

Executive Coaching Services

Request for Proposal

March, 2021

Orange County Employees Retirement System (OCERS)

2223 E Wellington Avenue Suite 100

Santa Ana, CA 92701 USA

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<http://www.ocers.org>

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Section 1: Introduction

The Orange County Employees Retirement System ("OCERS") is requesting proposals from qualified firms interested in providing Executive Coaching Services.

Those who wish to be considered must submit their completed proposal **by 5:00 PM, PDT, April 2, 2021**. Specific instructions for proposal submissions are contained in Section 7 of this RFP.

Questions about this RFP must be submitted in writing by **5:00 PM, PDT, March 16, 2021** to Jim Doezie, Contracts, Risk & Performance Administrator, by email at jdoezie@ocers.org.

Section 2: Background

OCERS was established in 1945 under the provisions of the County Employees Retirement Law of 1937, and provides members with retirement, disability, death, and cost-of-living benefits. There are approximately 45,000 members served by OCERS, of which over 18,000 are retirees. OCERS is governed by a ten-member Board of Retirement ("Board"), which has plenary authority and fiduciary responsibility for investment of moneys and administration of the retirement system. OCERS has over ninety employees and the Board appoints a Chief Executive Officer who is responsible for the management of the agency. For additional information about OCERS, please refer to the OCERS website at ocers.org.

Section 3: Scope of Services

OCERS is issuing this Request for Proposal to solicit proposals from qualified firms to provide Executive Coaching Services. This RFP outlines the selection process and required documentation for submitting proposals. OCERS intends to enter into a contract with the awarded firm for a period of one (1) year, unless extended by mutual agreement of the parties. This RFP document, its attachments, and the awarded proposal will be incorporated into the agreed contract. The firm may be asked to provide services onsite, remotely, or a combination of both. Due to COVID-19, consulting services may be restricted to a virtual format. The firm's services should include:

- Collaboration with OCERS' Manager of Learning & Organizational Development (LOD) and Senior Executive Team (5 Members), for delivery of coaching and training sessions. Collaboration will include items related to confidentiality, desired outcomes, and measurement. Service expectations are comprised of but not limited to below:
 1. Comprehensive assessment to establish a baseline for setting goals, addressing obstacles, exposing blind spots, and measuring development.
 2. Guide to track sessions for progress. This guide is to include actionable steps and a succession plan to support individual and Executive Team goals.
 3. The firm will propose a program that include one-on-one and group coaching sessions for the Senior Executives over the course of the one-year term, unless extended by mutual agreement of the parties.
 4. Schedule for one-on-one and group coaching sessions (Due to COVID-19, the coaching session formats will be predetermined).
 5. Alignment of Coach to Executive (Ensure fit and satisfaction).
 6. Long-term, post-coaching steps that should continue beyond the coaching term.
 7. Meet with Senior Executives, Manager of LOD, Director of Human Resources upon request.

The detailed scope of services for this engagement is outlined in the attached Exhibit "A" ("Scope of Services").

Other Requirements

The selected firm shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined in this RFP.

At a minimum, the firm should have at least five (5) or more years' prior experience in performing executive coaching services.

The firm must have all necessary permits and licenses to perform the requested services and must be bonded where applicable.

Minimum insurance coverage must include the following items, and proof of such insurance must be provided to OCERS prior to the commencement of work, on an annual basis, and upon request:

- Commercial General Liability: \$2M per occurrence, \$2M aggregate
- Automobile Liability: \$1M per occurrence, \$2M aggregate
- Workers Compensation: \$1M per occurrence, \$1M aggregate
- Umbrella Liability: \$8M per occurrence, \$8M aggregate
- Cyber Security Insurance: \$2M per occurrence, \$5M aggregate

OCERS must be listed as an additional insured on the above policies.

