



City of Phoenix
RETIREMENT SYSTEM

CONSULTING ACTUARY SERVICES
Request for Proposals (RFP)
RFP RTM 21-001

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	April 1, 2021
Pre-Offer Meeting at time a.m./p.m.	N/A
Submittal of Written Questions by time a.m./p.m.	April 30, 2021, 3:00 p.m.
Responses to Written Questions	May 14, 2021
Offer Submittal by time a.m./p.m.	June 4, 2021, 3:00 p.m.
Short Listing and Offeror Interviews, if applicable	June 21, 2021
Award Recommendation to COPERS Board of Trustees	August 4, 2021

Submit Offers and requests for alternate formats to:
Trista Eaden, Procurement Officer
City of Phoenix Employees Retirement System
200 West Washington Street, 10th Floor
Phoenix, Arizona 85003
Telephone: (602) 534-4400 (7-1-1 Friendly)
Trista.Eaden@Phoenix.gov
Thursday, April 1, 2021

**This RFP does not commit COPERS or the City to award any agreement.
All dates subject to change.**



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SECTION I – INSTRUCTIONS

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SECTION I RFP PROCESS

1. INSTRUCTIONS:

The City of Phoenix and the City of Phoenix Employees' Retirement System (individually referred to herein as “City” and/or “COPERS,” collectively referred to as COPERS) is seeking Offers from qualified actuarial firms to serve as COPERS’ retained actuary to perform annual pension fund valuations, ad hoc actuarial calculations upon request, and an experience study every five years.

COPERS is a defined benefit plan covering non-sworn employees of the City of Phoenix, Arizona, with assets of approximately \$2.98 billion. COPERS has approximately 15,000 active, inactive, and retired members. COPERS was created under Chapter XXIV of the Phoenix City Charter. Complete background information as well as copies of the Phoenix City Charter and prior actuarial valuation information is available on the COPERS website at www.phoenix.gov/COPERS.

2. MINIMUM QUALIFICATIONS:

- 2.1. Each Offeror must demonstrate in its Offer that it meets the minimum qualifications, or its Offer will be disqualified as non-responsive.
- 2.2. The firm must be a professional actuarial service firm that provides actuarial valuation, experience study, actuarial audit, and pension consulting services (“Services”) to public pension plans. For the purpose of this procurement, public pension plan refers only to defined benefit plans.
- 2.3. The firm must have been in existence as a business entity performing such Services for a minimum of ten years.
- 2.4. The firm must have all necessary permits and licenses. Liability insurance must be in full force at the time the Offer is submitted and throughout the term of the Agreement.
- 2.5. Within the past three years, the firm must have had a minimum of three public pension clients, each client with at least 10,000 members, who engaged the firm for such services as valuation assignments, experience analysis and/or actuarial audit assignments.
- 2.6. A Primary Actuary means any actuary that is designated as the contact and approver of all work related to this agreement. The Primary Actuary must provide direct supervision over all services provided to COPERS and be an employee of the firm regularly engaged in the business of providing actuarial services. The Primary Actuary performing the work must be a Fellow of the Society of Actuaries or a member of the American Academy of Actuaries. The Primary Actuary performing the Services under the Agreement must have a minimum of ten years of experience as an actuary providing pension consulting services, experience analysis, valuation assignments, and actuarial audit assignments for public retirement systems with memberships of at least 10,000 members.



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2.7. Supporting Actuary means any actuary working under the direction of the Primary Actuary. Any Supporting Actuary assigned to perform Services under this Agreement must be either a Fellow, enrolled, or have five years of actuarial consulting experience with defined benefit plans.

2.8. Contractor shall submit a transition plan that would encompass the Contractor's strategy for transitioning from the incumbent Actuary to the Contractor on or before April 1, 2022.

3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

Offerors are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Offeror agrees it will be bound by the agreement. COPERS anticipates a five-year term. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the "Services");
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

4. PRE-OFFER MEETING:

There will be no pre-offer meeting for this solicitation.

5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Offeror will provide Service that will be in accordance with the Scope of Work as set forth in Exhibit A to the Professional Services Agreement in Section II, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the COPERS. In performing these Services, Offeror will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Exhibit E.

6. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The COPERS may, at its sole discretion, reject any offer from a Offeror who has not registered in the City's eProcurement system.

7. PREPARATION OF OFFER:

7.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

7.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or



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withdrawn after the specified offer due date and time. The COPERS is not responsible for Offeror's errors or omissions.

- 7.3. All time periods stated as a number of days will be calendar days.
- 7.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- 7.5. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 7.6. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- 7.7. Promptly notify the COPERS of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the solicitation and such other related documents.
- 7.8. COPERS does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the COPERS and will not be returned.


8. EXCEPTIONS:

If a Offeror has exceptions based on the Scope of Work then Offeror must include a list of exceptions to the requirements of the Solicitation and attachment documents, if any, stated on a separate page labeled "Exceptions Statement." Offeror must identify the specific contract term from which the Offeror requests an exception, provide an explanation for the exception requested and provide a redlined copy of the provision including alternate language, if any...

