

REQUEST FOR PROPOSALS

TO PROVIDE

Vocational Consultant Services

Issued by

Board of Trustees
Firefighters' Retirement Plan
City of St. Louis

Date of Issue
December 14, 2015

Time/Date of Closing
January 15, 2016 at
4 PM CST

OBJECTIVE

The objective of this Request for Proposal is to identify the individual/firm that can provide the most thorough, objective Vocational Consultant Services as needed to the Board of Trustees, Firefighters' Retirement Plan (FRP) of the City of St. Louis ("the Board") on some disability applicants.

BACKGROUND ON FRP

Before February 1, 2013, pension and disability benefits were provided to the firefighters of the City of St. Louis by the Firemen's Retirement System of St. Louis (the "FRS"). The FRS was established on July 26, 1944, and was called the St. Louis Firemen's Pension Fund. A new Firemen's Retirement System was established June 17, 1959 and began operations after January 1, 1960. The assets and liabilities of the former Firemen's Pension Fund were merged into the new Firemen's Retirement System.

Benefit accruals under the FRS were frozen as of February 1, 2013. Benefits for Participants who retired before February 1, 2013 will continue to be paid from the FRS. Retirement benefits attributable to service rendered and compensation received for service as a firefighter for the City before February 1, 2013, and death and disability benefits for Participants who die or became disabled while in service as a firefighter for the City before February 1, 2013, will continue to be paid from the FRS.

The City of St. Louis established the new Firefighters' Retirement Plan (the "FRP"), as prescribed in Ordinance 69245 as amended by Ordinance 69353, pursuant to its authority under the home rule charter provisions of the Constitution of the State of Missouri, to provide retirement, disability and death benefits for the firefighters of the City and their covered dependents for service rendered and compensation received on and after February 1, 2013.

The new FRP provides a pension benefit attributable to service rendered and compensation received for service as a firefighter for the City on and after February 1, 2013. The FRP also provides death and disability benefits for Participants who die or become disabled while in service as a firefighter for the City on and after February 1, 2013. The FRP operates separately but simultaneously with FRS under a dual plan system effective as of February 1, 2013.

INSTRUCTIONS

A. SEALED PROPOSALS:

Responses to this request shall be submitted in a sealed envelope clearly identified as:

PROPOSAL
Vocational Consultant Services

and mailed to or delivered to:

Mr. Richard R. Frank, Secretary
Firefighters' Retirement Plan
of the City of St. Louis
1114 Market Street, Room 900
Saint Louis, MO 63101

All who respond must submit the original proposal, along with seven (7) copies of the proposal, and an electronic copy in PDF format.

B. RESPONSES:

The Board of Trustees of the FRP of the City of St. Louis is soliciting proposals for Vocational Consultant Services. Proposals will be accepted until **4:00 p.m. CST on January 15, 2015** at which time all proposals properly received will be opened.

Any previously received proposals for this service should be considered to have been rejected by the Board of Trustees, and anyone interested in providing these services must resubmit any prior proposal furnished to the FRP of the City of St. Louis.

Following the submission due date, a selection committee will review the proposals. The selection committee is composed of two representatives of the FRP, a representative from the Mayor's Office, a representative from the Comptroller's Office, and a representative from the Aldermanic President's Office. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Rules and Procedures established by the Board of Public Service. A selection committee will make a recommendation of the highest ranked respondent to the FRP Board of Trustees. The Board of Trustees (BOT) may approve or reject the recommendation. The BOT may also ask for a ranking of all individuals/or firms, and select another respondent. The selected individual/firm is subject to successful negotiation of a contract for the services. The FRP reserves the right to negotiate any aspect of any proposal whatsoever.

In the event the Board receives more than one proposal from any company, the Board shall request the committee to review such proposals and advise the Board as to the one proposal it wishes the Board to consider. Should the committee not advise the Board, all proposals received from the company shall be rejected.

INSTRUCTIONS (continued)

The successful individual/firm must provide proof that it is current with respect to all applicable City taxes and licenses prior to the initiation of the contract. Please note, a City Business License is required and no such license will be issued without a Statement of Clearance issued jointly by the Collector of Revenue and the License Collector of the City of St. Louis.

