



CITY OF PHOENIX

City of Phoenix Retirement Office
200 W. Washington Street, 10th Floor
Phoenix, AZ 85003

**REQUEST FOR QUOTATION
RFQ 21-002**

DEATH AUDIT & LIFE STATUS VERIFICATION SERVICES

PROCUREMENT OFFICER
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TABLE OF CONTENTS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

TABLE OF CONTENTS

SECTION I – INSTRUCTIONS.....2

1. STATEMENT OF WORK:2

2. PREPARATION OF QUOTE2

3. EXCEPTIONS:.....3

4. INQUIRIES:4

5. BUSINESS IN ARIZONA:4

6. LICENSES:.....4

7. CERTIFICATION:4

8. PRE-AWARD QUALIFICATIONS:4

9. AWARD OF AGREEMENT:5

10. COPERS’ RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:.....5

SECTION II – STANDARD TERMS AND CONDITIONS6

SECTION III – SPECIAL TERMS & CONDITIONS21

SECTION IV – INSURANCE AND INDEMNIFICATION25

SECTION V – SCOPE OF WORK29

SECTION VI – SUBMITTALS31



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

SECTION I – INSTRUCTIONS

1. STATEMENT OF WORK:

The City of Phoenix Employees' Retirement System (COPERS) is dedicated to administering a retirement plan for past, current, and future City of Phoenix employees that prudently invests plan assets and delivers comprehensive support to meet the needs of COPERS' members and their beneficiaries.

COPERS is a single-employer, defined benefit pension plan established by the City Charter. Its purpose is to provide retirement, disability retirement and survivor benefits for its members. The general administration, management and operation of COPERS are vested in a nine-member Retirement Board consisting of three elected employee members, four ex officio members, a citizen member and a retiree member. The Retirement Board appoints the Retirement Program Administrator and Agreements investment counsel and other services necessary to properly administer the Plan.

The City of Phoenix Employees' Retirement Office (COPERS) invites Quotes from vendors who can provide death matching and life status verifications services relating to for a five-year period, commencing on or about July 1, 2021, in accordance with the specifications and provisions contained in this Agreement.

- 1.1. 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 exercised as set forth above; or
 - payment of the maximum compensation under this Agreement; or
 - termination pursuant to the provisions of this Agreement.

2. PREPARATION OF QUOTE:

- 2.1. All forms provided in Submittal Section must be completed and submitted with the Quote.
- 2.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Quote must be initialed in original ink by the authorized person signing the Quote. No Quote will be altered, amended or withdrawn after the specified Quote due date and time. COPERS is not responsible for Vendors errors or omissions.
- 2.3. All time periods stated as a number of days will be calendar days.
- 2.4. It is the responsibility of all Vendors to examine the entire document and seek clarification of any requirement that may not be clear and to check all



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

responses for accuracy before submitting a Quote. Negligence in preparing a Quote confers no right of withdrawal after due date and time. Vendors are strongly encouraged to:

- 2.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 2.4.2. Study and carefully correlate Vendors knowledge and observations with the Agreement and other related data.
- 2.4.3. Promptly notify COPERS of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in or between the Agreement and other related documents.
- 2.4.4. Vendors are reminded that the specifications stated in the Agreement are the minimum level required and that Quotes submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Agreement. Quotes with less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 2.4.5. Quote responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for COPERS' use to evaluate the products quoted. Quotes submitted without this product information may be considered as non-responsive and rejected. COPERS will be the sole judge as to the acceptability of alternate products
- 2.4.6. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

3. EXCEPTIONS:

Vendor must not take any exceptions to any terms, conditions or material requirements of this agreement. Quotes submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Vendors must conform to all of the requirements specified in the agreement. COPERS encourages Vendors to send inquiries to the procurement officer rather than including exceptions in their Quote.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

4. INQUIRIES:

All questions that arise relating to this agreement should be directed via email to the Procurement Officer.