2. The firm shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as requested in this RFP.
3. The initial term of the contract awarded pursuant to this RFP will be for a one-year period, with OCERS retaining the option to renew the contract, on an annual basis, for up to an additional three (3) years.
4. All work under the contract awarded shall be performed and all equipment furnished or installed in accordance with applicable safety codes, ordinances, and other regulations, including the regulations of the State of California, Division of Industrial Safety and the provisions of the California Labor Code, the Occupational Safety and Health Act of 1970, the California Occupational Health and Safety Act.
5. Minimum Qualifications
All respondents are required to sign and return the "Minimum Qualifications Certification," attached as Exhibit "B."

Section 4: General Conditions

All terms, conditions, requirements, and procedures included in this RFP must be met for a proposal to be qualified. A proposal that fails to meet any material term, condition, requirement, or procedure of this RFP may be disqualified. OCERS reserves the right to waive or permit cure of non-material errors or omissions. OCERS reserves the right to modify, amend, or cancel the terms of this RFP at any time.

OCERS may modify this RFP prior to the date fixed for submission of a proposal by posting, mailing, emailing, or faxing an addendum to the respondents known to be interested in submitting a proposal. Failure of a respondent to receive or acknowledge receipt of any addendum shall not relieve the respondent of the responsibility for complying with the terms thereof.

A respondent's proposal shall constitute an irrevocable offer for the 120 days following the deadline for submission of proposals. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

All proposals submitted in response to this RFP will become the exclusive property of OCERS. Proposals will not be returned to respondents.

By submitting a proposal, the respondent acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements unless clearly and specifically noted in the proposal submitted.

Section 5: Point of Contact

A quiet period will be in effect from the date of issuance of this RFP until announcement of the selection of a firm or firms under this RFP. During the quiet period, respondents are not permitted to communicate with any OCERS staff member or Board Member regarding this RFP except through the Point of Contact named herein. Respondents violating this quiet period may be disqualified at OCERS discretion. Respondents having current business with OCERS must limit their communications to the subject of such business.

OCERS normal business hours of operations are from 08:00 AM to 5:00 PM Monday through Friday, except for federal and state holidays.

The Point of Contact for all matters relating to this RFP is:

Name:	Jim Doezie
Title:	Contracts, Risk & Performance Administrator
Address:	OCERS 2223 E Wellington Ave., Suite 100 Santa Ana, CA 92701
Telephone:	(714) 569-4884
Email:	jdoezie@ocers.org
OCERS Website:	www.OCERS.org
Status:	See the OCERS website for an updated status of the RFP and announcements. These items can also be found here: https://www.ocers.org/request-proposal

Section 6: Response to Request for Proposal

Proposals must be submitted to the Point of Contact identified in Section 5 and delivered by the due date and time stated below in the RFP Schedule.

OCERS only accepts electronic submissions for this RFP. Proposals may be submitted electronically in Microsoft Word or Adobe Acrobat PDF format to the email address noted in Section 5. Proposals must include the following:

RFP Schedule

The following timetable constitutes a tentative schedule for this RFP process. OCERS reserves the right to modify this schedule at any time.

Deliverable	Date	Time
Release of RFP	Tuesday, March 9, 2021	5:00 PM PST
RFP Questions Deadline	Tuesday, March 16, 2021	5:00 PM PDT
RFP Answers Posted	Monday, March 22, 2021	5:00 PM PDT
RFP Submission Deadline	Friday, April 2, 2021	5:00 PM PDT
OCERS Review of RFP Submissions	Monday, April 5, 2021– Wednesday, April 14, 2021	
Selection of Finalists	Friday, April 16, 2021	
Interviews of Finalists	Tuesday, April 27, 2021	
Service Award	Monday, May 3, 2021	

Section 7: Proposal Requirements

Proposals must include the following information:

1. The “Minimum Qualifications Certification,” attached as Exhibit “B.”
2. The “Proposal Cover Page and Check List,” attached as Exhibit “C.”
3. An executive summary that provides the respondent’s background, experience, and other qualifications to provide the services included in the Scope of Services.
4. A description of the respondent including:
 - a. Brief history, including the year the respondent’s firm was formed.
 - b. Ownership structure.
 - c. Office locations.
 - d. Organization chart.
 - e. Number of employees.
 - f. Scope of services offered.
 - g. Respondent’s specialties, strengths, and limitations.
5. The names, background, qualifications, and experience of fully trained and qualified staff that will be assigned to OCERS work, including a detailed profile of each person’s background and relevant individual experience.
6. At least three (3) references for which the respondent has provided services similar to those included in the Scope of Services. Please include for each reference the individual point of contact, and a summary of the work performed.
7. Copies of any pertinent licenses required to deliver respondent’s product or service (e.g., business license).
8. An explanation of the pricing proposal for the scope of work, including pricing of fees and costs, billing practices, and payment terms that would apply. OCERS does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work or portions of it. This section of the response should include an explanation as to how the pricing

approach(es) will be managed to provide the best value to OCERS. The respondent should represent that the pricing offered to OCERS is, and will remain, equivalent to or better than that provided to other public pension fund or institutional investor clients or should provide an explanation as to why this representation cannot be provided. All pricing proposals should be “best and final,” although OCERS reserves the right to negotiate on pricing.

9. An explanation of all actual or potential conflicts of interest that the respondent may have in contracting with OCERS.
10. A description of all past, pending, or threatened litigation, including malpractice claims, administrative, state ethics, disciplinary proceedings, and other claims against the respondent and/or any of the individuals proposed to provide services to OCERS.
11. Any other information that the respondent deems relevant to OCERS’ selection process.
12. State the firm’s overall approach to meeting the objectives and satisfying the scope of work to be performed, sequence of activities, and a description of methodology or techniques to be used. Include the approach to be taken to gain and document an understanding of the Senior Executive’s desired outcomes.
13. Provide projected milestones or benchmarks for completing the projects (to include status reports and deliverables).
14. Describe the firm’s proposed management structure, program monitoring procedures, and organization of the firm’s team. Provide a statement detailing the firm’s approach to the project, specifically address the firm’s ability and willingness to commit to successfully achieving established coaching goals.
15. Describe the firm’s system(s) or approach to document project findings and artifacts.

Section 8: Evaluation Criteria

Respondents will be evaluated at the discretion of OCERS based upon the following factors:

- Depth of experience and knowledge of the firm and/or individuals.
- Quality of the team proposed to provide services to OCERS.
- Methodology proposed and demonstrated understanding of Scope of Services requested
- Information provided by references.
- Communications skills.
- Strength, stability, and longevity of the firm.
- Pricing and value.
- Team work, both internally and with OCERS.
- Level of investment and commitment to the OCERS relationship.
- The organization, completeness, and quality of the proposal, including cohesiveness, conciseness, and clarity.

The factors will be considered as a whole. The balancing of the factors is in OCERS’ sole discretion. Factors other than those listed may be considered by OCERS in making its selection. OCERS reserves the right in its discretion to request additional information from any respondent, although such requests may not be made to all respondents. OCERS reserves the right to require one or more interviews with or personal presentations by finalists to be conducted with legal staff and/or OCERS management.

If the information in the proposal is deemed to be insufficient for evaluation, OCERS may request additional information or reject the proposal outright at OCERS’ sole discretion. False, incomplete, or unresponsive statements in connection with a proposal may result in rejection of the proposal.

Section 9: Non-Discrimination Requirement

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ethnic group identification, mental disability, physical disability, medical condition, genetic information, marital status, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, or military and veteran status.

Section 10: Notice Regarding the California Public Records Act and the Brown Act

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes any portion of its proposal is exempt from public disclosure or discussion under the Act, the respondent must provide a full explanation and mark such portion "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY" in their entirety will not be honored, and OCERS will not deny public disclosure of all or any portion of proposals so marked.

By submitting a proposal with material marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," a respondent represents it has a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive, and a respondent may be required to justify in writing why such material should not be disclosed by OCERS under the Act. Fee and pricing proposals are not considered "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY."

If OCERS receives a request pursuant to the Act for materials that a respondent has marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," and if OCERS agrees that the material requested is not subject to disclosure under the Act, OCERS will either notify the respondent so that it can seek a protective order at its own cost and expense, or OCERS will deny disclosure of those materials. OCERS will not be held liable, however, for inadvertent disclosure of such materials, data, and information or for disclosure of such materials if deemed appropriate in OCERS' sole discretion. OCERS retains the right to disclose all information provided by a respondent.