The proposal must be signed by the business owner or an officer of your company and indicate that such officer is authorized to commit on behalf of your business..

Any questions regarding this Request for Proposal shall be submitted in writing electronically to Mr. Richard R. Frank, Secretary, FRP of the City of St. Louis, at the following email address: firefightersretirementplan@stlouis-mo.gov. All questions received shall be answered, summarized and posted on the FRP website www.stlouis-mo.gov/frp . Questions must be submitted no later than **4 PM on January 8, 2016.**

Contact with selection committee members, other than the aforementioned designated contact person, is strictly prohibited, and may result in disqualification from the RFP process.

The following schedule has been established for the selection process:

Date of issue of RFP:	December 14, 2015
Date of closing for proposals:	January 15, 2016
Finalists scheduled for presentation:	Week of Jan. 25
Committee recommendation:	February 1, 2016
Approval of Contract:	February 25, 2016
Effective Date of Contract:	March 1, 2016

SELECTION CRITERIA

The following criteria will be used to evaluate responses and to select the finalists:

- A. Complete responses to all response items, including the attached questionnaire;
- B. Ability of the consultant to meet the needs of the BOT;
- C. Experience in providing similar services to other clients;
- D. Commitment of the individual/firm to provide Vocational Consultant Services;
- E. Specialized experience, qualifications and competence of the individual/firm, its principals, and those individuals to be assigned to this engagement;
- F. Quality of written proposals;
- G. Quality of oral presentation, if any;
- H. Aggregate cost, for a five-year term;
- I. Legal and regulatory compliance with all Federal and State laws regarding HIPPA and ADA;
- J. Public pension fund experience;
- K. Vitae of Vocational Consultant;
- L. Number of clients and total Vocational Analysis/Assessments written;
- M. Approach to the project and how the individual/firm may deal with any unusual problems anticipated;
- N. Past record and performance with respect to schedule compliance, cost control, and quality of work;
- O. Ability of the individual/firm to provide a comprehensive report;
- P. Proximity of the individual/firm to the City of St. Louis;
- Q. Fees or fee structure as may be appropriate as required to attain services;
- R. M/WBE and/or DBE participation;
- S. Ability of the individual/firm to meet statutory or ordinance requirements;

T. Other items that arise as the result of the proposal or interview.

Following review of the proposals received, the Board may schedule a conference with the individual/firm judged to meet the criteria most closely.

TERMS AND CONDITIONS:

- A. The Board reserves the right to reject any and all proposals and has the right to waive any irregularities or information at any time during the process until agreement has been executed by the parties.
- B. The award, if any, will be to the proposal which, in the Board's opinion, is in the best interest of the Firefighters' Retirement Plan, taking into consideration all aspects of the response, including but not limited to the total net cost to the Plan.
- C. The Board will not be responsible for any expenses incurred in the presentation of any proposal or presentation. Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this Request for Proposals, including oral presentation and demonstration if required, shall be borne solely by the respondent.
- D. The Board reserves the right to cancel this Request For Proposals at any time; to void this Request For Proposals and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate financial and other arrangements; to establish further criteria for selection; to ask respondent to submit additional information with respect to any aspect of respondent's submission whatsoever; and to negotiate with respondent as to any aspect of respondent's proposal whatsoever.
- E. By accepting this Request For Proposals and/or submitting a proposal in response thereto, respondent agrees for itself, its successors and assigns, to release, indemnify, and hold the Board and the City of St. Louis along with all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such respondent, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this Request For Proposals, revising this Request For Proposals, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a contractor and/or negotiating or executing an agreement incorporating the commitments of the selected contractor.