It is the intent of the COPERS to award the Contract on a fair, competitive basis. For this reason, the COPERS may view any "Exception" in response to any material conditions or requirement of the Solicitation, as an attempt by the Consultant to vary the terms of the Solicitation which, in fact, may result in giving the Consultant an unfair advantage. For this reason, COPERS will, at its option, not allow exceptions to any material requirement if, in the opinion of the COPERS, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the COPERS. Additionally, the COPERS may, at its option, deem any submittal non-responsive based on exceptions by the Consultant

9. INQUIRIES:

All questions that arise relating to this solicitation should be directed to the procurement

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officer on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

No informal contact initiated by Offerors on the proposed service will be allowed with members of COPERS' staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.

10. ADDENDA:

The COPERS will not be responsible for any oral instructions made by any employees or officers of the COPERS in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

11. LICENSES:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

12. CERTIFICATION:


By signature in the offer section of the Affidavit page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

13. SUBMISSION OF OFFER:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock. Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Affidavit Page)

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- Solicitation Number
- Solicitation Title

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

14. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, a Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the Offer due date.

15. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized COPERS personnel having a legitimate interest in them or persons assisting the COPERS in the evaluation. Offers are not available for public inspection until after the COPERS has posted the award recommendation on the COPERS’s website.

16. PRE-AWARD QUALIFICATIONS:


Offeror must have been in operation a minimum of ten years. The Offeror’s normal business activity during the past ten years will have been for providing complete scope of work listed in this solicitation. (This information must be provided in The Submittal section. Years in Business and Customer Reference Listing of this solicitation.)

Upon notification of an award the Offeror will have fifteen (15) business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

17. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

- Technical capability of the Offeror to accomplish the Scope of Work required in the Solicitation. This includes performance history on past and current government contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

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- Vendor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this solicitation, the COPERS reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all Offers or portions thereof; or (3) reissue a Solicitation.

[Please see specific evaluation criteria in Section IV – Evaluation Requirements .](#)

18. COPERS’ RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

COPERS reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the COPERS. This disqualification is at the sole discretion of the COPERS. Any Offeror submitting an Offer herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix, COPERS or any administrative agency or court.

19. SOLICITATION TRANSPARENCY POLICY:

- 19.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council or the Board of Trustees of COPERS, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting Agreement(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the COPERS’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with COPERS and discuss business that is unrelated to the Solicitation with the COPERS’ staff who are not involved in the selection process.
- 19.2. Offerors may discuss their Offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 19.3. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all Solicitations and Offers, any direction on the selection from the City Manager and/or City Manager's Office and



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- Department Head (or representative) to the Offer review panel or selecting authority must be provided in writing to all prospective Offerors.
- 19.4. This policy is intended to create a level playing field for all Offerors, assure that Agreements are awarded in public, and protect the integrity of the selection process. PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the COPERS for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 19.5. “To discuss” means any contact by the proposer, regardless of whether the COPERS responds to the contact. Offerors that violate this policy shall be disqualified until the resulting Agreement(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the COPERS’s intent to reissue the same or a similar solicitation. COPERS interprets the policy as continuing through a cancellation of a solicitation until Council and Board award of the contract, as long as the COPERS cancels with a statement that the COPERS will rebid the solicitation.

20. PROTEST PROCESS:

- 20.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the COPERS. If denied, the opening and award will proceed unless the COPERS determines that it is in the COPERS’ best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 20.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 20.3. Offeror may protest an adverse determination issued by the COPERS regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 20.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The COPERS will post recommendations to award the contract(s) to a particular Offeror on the COPERS’s website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the COPERS’ full and final discretion.
- 20.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the solicitation number;
 - The name, address and telephone number of the protester



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- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative
- 20.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The COPERS will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

21. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the COPERS and become a matter of public record available for review pursuant to Arizona State law. If a Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. A Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify an Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

22. LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

23. RIGHT TO DISQUALIFY:

The COPERS reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The COPERS further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the COPERS. This



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disqualification is at the sole discretion of the COPERS. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the COPERS of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the COPERS. The COPERS reserves the right to replace the disqualified Offeror.

24. AWARD:

The City reserves the right to award a contract by group, all or none, or any other combination most advantageous to the City.

25. EVALUATION OF COMPETITIVE SEALED OFFERS:

The COPERS will use its discretion in applying the following processes to this Solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 26.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The COPERS reserves sole discretion to determine responsiveness and responsibility.
- 26.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 26.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the COPERS in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the COPERS may determine the Offer to be nonresponsive.
- 26.4. Responsibility: To obtain true economy, the COPERS must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 26.5. The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The COPERS's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at



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the COPERS's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the COPERS deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the COPERS as it deems necessary. A review of responsibility may occur up to contract award.

- 26.6. The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

27.DETAILED EVALUATION OF OFFERS AND DETERMINATION COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.

28.OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The COPERS may notify Offerors of Offers that the COPERS determined are not in the Competitive Range.

29.DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 29.1. The COPERS will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the COPERS and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 29.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The COPERS may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 29.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Agreement or Solicitation



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requirement, the COPERS may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the COPERS in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the COPERS may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the COPERS may determine the Offer is nonresponsive, and the COPERS may revoke its determination that the Offer is in the Competitive Range.