If OCERS denies public disclosure of any materials designated as "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," the respondent agrees to reimburse OCERS for, and to indemnify, defend, and hold harmless OCERS, its Boards, officers, fiduciaries, employees, and agents from and against:

1. Any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including, without limitation, attorneys' fees, expenses, and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to OCERS' non-disclosure of any such designated portions of a proposal; and
2. Any and all Claims arising from or relating to OCERS' public disclosure of any such designated portions of a proposal if OCERS determines disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

Section 11: Contract Negotiations

OCERS will propose a contract to the successful respondent, which will contain such terms as OCERS, in its sole discretion, may require. In addition, the selected firm will agree that this RFP and the firm's proposal will be incorporated by reference into any resulting contract.

This RFP is not an offer to contract. Acceptance of a proposal neither commits OCERS to award a contract to any respondent, nor does it limit OCERS' right to negotiate the terms of a contract in OCERS' best interest, including the addition of terms not mentioned in this RFP. The final contract must, among other terms and conditions required by OCERS, allow OCERS to terminate the contract a) for OCERS' convenience, b) if funds are not appropriated for the services to be provided, or c) for default.

The general form of the contract OCERS intends to use is included as Exhibit "A" ("OCERS Services Agreement"). OCERS reserves the right to make changes to the contract prior to execution, including material changes. The final Scope of Services to be included in the contract will be determined at the conclusion of the RFP process.

By submitting a proposal without comment on the OCERS Services Agreement, respondent will be deemed to have agreed to each term in the OCERS Services Agreement, and to not seek any modifications to it. If respondent objects to any term in the OCERS Services Agreement or wishes to modify or add terms to the OCERS Services Agreement, the proposal must identify each objection and propose language for each modification and additional term sought. A rationale should be included for each objection, modification, or addition.

Section 12: Reservations by OCERS

In addition to the other provisions of this RFP, OCERS reserves the right to:

1. Cancel or modify this RFP, in whole or in part, at any time.
2. Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as OCERS may request.
3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in OCERS' sole discretion.
4. Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.
5. Award a contract, if at all, to the firm which will provide the best match to the requirements of the RFP and the service needs of OCERS in OCERS' sole discretion, which may not be the proposal offering the lowest fees.
6. Request additional documentation or information from respondents, which may vary by respondent. OCERS may ask questions of any respondent to seek clarification of a proposal or to ensure the respondent understands the scope of the work or other terms of the RFP.
7. Reject any or all proposals submitted in response to this RFP.
8. Choose to not enter into an agreement with any of the respondents to this RFP or negotiate for the services described in this RFP with a party that did not submit a proposal.
9. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.
10. Defer selection of a bidder to a time of OCERS' choosing.
11. Consider information about a respondent other than, and in addition to, that submitted by the respondent.

Exhibit A
Scope of Services

COACHING FRAMEWORK:

1. Comprehensive assessment to establish a baseline for setting goals, addressing obstacles, exposing blind spots, and measuring development.
2. Guide to track sessions for progress. This guide is to include actionable steps and a succession plan to support individual and Executive Team goals.
3. The firm will propose a program that include one-on-one and group coaching sessions for the Senior Executives over the course of the one-year term, unless extended by mutual agreement of the parties.
4. Schedule for one-on-one and group coaching sessions (Due to COVID-19, the coaching session formats will be predetermined).
5. Alignment of Coach to Executive (Ensure fit and satisfaction).
6. Long-term, post-coaching steps that should continue beyond the coaching term.
7. Meet with Senior Executives, Manager of LOD, Director of Human Resources upon request.