TERMS AND CONDITIONS continued:

- F. Respondent shall carefully examine this Request for Proposals and shall make all necessary investigations to fully inform themselves as to the local conditions and requirements under which work is to be performed. Respondent shall familiarize themselves with all applicable federal, state, and local statutes, regulations, ordinances relating to the conduct of work pursuant to this Request for Proposals, and shall comply with all applicable federal, state, and local laws, ordinances, and rules and regulations. No pleas of ignorance of conditions, statutes or ordinances will be accepted as an excuse for any failure or omission on the part of the respondent to fulfill every requirement of the Request for Proposals and to perform as described in such respondent's proposal.
- G. No proposal received after the specified date and time will be considered, unless the specified date and time included in this document is extended or all proposals are rejected and a subsequent Request for Proposals is issued.
- H. All permits or licenses required by all applicable federal, state, local governments for conduct of work and provision of products pursuant to this Request For Proposals shall be obtained and paid for by the respondent.
- I. By submitting a response to this Request for Proposals, respondent acknowledges having read this Request for Proposals in its entirety and agrees to all terms and conditions set out in this Request for Proposals.
- J. By submitting a response to this Request for Proposals, respondent acknowledges and agrees that the Board has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's proposal, and authorizes the release to the Board and/or Board personnel and/or consultants of any and all information sought in such inquiry or investigation.
- K. Any misrepresentations or false statements contained in a response to this Request for Proposals, whether intentional or unintentional, shall be sufficient grounds for the Board to remove respondents from competition for selection at any time.
- L. By submitting a response to this Request for Proposals, respondent commits that, if selected, respondent is willing and able to carry out the work proposed in accordance with the schedule proposed and as described in respondent's proposal.

TERMS AND CONDITIONS continued:

- M. By submitting a response to this Request for Proposals, respondent acknowledges that:
 - a. This Request For Proposals is not a contract or a commitment of any kind by the Board and does not oblige the Board to award a contract or to pay any cost incurred in the submission of a response. The Board reserves the right to accept or reject in whole or in part, submittals received in response to this request, to negotiate with any qualified source, to request and receive additional information with respect to the respondent and/or respondent's proposal, or to cancel in whole or in part this Request For Proposals. Failure to provide any of the requested data within the specified submission period may cause the Board to reject the submittal or require the data to be submitted forthwith.
 - b. All submitted materials will become the property of the Board, may become public documents at any time during the selection process, and will become public documents at the conclusion of the selection process. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. Excepted would be proprietary information.
 - c. By submitting a response to the Request for Proposals, respondent expressly waives any and all rights that it may have to object to, protest or judicially challenge the following:
 - A. Any part of this solicitation and Request for Proposals process, including but not limited to the selection procedure sections of the Request for Proposals; and
 - B. The invitation, evaluation and award process, including but not limited to the review and analysis of qualifications of the respondents, evaluation of proposals, tentative or final selection of successful respondents, evaluation of proposals, or other aspects of the respondent selection and award.
- N. A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.
- O. Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

TERMS AND CONDITIONS continued:

- P. In the event that it becomes necessary to clarify or revise this Request for Proposals, such clarification or revision will be by addendum. There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of Request for Proposals issuance through Request for Proposals deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this Request for Proposals.
- Q. The Board and the City of St. Louis along with the Board's and City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this Request for Proposals, and for five (5) years following termination, to all of the company's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the company's full compliance with contract documents. In those situations where the company's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.
- R. This Request for Proposals in no manner obligates the Board to the eventual purchase of services offered until confirmed by an executed written Contract approved by the Board. Progress toward this end is solely at the discretion of the Board and may be terminated at any time prior to the signing of the Contract.
- S. This Request for Proposals, and any contract or agreement with respondents that may result, shall be governed by the laws of the State of Missouri.
- T. In connection with the contract resulting from this Request for Proposals, the individual/firm agrees that in performing any services resulting from this Request for Proposals, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.
- U. Respondents will be expected to comply with the City's Living Wage Ordinance No. 65597, and are encouraged to review this ordinance prior to making their submissions. The Contractor shall make a good faith effort to maximize utilization of women and minority-owned businesses (W/MBE) in all of its activities under this Contract and shall comply with the Mayor's Executive Order No. 28, as amended, or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation.

TERMS AND CONDITIONS continued:

- V. In connection with the furnishing of goods and services under any contract resulting from this Request for Proposals, the individual/firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- W. As a condition for the award of this contract, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.
- X. Any contract or agreement that results from this Request for Proposals is subject to annual appropriation by the Firefighters' Retirement Plan and/or the City. Any contract or agreement that results from this Request for Proposals is voidable at any time by the Board if appropriation by the Firefighters' Retirement Plan and/or the City for the services under the contract or agreement is not made.
- Y. The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a proposal, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this Request for Proposals is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

INTRODUCTION:

A. Relevant Plan terms:

The following are provisions of Section 4.19.070 of the Plan that are relevant to and necessitate the determination of a vocational expert in some disability applications (emphasis added):

B Disability – Line of Duty.