- 29.4. To the fullest extent permitted by law, the COPERS will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the COPERS will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The COPERS may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Agreement award.

30. BEST AND FINAL OFFERS (BAFO):

- 30.1. A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the COPERS's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 30.2. If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The COPERS will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The COPERS will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the COPERS will then perform final scoring and prepare final rankings.
- 30.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the COPERS based on the evaluation criteria.
- 30.4. The COPERS reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the COPERS based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

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SECTION II- PROFESSIONAL SERVICES AGREEMENT

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX, THE CITY OF PHOENIX EMPLOYEES’ RETIREMENT
SYSTEM AND
INSERT LEGAL NAME OF CONTRACTOR HERE**

This AGREEMENT is made and entered into this _____ day of _____, 2021_, by and between the City of Phoenix Employees Retirement System, a qualified governmental pension plan (hereinafter referred to as “COPERS”) and _____, (hereinafter referred to as “Contractor”).

RECITALS

1. The Board of Trustees of COPERS is authorized by the provisions of the City Charter to execute agreements for professional services.
2. COPERS desires to obtain the Services that are specifically set forth in this Agreement.
3. COPERS procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such Services as desired by the City.
5. This Agreement is authorized by a vote of the COPERS Board dated _____.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT:

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the COPERS, for five years.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term set forth in 1.1;
 - 1.2.2. completing the services set forth in the Scope of Work attached as EXHIBIT A – SCOPE OF WORK (the “Services”);
 - 1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or
 - 1.2.4. termination pursuant to the provisions of this Agreement.



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2. PAYMENT:

- 2.1.** The total amount to be remitted by the COPERS to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$ _____. Enter amount per year including reasonable and necessary travel expenses, if approved in advance by COPERS and included in the Fee Schedule EXHIBIT B. Under this Agreement, COPERS will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total Agreement price will be paid before the work is totally completed and accepted by the COPERS
- 2.2.** Contractor will submit monthly invoices on or before the 15th day of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the COPERS will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the COPERS. Each revised invoice will document the date that the revised invoice is submitted to the COPERS. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of COPERS to identify an error does not waive any of the COPERS's rights.
- 2.3.** Invoices will be submitted to:
Retirement Office
Attn: Retirement Program Administrator
200 W Washington St. 10th Floor
Phoenix, AZ 85003
- 2.4.** Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the COPERS. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:
- **Business Expenses:** If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include but are not limited to express mail; delivery services; messenger services; and outside printing.
 - **Office Expenses:** If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles



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(long distance charges only); and supplies.

- **Travel Expenses:** If applicable, travel expenses must be approved in advance by the COPERS and must be included in the Fee Schedule. Contractor will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in EXHIBIT A – SCOPE OF WORK, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the COPERS. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in EXHIBIT E. Contractor will provide progress reports to the Retirement Program Administrator according to a mutually agreed-upon schedule.

4. EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS - see Exhibit C

5. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.

5.1. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the COPERS. The COPERS is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.

5.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a COPERS employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the COPERS with respect thereto.



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6. LEGAL WORKER REQUIREMENTS:

6.1. The City and COPERS are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- Contractor and its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- COPERS retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

7. CONFIDENTIALITY AND DATA SECURITY:

7.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the COPERS. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

7.2. Personal identifying information, financial account information, or restricted COPERS information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted COPERS information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

7.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the COPERS Privacy Officer immediately. Contractor agrees to reimburse the COPERS for any costs incurred by the COPERS to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

7.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is



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further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

7.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

8. CONTACTS WITH THIRD PARTIES:

8.1. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the COPERS. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the COPERS, Contractor or its subcontractors will promptly inform the COPERS giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the COPERS or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

8.2. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

9. SBE/ DBE UTILIZATION:

COPERS extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for COPERS business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

10. AUDIT/RECORDS:

10.1. COPERS reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

10.2. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.



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11. COMPLIANCE WITH LAWS:

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement

12. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A – SCOPE OF WORK* substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by COPERS and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

13. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

14. NOTICES:

- 14.1.** Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:



If to COPERS:

Retirement Office

Attn: Retirement Program Administrator



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200 W Washington St. 10th Floor
Phoenix, AZ 85003

- 14.2.** Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.
- 14.3.** Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

15. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, Offers, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

16. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

17. FISCAL YEAR CLAUSE:

The COPERS's fiscal year begins July 1st and ends June 30th each calendar year. The COPERS may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.



