identify the recipient and remuneration or thing of value.
7. Within the last five (5) years:
 - a. Have you, or any officer or employee been a defending party in a legal

proceeding before a court related to the provision of these services?

- b. Have you, or any officer or employee been the subject of a government regulatory agency inquiry, investigation or charge?
- c. Have you submitted a claim to your liability insurance carrier involving the type of services sought under this RFP?

If “yes” to any of the above questions, describe the event and the current status or resolution; include any case citation.

8. Describe the level of coverage for errors and omissions insurance and any other fiduciary or professional liability insurance you carry.

E. FEES AND CONTRACT

1. Disclose the total costs of the services your firm will provide as completely as possible so that SERS can evaluate total costs of the service.
2. Provide an itemized, not-to-exceed, fixed fee price quote for this service in total to include any and all reimbursable expenses.
3. If available, state any pricing benefit offered if SERS agrees to a contract term in excess of one year.
4. Review and provide feedback on Sample Consultant Template Agreement (Appendix C) that would be the model a firm would use if selected for this assignment.

F. REFERENCES AND CLIENTS

1. Provide the number of clients your organization currently serves.
2. Provide a list of any public pension fund clients.
3. Provide a list of three (3) current client references; include all contact information plus length of relationship.

Appendix C

Sample Consultant Template Agreement

CONSULTING AGREEMENT

This consulting agreement (hereinafter referred to as "Agreement") is effective this ----- day of _____, 20____ ("Effective Date") between _____, (hereinafter referred to as "Consultant") and School Employees Retirement System of Ohio, (hereinafter referred to as "SERS").

WHEREAS, SERS wishes to receive consulting services that include _____, and desires to have Consultant provide SERS with the consulting services set forth below; and

WHEREAS, the Consultant has the knowledge, experience, expertise and ability to provide the Services; and

WHEREAS, the parties desire to enter into an agreement concerning the provision of the Services;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1) **Services**

In accordance with the provisions hereof and such Statements of Work as may hereafter be completed by SERS and Consultant, Consultant shall furnish to SERS the consulting services ("Services") requested by SERS.

2) **Request for Services**

SERS shall request Services by delivering to Consultant Statements of Work substantially in the form set forth in Exhibit A. Each Statement of Work shall specify: (i) the Services requested, (ii) the requested starting date, (iii) a timeline for the completion of Services, and (iv) a fee schedule. SERS reserves the right to modify the scope of requested services at any time.

3) **Payment**

When the fee schedule is based on an hourly or daily rate:

Upon receipt of a proper invoice, SERS shall pay any amounts not in dispute for Services identified in the invoice. An invoice for services shall contain, at a minimum, (i) an itemized identification of the Services performed for SERS, (ii) the dates and amount of time (in half-hour increments) for Services performed, (iii) the name(s) of the individual(s) performing the Services, (iv) receipts for incidental expenses. Consultant shall submit invoices to SERS at the end of each month. SERS shall pay a proper, undisputed invoice not later than twenty (20) business days from the date of receipt.

Other than compensation for Services set forth in this Agreement, there shall be no additional amounts paid by SERS.

When the fee schedule is project based:

Payment of the project fee shall be made in accordance with the pay schedule set forth in the Work Order. Upon receipt of a proper invoice, SERS shall pay any amounts not in dispute for Services identified in the invoice. SERS shall pay a proper, undisputed invoice not later than thirty (30) days from the date of receipt. Other than compensation for Services and reimbursement for expenses of and disbursements advanced by Consultant as set forth in the fee schedule of a Statement of Work, there shall be no additional amounts paid by SERS.

4) Licenses and Permits

Consultant represents and warrants that Consultant has and will maintain any and all licenses and permits required to perform the Services while Consultant serves as an independent contractor to SERS. Consultant will maintain their legislative agent registration and submit required reports.

5) Ownership of Materials

Any and all information and material provided to Consultant by SERS, or anyone acting for or on behalf of SERS, will remain the sole property of SERS and any such information and material is provided to Consultant solely for the purpose set forth in this Agreement. Such information shall be considered SERS' Confidential Information as provided for in Section 6 of this Agreement.

Consultant agrees all work done as part of or in providing the Services to SERS, and the deliverables, shall be owned by and be the property of SERS and SERS shall have the exclusive ownership of all such deliverables and work. This Section shall survive the termination of the Agreement, regardless of the cause of termination.

6) Confidential Information

All information received by Consultant from SERS, its Trustees, employees and agents, in the performance of the Services (except for information which prior or subsequent to the date of execution of this Agreement is publicly available) shall be held in confidence as confidential information ("Confidential Information"), to be used only for the purposes of performing the Services and producing the deliverables pursuant to this Agreement. Consultant shall not use such Confidential Information for any other purpose, including commercial purpose, will not use the same directly or indirectly for his own benefit, and will not disclose the same to others without the prior written consent of SERS. The Confidential Information will be disclosed only to those employees and representatives of Consultant (i) who have a need to know the same in order to perform the Services, and (ii) who have been advised that they will be bound by the confidentiality and restrictions provided herein. The provisions of this Section shall survive the expiration or termination of this Agreement. Within sixty (60) days after completion of the Services and deliverables, or any earlier termination under the provisions of this Agreement,

Consultant shall return Confidential Information to SERS or certify in writing to SERS that the Confidential Information has been destroyed.

7) **Notice**

Any notice shall be given by U.S. mail, certified, return receipt requested; personal delivery; or by courier to the below addresses, or to such other addresses as may be subsequently provided by one party to the other. Notice by mail shall be deemed delivered five (5) days after the date it was mailed. Personal delivery shall be deemed to occur upon delivery to the receiving party or his/her/its office. Notice by courier shall be deemed delivered upon delivery by the courier.