ADDITIONAL SCOPE OF SERVICES CONDITIONS:

1. **Delivery:** Time of delivery of services is of the essence in this contract. OCERS reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed complete until all services have actually been received and accepted in writing by OCERS.
2. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, the firm shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. The firm warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. The firm agrees that, in accordance with the more specific requirement contained in this contract, it shall indemnify, defend and hold OCERS and its officers, employees, agents, and Board Members harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
3. **Changes:** The firm shall make no changes in the work or perform any additional work without the OCERS's specific written approval.
4. **Firm's Project Manager and Key Personnel:** The firm shall appoint a Project Manager to direct the firm's efforts in fulfilling the firm's obligations under this Contract. This Project Manager shall be subject to approval by the OCERS and shall not be changed without the written consent of the OCERS's Project Manager, which consent shall not be unreasonably withheld. The firm's Project Manager shall be assigned to this project for the duration of the Agreement and shall diligently pursue all work and services to meet the project time lines. The OCERS's Project Manager shall have the right to require the removal and replacement of the firm's Project Manager from providing services to OCERS under this Contract. The OCERS's Project Manager shall notify the firm in writing of such action. The firm shall accomplish the removal within five (5) business days after written notice by the OCERS's Project Manager. The OCERS's Project Manager shall review and approve the appointment of the replacement

for the firm Project Manager. OCERS is not required to provide any additional information, reason, or rationale in the event it requires the removal of the firm's Project Manager from providing further services under the Contract.

5. **Data – Title To:** All materials, documents, data, or information obtained from the OCERS data files or any OCERS medium furnished to the firm in the performance of this Agreement will at all times remain the property of OCERS. Such data or information may not be used or copied for direct or indirect use by the firm after completion or termination of this Agreement without the express written consent of OCERS. All materials, documents, data or information, including copies, must be returned to OCERS at the end of this Contract.

Exhibit B
MINIMUM QUALIFICATIONS CERTIFICATION

All firms submitting a proposal in response to this RFP are required to sign and return this attachment, along with written evidence of how the respondent meets each qualification.

The undersigned hereby certifies that it fulfills the minimum qualifications outlined below, as well as the requirements contained in the RFP.

The minimum qualifications to be considered for this RFP include:

1. The firm must have a minimum of five (5) years of performing executive coaching services.
2. The key personnel involved must have a minimum of five (5) years' experience leading professional coaching services delivered to executive management.
3. At least three (3) professional references, for which the consulting agency has provided professional executive coaching services.
4. The firm must provide evidence of how the firm has successfully conducted similar contractual consulting services. The evidence should include a description of the services provided and the size and type of client the services were provided for.
5. Highly Desirable: Possession of a valid Associate Certified Coach (ACC), Professional Certified Coach (PCC), or Master Certified Coach (MCC) credential issued by the International Coaching Federation (ICF).

The undersigned hereby certifies that they are an individual authorized to bind the firm contractually, and said signature authorizes verification of this information.

Authorized Signature

Date

Name and Title (please print)

Name of Firm

Exhibit C

PROPOSAL COVER PAGE AND CHECK LIST (TO BE SUBMITTED IN FIRM'S LETTERHEAD)

Respondent Name:

Respondent Address:

By submitting this response, the undersigned hereby affirms and represents that they have reviewed the proposal requirements and have submitted a complete and accurate response to the best of their knowledge. By signing below, I hereby affirm that the respondent has reviewed the entire RFP and intends to comply with all requirements.

Respondent specifically acknowledges the following:

1. Respondent possesses the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Respondent has no unresolved questions regarding the RFP and believes that there are no ambiguities in the scope of services.
3. The fee schedule submitted in response to the RFP is for the entire scope of services and no extra charges or expenses will be paid by OCERS.
4. Respondent has completely disclosed to OCERS all facts bearing upon any possible interests, direct or indirect, that Respondent believes any member of OCERS, or other officer, agent, or employee of OCERS presently has, or will have, in this contract, or in the performance thereof, or in any portion of the profits thereunder.
5. Materials contained in the proposal and all correspondence and written questions submitted during the RFP process are subject to disclosure pursuant to the California Public Records Act.
6. Respondent is not currently under investigation by any state or federal regulatory agency for any reason.
7. Except as specifically noted in the proposal, respondent agrees to all of the terms and conditions included in OCERS Services Agreement.
8. The signatory below is authorized to bind the respondent contractually.