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18. TERMINATION OR SUSPENSION OF SERVICES:

18.1. COPERS's Right to Terminate:

- 18.1.1. The COPERS reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
- 18.1.2. Discontinue advancing the work in progress, or such part that is described in the notice.
- 18.1.3. Deliver to the COPERS all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the COPERS.
- 18.1.4. Appraise the work it has completed and submit its appraisal to the COPERS for evaluation.
- 18.1.5. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

19. FINAL PAYMENT:

- 19.1. **Payment:** COPERS will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to COPERS any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by COPERS of preliminary reports, raw data or other incomplete material returned by Contractor will be at COPERS' sole risk for such use.
- 19.2. **Temporary Suspension:** COPERS may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the COPERS to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

20. PROFESSIONAL COMPETENCY:

- 20.1. **Qualifications:** Contractor represents that it is familiar with the nature and



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extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

- 20.2.** Level of Care and Skill: Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by COPERS of Contractor’s work will in no way relieve Contractor of liability to COPERS for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

21. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the COPERS will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event COPERS will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, COPERS may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to COPERS under law or equity.

22. FORCE MAJEURE:

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of COPERS to provide data within the COPERS’ possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

23. DOCUMENTATION:

- 23.1.** Dissemination and Retention: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the COPERS. Should the COPERS, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then,



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and in that event, upon written demand, Contractor will relinquish to the possession and control of the COPERS its entire file related to this Agreement and only those portions of said file deemed by the COPERS to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

- 23.2.** Format and Quality: All documents prepared by Contractor will be prepared in a format and at a quality approved by the COPERS.
- 23.3.** Document Review: Contractor will review all documents provided by the COPERS related to the performance of the Services and will promptly notify the COPERS of any defects or deficiencies discovered in such review.
- 23.4.** Submittals: Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the COPERS for review.

24. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of COPERS, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of COPERS.

25. CONFLICTS OF INTEREST:

- 25.1.** Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the COPERS Board of Trustees or any employee of the COPERS or COPERS has any financial interest in the consulting firm. For breach of violation of this warranty, COPERS will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- 25.2.** COPERS reserves the right to immediately terminate the Agreement in the event that COPERS determines that Contractor has an actual or apparent conflict of interest.
- 25.3.** Upon a finding by COPERS that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City or COPERS for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, COPERS may, by one calendar day written notice to Contractor, terminate the right of



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Contractor to proceed under this Agreement, provided that the existence of the facts upon which COPERS made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, COPERS will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

- 25.4.** This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

26. PUBLIC RECORDS:

- 26.1.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to COPERS may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- 26.2.** In the event COPERS receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the COPERS agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by COPERS with the USPS for regular delivery to the address of the Contractor specified in their Offer. Within ten days of notice by COPERS, the Contractor will inform COPERS in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against COPERS for disclosure.
- 26.3.** In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless COPERS from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending COPERS in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

27. CLAIMS OR DEMANDS AGAINST COPERS:

- 27.1.** Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against COPERS, including provisions therein for set-off of indebtedness to COPERS against demands on COPERS, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing



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in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City or COPERS. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

- 27.2.** Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

28. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Contractor waives any claims against COPERS and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

29. CONTINUATION DURING DISPUTES:

- 29.1.** Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by COPERS, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.
- 29.2.** Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

30. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

31. LAWFUL PRESENCE REQUIREMENT:

Pursuant to A.R.S. §§ 1-501 and -502, COPERS and the City of Phoenix are prohibited from awarding a Agreement to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a COPERS-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the COPERS will offer the award to the next-highest scoring responder.



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The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

32. NO ISRAEL BOYCOTT:

By entering into this Agreement, the Contractor certifies that they are not currently engaged in and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel.

33. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

- 33.1.** In order to do business with the COPERS, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
- 33.2.** For a contractor with 35 employees or fewer: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.
- 33.3.** For a contractor with more than 35 employees: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment,



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promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

33.4. DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

33.5. MONITORING: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

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APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CONTRACTOR

**CITY OF PHOENIX EMPLOYEES’
RETIREMENT PLAN**

By: _____

By: _____

Its: _____

Alan McGuire

Date: _____

Its: Chair

Date:

ATTESTED TO:

APPROVED AS TO FORM:

City Clerk

Acting City Attorney



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EXHIBIT A – SCOPE OF WORK

1. Required Services

1.1. Consulting Services – COPERS

- 1.1.1. Provide actuarial consultation and advisory services on any technical policy or administrative problems arising during the course of operations by occasional meetings, routine telephone calls, and written correspondence.
- 1.1.2. Make recommendations relative to possible improvements in the financing and benefit structure of the Retirement Plan and to give effect to new developments in the retirement industry. Keep the Trustees apprised of current trends and progress within the actuarial profession.
- 1.1.3. Appear at selected meetings and hearings for discussion of actuarial standards and/or the principles used in the determination of the funding requirement and in the analysis of possible Plan revisions.
- 1.1.4. Assist in establishing specifications for Retirement Plan data files. Periodically review the form and content of data files maintained by the Retirement Board and make recommendations for modifications, additions or deletions that will ensure the maintenance of the full range of data needed for actuarial studies, experience analysis, and valuation.
- 1.1.5. Provide an annual presentation on developments in Federal legislation and/or regulations regarding financing, benefits, vesting, fiduciary responsibility, disclosure, etc.
- 1.1.6. Develop and provide various tables and factors needed by the Retirement Board. These include, but are not limited to, mortality tables, present value factors and survivor benefit factors.
- 1.1.7. Provide tables to the Trustees for calculation of the retirement benefits in the event that a vested participant elects a Retirement Plan joint annuitant option.
- 1.1.8. Provide actuarial consultation for domestic relations orders (DROs) for calculation of retirement benefits.
- 1.1.9. Provide actuarial consultation for calculation of Service Purchases.
- 1.1.10. Provide actuarial consultation for the effective application of IRC 415b limits and implementation of Excess Benefit Arrangement (EBA) to include, but not limited to:
 - 1.1.10.1. Estimate and/or determine retirement benefit amount to be paid from the Retirement Plan and from EBA for Retirement Plan members and/or retirees:
 - 1.1.10.1.1. upon request for estimate of future retirement benefits,