If to SERS:

If to Consultant:

School Employees Retirement System of Ohio
300 E. Broad Street, Ste. 100
Columbus, OH 43215
ATTN: Executive Department

8) **Independent Contractor**

Neither Consultant nor any agents, employees, representative, or subcontractors provided by Consultant to perform services for SERS under this Master Agreement are public employees for purposes of Chapter 145 of the Ohio Revised Code.

The Consultant is an independent contractor and nothing herein shall be construed to the contrary. Consultant shall not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of SERS, or bind SERS in any manner or thing whatsoever without SERS' written consent. Consultant shall be solely responsible for the direction and control of Consultant's agents, employees, representatives and subcontractors, including decisions regarding hiring, firing, supervision, assignment and the setting of wages and working conditions. SERS shall neither have nor exercise disciplinary control or authority over Consultant or Consultant's agents, employees, representatives or subcontractors. No agent, employee, representative or subcontractor of Consultant shall be or be deemed to be the employee, agent, representative or subcontractor of SERS. None of the employer-paid benefits provided by SERS to its own employees, including but not limited to retirement benefits, workers' compensation insurance and unemployment insurance, are available from SERS to Consultant or to Consultant's employees, agents, representatives or subcontractors. Consultant agrees to provide workers' compensation insurance for any person utilized by Consultant to perform services under this Agreement and to pay all applicable social security taxes, unemployment compensation taxes, income taxes and other employer taxes and contributions required by any federal, state or local law with respect to Consultant or to persons utilized by Consultant to perform services under this Agreement.

9) **Non-Exclusivity**

This Agreement is entered into on a non-exclusive basis. SERS shall have no limitation on its right to obtain services of the same kind described in this Agreement from any other source at any other time.

10) **Governing Laws**

This Agreement shall be construed and governed in accordance with the laws of the State of Ohio and any applicable federal laws.

11) **Amendments**

No change, amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the Consultant and an authorized representative of SERS.

12) **Use of Names/Publicity**

Consultant shall not use SERS' name, logo, service marks, domain names, symbols or any other SERS name or mark without SERS' written consent, other than in providing the Services to SERS under this Agreement. Consultant may not use SERS as a reference or this Agreement as an endorsement of Consultant's work without SERS' written consent. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent.

13) **Representations, Warranties, and Covenants of the Consultant**

Consultant warrants that: (a) they have the authority to enter into this Agreement and perform the Services provided herein; (b) they have received notice of Ohio laws governing ethical behavior, understands that these laws apply to persons doing or seeking to do business with SERS, and agrees to act in accordance with the requirements of such provisions; and (c) they have not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to SERS or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

15) **Duration of Agreement**

This Agreement shall be effective on the date stated in the opening paragraph of this Agreement and shall continue for five years from the Effective Date at which time it shall automatically terminate if not previously terminated as provided herein.

Either SERS or Consultant may terminate this Agreement at any time by giving the other written notice of termination, whereupon this Agreement shall terminate on the effective date of the termination specified in the notice. In the case of notice given by SERS, the date of termination shall not be less than fourteen (14) days subsequent to giving of such

notice except in the case of failure of Consultant to perform, in which case termination, in SERS' discretion, may be immediate. Upon termination, SERS shall be liable only for actual charges incurred through the date of termination.

Upon termination, Consultant shall take reasonable steps to dispose of, or return, all Confidential Information and materials belonging to SERS, including any and all materials developed hereunder, in accordance with SERS' written instructions.

15) Assignment

This Agreement is not assignable without the prior written consent of SERS. Any attempt by Consultant to assign any of the rights, duties, or obligations of this Agreement without such consent shall be void.

16) Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

17) Entire Agreement

This Agreement and the Statements of Work issued pursuant to this Agreement constitute the entire understanding between the parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first set forth above.

**School Employees Retirement System
of Ohio**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work is issued pursuant to that Agreement effective the ____ day of ____, 20__, by and between **School Employees Retirement System of Ohio** (“SERS”) and ____ (“Consultant”), and incorporates all of the terms therein and is made part thereof.

Type of Services to be Performed:

Experience/Qualifications required of Personnel:

Services shall be provided by _____.

Requested Starting Date:

Estimated Duration for which Services will be needed:

PERSONNEL SELECTED:

Name:

Address: _____

Fee Schedule:

The fee schedule for this work order is Project Based.

The parties have agreed to a fee of \$_____ for a year of consulting services commencing _____, 20__. Payment of the annual fee shall be made in twelve monthly payments of \$_____.

Consultant shall submit invoices to SERS at the end of each month. SERS shall pay a proper, undisputed invoice not later than thirty (30) business days from the date of receipt.

The fee as provided in this Work Order shall be the only compensation paid for Services set forth in this Agreement. SERS shall not be responsible for any other costs, overhead, assessments, or charges of any kind.

Additional services shall be billed at \$__ an hour.

Planned Overtime: N/A

Considerations:

Monthly invoices should be sent to the attention of _____

There are no other fees, costs, or expenses except as set forth herein.

Any fees, costs, or expenses paid by SERS on behalf of Consultant will be deducted from Consultant's monthly retainer.

Additional services will not be provided without prior consent of SERS' Executive Director.

Total charges shall not exceed \$_____ without prior written consent of SERS' Executive Director.

Additional services will be paid at the straight time hourly rate. Time not actually worked shall not be billed to SERS. There are no other fees, costs, or expenses except as set forth herein.

Acknowledged and Accepted, effective _____, 20__, by:

**School Employees Retirement System
of Ohio**

By: _____

By: _____

Date: _____

Date: _____