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

5. BUSINESS IN ARIZONA:

COPERS will not enter into Agreements with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.

6. LICENSES:

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

7. CERTIFICATION:

By signature in the Offer and Acceptance page, Vendor certifies:

- The submission of the Quote did not involve collusion or other anti-competitive practices.
- The Vendor must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Vendor 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 Quote.

8. PRE-AWARD QUALIFICATIONS:

8.1. Vendor must have been in operation a minimum of five years. The Vendors normal business activity during the past five years will have been for providing the goods or services in this agreement. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this agreement.)

8.2. Upon notification of an award, the Vendor will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

9. AWARD OF AGREEMENT:

Unless otherwise indicated, award(s) will be made to the lowest quote, and vendor(s) who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that may be considered by COPERS include:

- 9.1.** Technical capability of the Vendor to accomplish the scope of work required in the Agreement. This includes performance history on past and current government or industrial Agreements; and,
- 9.2.** Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Agreement; and,
- 9.3.** Safety record; and,
- 9.4.** Vendor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this Agreement, COPERS reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all quotes or portions thereof.

A response to a request for a quote is a Quote to Agreement with COPERS based upon the terms, conditions, and specifications contained in COPERS' agreement. Quotes do not become Agreements until they are approved by the COPERS Board and executed by the Chair. All of the terms, conditions and specifications of the procurement contract are contained in the agreement, and in any addendum or amendment.

10. COPERS' RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

COPERS reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Quote submitted or any other data available to COPERS. This disqualification is at the sole discretion of COPERS. Any Vendor submitting a Quote herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the COPERS Board or City Council.



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

SECTION II - STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, COPERS may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
- May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

- “Agreement” The legal agreement executed between COPERS and the Contractor.
- “COPERS” The City of Phoenix Employees Retirement System
- “Contractor” The individual, partnership, or corporation who, as a result of the competitive process, is awarded an Agreement by COPERS.
- “Days” Means calendar days unless otherwise specified.
- “Retirement Program Administrator” The procurement official for COPERS.
- Board Chair The person authorized to sign Agreements and amendments thereto on behalf of COPERS.
- “Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer”

Means a response from an Offeror to a solicitation request that, if awarded, binds the Offeror to perform in accordance with the Agreement. Same as bid, quotation.

“Offeror”

Any person or entity submitting a competitive offer in response to a solicitation from COPERS.

“Solicitation”

Means this Request for Quotations (RFQ which COPERS makes public through advertising, mailings, or some other method of communication. It is the process by which COPERS seeks information, proposals, bids or quotes from Offerors



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

2. AGREEMENT INTERPRETATION:

2.1. **APPLICABLE LAW:** This Agreement will be governed by the law of the State of Arizona, and suits pertaining to this Agreement will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. **AGREEMENT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Agreement, as accepted by COPERS and as they may be amended, the following will prevail in the order set forth below:

2.2.1. Special terms and conditions

2.2.2. Standard terms and conditions

2.2.3. Statement or Scope of Work

2.2.4. Other documents referenced or included in the Solicitation

2.3. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold COPERS harmless with respect thereto.

2.4. **SEVERABILITY:** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

2.5. **NON-WAIVER OF LIABILITY:** COPERS as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby COPERS agrees to limit in advance or waive any right COPERS might have to recover actual lawful damages in any court of law under applicable Arizona law.



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

2.6. PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. AGREEMENT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the Agreement will be subject at all reasonable times to inspection and audit by COPERS for five years after completion of the Agreement. Such records will be produced at a COPERS office as designated by COPERS. Confidentiality will be maintained, and COPERS will not violate any proprietary or other confidentiality agreements vendor has in place.

3.2. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this Agreement, will 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 supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and 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 will 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 Offeror 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 entered into by Offeror.



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

- 3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with 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.

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 of this agreement entered into by Contractor.