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- 1.1.10.1.2. upon retirement,
- 1.1.10.1.3. upon distribution of any retirement benefit increase (13th check, Pension Equalization Program (PEP), pop-up, etc.),
- 1.1.10.1.4. upon any changes in the IRC 415b limits.

1.1.11. Determination of estimated annual funding requirements for EBA trust.

- 1.2. Perform consultation on and perform certain analysis of proposed Plan revisions.
- 1.3. Assist in the preparation of proposed revisions to the governing Charter of the City of Phoenix.
- 1.4. Perform consultation and advisory services in the area of policy and administrative problems related to implementing Plan revisions.
- 1.5. The Senior and/or Support Actuary shall be readily accessible to the Retirement Board and/or its designee by telephone within one working day and will be available for meetings in Phoenix, Arizona, within five working days of request.
- 1.6. The Senior and/or Support Actuary shall be available for periodic education discussions with the Board including new Board Member orientations.
- 1.7. Provide certification of post-retirement increases based on City Charter and Board policy.

2. Valuation Services for COPERS

- 2.1. Actuarial valuations shall be performed each year as of June 30. Reports, complete with actuarial certificates, for these valuations shall be delivered to the Trustees, by the firm, on an agreed upon date annually.
- 2.2. The valuation report shall include an actuarial gain/loss analysis by source for each assumption. This analysis will review each major risk area and/or major assumption in the actuarial report and evaluate the actual performance compared to the assumptions, with a quantification of actuarial gains and losses.
- 2.3. Periodically, as directed by the Trustees and/or Administrator, the firm shall perform a full-scale experience analysis which will evaluate all actuarial assumptions and data to establish revised tables for use in performing the yearly valuation.
- 2.4. When actuarial assumptions are changed, the subsequent valuation report should be prepared using the old and new assumptions in order to provide consistent comparisons of actuarial financial position in the year of transition.
- 2.5. Valuation reports shall meet all of the reporting requirements of Governmental Accounting Standards Board (GASB) Statement No. 67, Financial Reporting for Defined Benefit Pension Plans, and GASB Statement No. 68, Accounting for Pensions by State and Local Governmental Employers and any applicable subsequent pronouncements of GASB or its successor body.



SECTION II – AGREEMENT

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- 2.6.** Valuation reports shall contain a glossary of terms and sufficient explanatory text to permit a reasonable understanding of the actuarial assumptions, cost methods and conclusions by competent actuaries and by persons knowledgeable in the public pension field. This shall include, but not be limited to, a summary of the plan, description of actuarial assumptions and cost methods, display of age groups and service matrices for active members and display of retired lives by age groups and types of benefits.
 - 2.7.** The firm will prepare the following supporting schedules for the Comprehensive Annual Financial Report: Schedule of Funding Progress (Financial Section), Schedule of Employer Contributions (Financial Section), Summary of Actuarial Methods and Assumptions (Finance and Actuarial Sections), Actuarial Valuations Data (Actuarial Section), Schedule of Retirees and Beneficiaries Added and Removed from Rolls (Actuarial Section), Solvency Test (Actuarial Section), Analysis of Financial Experience (Actuarial Section) and any other schedules required by the Governmental Accounting Standards Board or its successor.
 - 2.8.** Periodically, as directed by the Trustees or their designee, the firm shall perform a report on stochastic and deterministic actuarial projections.
- 3.** Any other services as requested by the Board or its designee.
- 4.** Other Requirements

 - 4.1.** Acknowledge all communication between COPERS and Contractor within 24 hours of receipt.
 - 4.2.** Provide access and training to Contractor's Technology Tools.



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EXHIBIT B – FEE SCHEDULE



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EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless COPERS and the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for COPERS and the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. CONTRACTOR’S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement.

The COPERS in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.



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2.1. SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each	\$1,000,000

The policy must name COPERS as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Agreement.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to COPERS as an additional insured.

COPERS is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the COPERS.

2.1.2. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy must contain a waiver of subrogation against the COPERS.

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or

subcontractor executes the appropriate sole proprietor waiver form.

2.1.3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.

Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to COPERS, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to (City of Phoenix Retirement Office, Attn: Retirement Program Administrator, 200 W Washington St, 10th Floor, Phoenix, AZ 85003).