...

- (2) A Participant who incurs a Termination of Employment because of a Total and Permanent Disability resulting from bodily injury incurred while engaged in the actual performance of duty as a firefighter in response to an emergency call that renders the Participant totally and permanently unable to continue his employment as a firefighter, but not other gainful employment as described in paragraph B(1) of this Section, shall receive a disability income while so disabled equal to twenty-five percent of his Average Final Compensation; plus an additional two and seventy-five one hundredth percent (2.75%) of Average Final Compensation for each Year of Service in excess of ten years, up to twenty-five Years of Service; with a benefit of seventy-five percent of Average Final Compensation for a Participant with at least twenty-five Years of Service at the time of such a Termination of Employment. A disability that is caused by lung disease is presumed to have been incurred while engaged in the actual performance of duty as a firefighter in response to an emergency call, unless rebutted by evidence such as (but not limited to) habitual smoking.

A Participant who receives such a disability benefit shall receive a refund of his contributions to the Prior Plan made before the Effective Date, without interest; contributions to the Plan made on and after the Effective Date are not refundable. All refundable contributions are payable at the time of his disability commencement date.

C. Disability – Other. A Participant who incurs a Termination of Employment after completing at least five Years of Service because of a Total and Permanent Disability that is not described in subsection (B) (outside the line of duty) that renders the Participant totally and permanently unable to engage in any gainful employment in any occupation shall be entitled to receive a monthly disability income equal to the greater of twenty-five percent of his Average Final Compensation or ninety percent of the benefit accrued under the formula in subsection 4.19.050(A) as of the time of such a Termination of Employment, while so disabled.

...

G. Adjustment of Disability Income. If the disability beneficiary is engaged, or is able to engage, in a gainful occupation other than firefighter paying more than the difference between his disability income and the then current rate of pay for the rank held by the Participant at the time of

retirement (indexed as described below), the amount of his disability income shall be reduced to an amount which together with the amount earnable by him in such other occupation shall equal the amount of such current rate of pay. If his earning capacity is later changed, the amount of his disability income may be further modified. The then current rate of pay for the rank held by the Participant at the time of retirement shall be increased as of each October 1, with the first increase in the October following commencement of disability income payments and each October thereafter, by an amount equal to the lesser of three percent or the increase in the CPI (as defined in subsection D of this Section) for the previous calendar year; up to a maximum aggregate increase of twenty-five percent.

B. Vocational Assessment:

For each disability application, the Plan's medical review board reviews the medical records submitted and makes a determination as to whether the firefighter is considered disabled in accordance with the Plan terms. If the medical review board doctor determines a Firefighter is totally and permanently unable to continue his or her employment as a firefighter, but not other gainful employment, a determination will be needed from the vocational consultant as to whether the Firefighter is capable of any gainful employment in any occupation. The FRP anticipates 2-3 of these cases per year.

The Vocational Assessment is final step before the BOT reviews the disability claim. As many of our claimants are no longer receiving a biweekly paycheck, it is essential these services be provided in a timely manner. Our goal would be a 45 day or less turnaround from the time the Medical file is delivered to the Vocational Consultant.

The 45 day turnaround is not meant to be arbitrary but would be based on the following timeline:

- Day 1: Consultant receives from FRP the full Medical File including: the application for disability, the report from the fire commissioner, medical review board's report, and all medical records from various providers (often several hundred pages).
- Day 1-9: Consultant reviews medical files.
- Day 10: Consultant has contacted Employee and scheduled an appointment.
- Day 15: Employee has received any at home paperwork/testing needed prior to interview.
- Day 21: Pre-testing material sent back to Consultant.
- Day 30: Appointment with Consultant.
- Day 45: FRP receives written report from Consultant.