2.3. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. COPERS in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.4. VERIFICATION OF COVERAGE: Contractor must furnish COPERS with certificates of insurance (ACORD form or equivalent approved by COPERS) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by COPERS before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to City of Phoenix Retirement Office, Attn: Retirement Program Administrator, 200 W



SECTION II – AGREEMENT

CITY OF PHOENIX

Washington St, 10th Floor, Phoenix, AZ 85003). The COPERS project/contract number and project description must be noted on the certificate of insurance. COPERS reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

2.5. SUBCONTRACTORS: Contractor's certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the Agreement, COPERS reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include COPERS as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.

2.6. APPROVAL: Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.



SECTION II – AGREEMENT

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EXHIBIT D - CONTRACTOR'S INSURANCE CERTIFICATE

Contractor's Insurance Certificate



SECTION II - AGREEMENT

CITY OF PHOENIX

EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

This Agreement is in the nature of a personal services agreement and Contractor shall have no power to assign its rights and obligations under this Agreement. OR without the prior written consent of COPERS. Any attempt to assign without such prior written consent shall be void.

2. TITLE:

2.1. All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor in the performance of this Agreement are to be and remain “works for hire” under Title 17, United States Code, and the property of COPERS and all copyright ownership and authorship rights in the work(s) shall belong to COPERS pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Contractor hereby assigns to COPERS all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

2.2. All documents, together with all unused materials supplied by COPERS, are to be delivered to COPERS upon termination of this Agreement before the final payment is made to Contractor.

3. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

3.1. **Contractor and Subcontractor Workers Background Screening:** Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

3.1.1. COPERS requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

3.2. **Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum Risk. If the Scope Of Work changes, the COPERS may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. The current risk level



SECTION II – AGREEMENT

CITY OF PHOENIX

and background screening required is STANDARD RISK LEVEL.

3.3. Standard Risk Level: A standard risk background screening will be performed when the Contract Worker's work assignment will:

3.3.1. require a badge or key for access to City facilities; or

3.3.2. allow any access to sensitive, confidential records, personal identifying information or restricted COPERS information; or

3.3.3. allow unescorted access to City facilities during normal and non-business hours.

3.4. Requirements: The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

3.5. Contractor Certification; City Approval of Background Screening:

3.5.1. Unless otherwise provided for in the Scope, Contractor will be responsible for:

3.5.1.1. determining whether Contract Worker(s) are disqualified from performing work for the COPERS for standard risk level background checks; and,

3.5.1.2. for reviewing the results of the background check every five years; and,

3.5.1.3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

3.5.1.4. Submitting the list of qualified Contract Workers to the contracting department.

3.5.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the Agreement and for whom the requirements of the Agreement apply.

3.5.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

3.6. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.



SECTION II – AGREEMENT

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- 3.7. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to COPERS's entry into this Agreement and any breach of these provisions will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City and COPERS for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City and COPERS in no way warrant that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 3.8. Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City and COPERS reserve the right to audit Contractor's records.



SECTION III – SUBMITTALS

CITY OF PHOENIX

SECTION III- SUBMITTALS

AFFIDAVIT

The undersigned Offeror hereby submits to the COPERS the enclosed Offer based upon all terms and conditions set forth in the COPERS' Request for Proposals (RFP) and referenced materials. Offeror further specifically agrees hereby to provide Services in the manner set forth in the Scope of Work set forth in the RFP.

The undersigned Offeror acknowledges and states, under penalty of perjury, as follows:

1. COPERS is relying on Offeror's submitted information and the representation that Offeror has the capability to successfully undertake and complete the responsibilities and obligations submitted in its Offer and in the resulting contract.
2. COPERS has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Offeror.
3. Offeror has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its Offer is based.
4. The forms and information requested in the RFP are complete and made part of the Offer. COPERS is not responsible for any Offeror errors or omissions.
5. This Offer may be withdrawn by requesting such withdrawal in writing at any time prior to the Offer deadline but may not be withdrawn after such date and time.
6. COPERS reserves the right to reject any and all Offers and to accept the Offer that, in its judgment, will provide the best quality development to COPERS.
7. This Offer is valid for a minimum of 120 days after the RFP Offer deadline.
8. All costs incurred by Offeror in connection with this Offer shall be borne solely by Offeror. Under no circumstances shall COPERS be responsible for any costs associated with Offeror's Offer or the RFP process.
9. Offeror has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this Offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Offer.



SECTION III – SUBMITTALS

CITY OF PHOENIX

11. To the best of the Offeror’s knowledge, the information provided in its Offer is true and correct and neither the undersigned Offeror nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

12. COPIES

12.1. Please submit one original, and one electronic copy (portable drive) of the Submittal Section and all other required documentation.

12.2. Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in COPERS’ best interest to do so.

13. REFERENCES

Offeror shall furnish the names and contact information for 3 clients for whom the Offeror is furnishing or has furnished services similar to those described in this RFP. Do not list COPERS or City of Phoenix employees or officials as references.

1. Company and Reference Name:

Telephone and email:

2. Company and Reference Name:

Telephone and email:

3. Company and Reference Name:

Telephone and email:



SECTION III – SUBMITTALS

CITY OF PHOENIX

Signature(s)

Offeror's Contracting Entity (Legal Name1):

¹The successful Offeror must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*:

Title:

Business Mailing Address:

Telephone and Email Address:

Signature:

*Offer must be signed by an individual authorized to contractually bind the Offeror.