Upon reviewing the medical records, conducting an interview and evaluation (including necessary tests), the vocational consultant is to provide an opinion, to a reasonable degree of certainty, as to what type of jobs/vocations the applicant could perform, if any, in the open labor market and what type of wages he would be expected to make in those jobs/vocations.

Reports should be provided in both a written and electronic format. The successful individual /firm shall understand and agree that the BOT does not guarantee a specific amount of work under the contract.

SERVICES TO BE PROVIDED

- A. Review, consider and evaluate all medical records, the Medical Board's report, the Fire Commissioner's Report, the disability application, and any other documents submitted to the Consultant by the Plan;
- B. Consult with the Medical Board or other experts as necessary;
- C. Answer questions submitted by the Plan;
- D. Submit to applicant any testing or paperwork as necessary to complete prior to in-person examination(s);
- E. Provide an in-person examination of the disability applicant, as requested;
- F. Provide written report to the BOT, stating all of the above-described conclusions and determinations of the Vocational Consultant. Said report must include, at minimum: (1) a determination as to what, if any, other occupations/vocations the applicant can reasonably engage in; and (2) what type of wages the applicant could be expected to make in such occupations/vocations. The written report shall be provided to the Plan no later than fifteen (15) days following the Vocational Consultant's in-person examination of the Applicant. If more than one examination is required, then the report shall be submitted to the Plan within fifteen (15) days of the last examination;
- G. If necessary, the vocational consultant shall be available to testify at a hearing, deposition, or trial; and
- H. Any other services as set forth in a negotiated and fully executed contract.

METHOD OF COMPENSATION

The fee may be either an hourly rate; a "per assessment" rate; or a flat rate (retainer) per year. Fees should include all services, including testing, assessment, copying, mailing/delivery and any other ancillary services or charges. Since assessments are on an "as needed" basis, no fixed number of assessments per year are guaranteed.

CONTRACT PERIOD

The individual/firm selected as Vocational Consultant will be selected for a three year contract period with the option to renew for two (2) one year periods after successful negotiations.

QUESTIONNAIRE

Please complete the attached questionnaire and return it with your proposal.

ATTACHMENTS

The "Disability section" of the ordinance is attached. The full ordinance can be viewed and printed from the FRP website: www.stlouis-mo.gov/frp

A. Background:

1. Briefly describe your company’s background, size, and history pertinent to the requested Vocational Consultant Services RFP. If multiple offices, indicate which office will serve the FRP.

2. If a sole proprietorship, what is the longest period of time you are likely to be unavailable (due to vacations/illness/family obligation)? If you are called away do you have a professional relationship with another company or individual who could handle the Vocational Assessments in your absence at the same fee? Who would handle the work in your absence?

3. Within the past three years, have there been any significant developments in your firm or business, such as changes in ownership or restructuring? Do you anticipate any significant changes in the future? Please describe.

4. Describe the relevant Vocational Consultant Services your company provides, particularly those which may not be offered elsewhere. Please include a sample assessment you have done for another client.

5. In a typical year, how many Vocational Assessments do you complete? _____

6. What additional tests do you believe necessary to provide a complete Vocational Assessment? Are these tests you can complete in-house?

7. What is your company's policy on security? How do you ensure records are secure, HIPPA & ADA compliant?

8. What is your anticipated turnaround time on Vocational Assessments?

9. Do any of your employees have any relationship to a City of St. Louis Firefighter or Firefighter' Retirement Plan or Firemen's Retirement System employee? To any Firefighter? If yes, explain:

10. Does your company provide Vocational Assessments for any other governmental pension plan? If so, list the full names of those plans.

11. Please explain your fee structure. Is your fee structure all inclusive? Does it include all testing, travel, copying, mailing, delivery charges?

12. What is the extent of minority and women participation in ownership, and employment in your firm/or business?

13. All individuals/ firms must state they do not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. All firms must also state compliance with the Americans with Disabilities Act and Patriot Act.

14. Are you or your firm currently or were in the past, named a party to a lawsuit over a Vocational Rehabilitation Assessment or currently in litigation over your or your firm's work? If so, what was the result?

B. References:

Provide three client references for which you or your firm has performed work similar to that requested in this RFP.