Name of Joint Venture Partner (if applicable):

Printed Name of Authorized Representative*:

Title:

Business Mailing Address:

Telephone and email Address:

Signature:

**Offer must be signed by an individual authorized to contractually bind the joint venture partner.*



SECTION III – SUBMITTALS

CITY OF PHOENIX

This form must be signed and submitted to the COPERS and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

Name of person submitting this disclosure form.

First MI Last Suffix

Contract Information

Solicitation # or Name:

Name of individual(s) or entity(ies) seeking a contract with the COPERS (i.e. parties to the Agreement)

List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

List any individuals or entities that will be subcontractors on this Agreement or indicate N/A.

Subcontractors may be retained, but not known as of the time of this submission.

List of subcontracts, including the name of the owner(s) and business name:

List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the Offer or seeking the resulting contract. If none, indicate N/A.



SECTION III – SUBMITTALS

CITY OF PHOENIX

Disclosure of Conflict of Interest:

City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

I am not aware of any conflict(s) of interest under City Code Section 43-34.

I am aware of the following potential or actual conflict(s) of interest:

ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or



SECTION III – SUBMITTALS

CITY OF PHOENIX

employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this Agreement that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.

I am aware of the following conflict(s) of interest:

Acknowledgements

A.Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

This "no-contact" provision only concludes when the Agreement is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to disqualification.



SECTION III – SUBMITTALS

CITY OF PHOENIX

B. Fraud Prevention and Reporting Policy

I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the Agreement, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

SECTION IV-EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

Qualifications and Experience	300 POINTS
Method of Approach	500 POINTS
Pricing	200 POINTS
TOTAL AVAILABLE POINTS:	1000 Maximum

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

EVALUATION REQUIREMENTS INSTRUCTIONS:

The Evaluation Requirements Section is comprised of three parts:

Part A: Tab 1-Qualifications and Experience, Narrative Response
Respond to questions below using Word.

Part B: Tab 1-Qualifications and Experience, Questions, and
Tab 2-Method of Approach
Respond to the questions provided on Excel spreadsheet found with the RFP documents on solicitations.phoenix.gov.

Part C: Tab 3-Pricing, Exhibit B – Fee Schedule
Respond to the questions provided on Excel spreadsheet found with the RFP documents on solicitations.phoenix.gov.

The submittal documents must be submitted in the format provided and follow the same order as requested. Deviations from the required format may be deemed an incomplete response and unresponsive.

The responses to the questions in Part B and Part C must be submitted on separate Excel spreadsheets as provided in the RFP. To be clear, Tab 1 & Tab 2 are required to be submitted on one spreadsheet. Tab 3 is required to be submitted in a separate Excel file. Do not password protect the Excel spreadsheets or in any way prohibit the document from being copied.

Do not combine Tab 3-Pricing with any other documents. Pricing information MUST be submitted in a separate file.



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

PART A: Tab 1-QUALIFICATIONS AND EXPERIENCE, NARRATIVE RESPONSE

Experience and Qualifications, Narrative:

1. Business History:

Provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services. If you do not have an office in the Phoenix area, are you willing to establish an office for the key personnel identified in this submittal?

2. Key Personnel:

List the proposed key members of staff to be assigned to the City’s contract including their roles and estimated participation in delivering the services. Attach resumes of the key personnel that will be assigned to these services. Include education, certifications, associations and training. Resumes shall state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed. [Limit three (3) pages per resume.]

3. Adverse Actions/Potential Impact:

State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

4. Communication Materials and Reports

Provide samples of relevant communication materials and reports.



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

PART B: Tab 1-Qualifications and Experience Questions and Tab 2-Method of Approach Questions. Respond on the Excel file provided on solicitation.phoenix.gov.

TAB 1 - Experience and Qualifications, Questions

TAB 2 - Method of Approach

Please provide a response to the following questions. Do not exceed 250 words per question.

Tab 1 - Experience and Qualifications		
Question		Response
Experience- Firm Experience		
1.	What office will service for COPERS be provided out of? (If you have more than one location.)	
2.	How many years has the firm been providing actuarial consulting services? To tax-exempt clients? To public pension fund clients? Please include the categories of services available to such clients during this period.	
3.	What are the total number of company employees?	
4.	Does your firm have any affiliations with investment managers, trusts, brokerage firms, etc.? If so, how do you avoid conflicts of interests?	
5.	Does your organization have any clients or associations that could present a conflict of interest and possibly compromise the objectivity of its advice to the COPERS, e.g. other public retirement systems the City of Phoenix contributes to? If so, please explain.	



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

6.	Does the Offeror have a minimum of ten (10) years' experience in providing actuarial services; including but not limited to actuarial valuations, experience studies, actuarial audits, and pension consulting services? Yes/No	
7.	Within the past three years, has the Offeror provided such services to a minimum of three public pension clients? If yes, please list the public pension clients and dates of service. a. b. c.	
8.	Per the Minimum Qualifications, the three public pension plans referenced above must have 10,000 members. Do each of the pension plans listed above have a minimum of 10,000 members each? If yes, please identify the number of members of each of the public pension plans listed above. a. b. c.	
9.	What is the value of the assets of each of the plans listed above? a. b. c.	
10.	Has the firm ever been discharged from serving a client to whom it provided Actuarial Services? If yes, list the name of the client and the reason for discharge.	
11.	Provide a list of at least three governmental entities and plans for which the Offeror has provided consulting services similar to those specified in this RFP. Include the dates of service.	
Professional Staffing - Primary and Supporting Actuary's Experience		



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

12.	Please identify the Primary Actuary(ies) who will be assigned to COPERS in the event this Contract is awarded to your firm.	
13.	For each Primary Actuary listed above, please indicate: a. Whether the Primary Actuary is a Fellow of the Society of Actuaries or a member of the American Academy of Actuaries b. The date upon which the Actuary became a fellow. d. Include with your submission documentation of the same.	
14.	Has the Primary Actuary listed above performed Actuarial Services for public defined benefit plans having 10,000 members for minimum of ten years? If yes, please describe the Primary Actuary's: a. experience b. the type and size of clients served and c. the scope and dates of Actuarial Services comprising the Primary Actuary's minimum qualifications.	
15.	Please identify the Supporting Actuary(ies) who will be assigned to COPERS in the event this Contract is awarded to your firm.	
16.	For each Supporting Actuary listed above, please indicate whether the Supporting Actuary is: a. a Fellow of the Society of Actuaries; or, b. a member of the American Academy of Actuaries; or c. has at least (5) years of experience as an actuary providing Actuarial Services to public retirement systems?	



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

17.	Has the Supporting Actuary listed above performed Actuarial Services for public defined benefit plans having 10,000 members for minimum of five years? If yes, please describe the Supporting Actuary's: a. experience b. the type and size of clients served and c. the scope and dates of Actuarial Services comprising the Primary Actuary's minimum qualifications.	
18.	Provide the total number of Trust Board (retirement defined benefit plans) clients and the total number of employees and covered plan participants.	
General Qualifications		
19.	Describe the services of your firm that distinguish your firm from your competitors.	
20.	Briefly summarize your philosophy relating to the Offeror's relationship with Boards, staff, elected officials, etc.	
21.	Is your firm certified by any governmental entity as a minority-owned, woman-owned, or other business enterprise?	
22.	Has the Offeror ever had a contract terminated for convenience or cause, a contract breach lawsuit or notices of claim? If yes, please provide the details.	
23.	Has any officer, partner or other principal of the Offeror held a similar position in another firm when it failed satisfactorily to complete an actuarial or consulting contract? If yes, please explain.	
24.	Describe what makes Offeror uniquely qualified to work on the City's account.	
25.	What are the three biggest points of value that differentiate your organization from others who do this work in the marketplace? Tell us why you think these are key differentiators.	



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

Tab 2 - Method of Approach		
Question		Response
26.	Please describe your transition plan. Include a detailed implementation process and timeline. Describe any roles/responsibilities the COPERS would have during the implementation.	
27.	Provide a detailed description of the implementation process and schedules for this program. Include all key personnel involved in implementation, and indicate system requirements, setup and acceptance-testing activities. What are your expectations for City of Phoenix regarding implementation?	
28.	Provide at least two (2) examples of approaches used by the actuarial consultant that have assisted plan sponsors or decision-makers in formulating appropriate funding arrangements or plan design issues for pension plans. Indicate the major potential implications and consequences of each approach.	
29.	How do you ensure your IT systems, processes, and environment are in compliance with applicable standards? Describe your policies, procedure, and the attestation of your compliance.	
30.	Is your disaster plan and/or business continuity plan tested annually? How are these plans tested?	
31.	What steps are taken by your staff to ensure the privacy and security of COPERS personal identifying information (PII). What does your organization do to ensure that your staff understands and enforces these steps?	
32.	Do you have a written risk management policy? Does it include an annual review by senior management?	
33.	Is there an audit trail of all access to	



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

	COPERS' data?	
34.	Describe your approach to supporting the COPERS' programs throughout the plan year.	
35.	Describe innovated projects that you have worked on with other entities of similar size.	



SECTION IV – EVALUATION REQUIREMENTS

CITY OF PHOENIX

PART C: Tab 3-Pricing.

Respond on the Excel file provided on solicitation.phoenix.gov.

ANNUAL RETAINER					
All Services listed in the Scope of Work are expected to be included in the Annual Retainer.					
	2022	2023	2024	2025	2026
Actuarial Services					

ACTUARY					
HOURLY RATES FOR WORK OUTSIDE ANNUAL RETAINER					
	2022	2023	2024	2025	2026
Senior Actuary					
Supporting Actuary					
Other:					

ACTUARIAL SERVICES		
FEEES FOR SERVICES NOT INCLUDED IN YEARLY RETAINER		
For Services not included in the annual retainer, please state the line item and topic, a short description of your work, and the amount proposed.		
Scope of Work Line Item Number and Topic	Description of The Work	Provide Amount and frequency/unit of measure