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, 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 of this Agreement entered into by Contractor. The



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

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.

3.3.1 Documentation: Contractor may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.3.2 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of Contractors 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.

3.4. LEGAL WORKER REQUIREMENTS: COPERS is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3.4.3. COPERS retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by COPERS.



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

At the request of City representatives, the Contractor will provide COPERS:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this Agreement

3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

COPERS will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. COPERS will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. COPERS further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

3.6. COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Agreement regardless of whether they are being referred to by COPERS. Contractor agrees to permit COPERS' inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, COPERS assumes no responsibility for the Contractor's acts.

3.7. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, COPERS is prohibited from awarding an 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 Agreement award. In the event the prevailing responder is unable to satisfy this requirement, COPERS will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.9. EMERGENCY PURCHASES:** COPERS reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 4. COSTS AND PAYMENTS:**
- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to COPERS for the payment of goods or services received. COPERS will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to COPERS. Contractor agrees that any obligation it owes to COPERS will be offset against any payment due to the Contractor from COPERS.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** COPERS will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and COPERS herein recognize that the continuation of any Agreement after the close of any given fiscal year of COPERS, which ends on June 30th of each year, will be subject to the approval of the budget of COPERS providing for or covering such Agreement item as an expenditure therein. COPERS does not represent



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

that said budget item will be actually adopted, said determination being the determination of the COPERS Board at the time of the adoption of the budget.

- 4.6. MAXIMUM PRICES:** COPERS will not be invoiced at prices higher than those stated in any Agreement resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify COPERS of such price reductions.
- 4.7. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.
- 5. CONTRACT CHANGES:**
- 5.1. AGREEMENT AMENDMENTS:** Agreements will be modified only by a written Agreement amendment signed persons duly authorized to enter into Agreements on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of COPERS either before or after execution of the Agreement, will affect or modify any of the terms or obligations contained or to be contained in the Agreement. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon COPERS or the Contractor. All agreements shall be in writing and Agreement changes shall be by written amendment signed by both parties.
- 5.2. ASSIGNMENT - DELEGATION:** No right or interest in this Agreement nor monies due hereunder will be assigned in whole or in part without written permission of COPERS, and no delegation of any duty of Contractor will be made without prior written permission of COPERS, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 5.3. NON-EXCLUSIVE AGREEMENT:** Any Agreement resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of COPERS. COPERS reserves the right to obtain like goods or services from another source when necessary.



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

6. RISK OF LOSS AND LIABILITY:

6.1. TITLE AND RISK OF LOSS: The title and risk of loss of material or service will not pass to COPERS until COPERS actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

6.2. ACCEPTANCE: All material or service is subject to final inspection and acceptance by COPERS. Material or service failing to conform to the specifications of this Agreement will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

6.3. FORCE MAJEURE: Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by Agreement modification for a period of time equal to the time that results, or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

6.4. LOSS OF MATERIALS: COPERS does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the Agreement operations have commenced until the final acceptance of the work by the project manager.

6.5. AGREEMENT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at COPERS facilities designated, unless otherwise specifically addressed in



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

the scope, or elsewhere in this Agreement. COPERS' authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Agreement. If, in the opinion of COPERS' authorized representative, performance becomes unsatisfactory, COPERS will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, COPERS will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 6.6. DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of COPERS at no cost to COPERS.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by COPERS at Contractor's expense.

7. COPERS' CONTRACTUAL RIGHTS:

- 7.1.** Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of COPERS under this Agreement are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because COPERS is providing services which involve health, safety and welfare of the general public, delivery time is of



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

- 7.5. DEFAULT:** In case of default by the Contractor, COPERS may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, COPERS will have the right to annul the Agreement without liability or in its discretion to deduct from the Agreement price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, COPERS may require that the Contractor submit a cost proposal in sufficient detail for COPERS to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Agreement belongs to COPERS and must be delivered to COPERS at COPERS' request upon termination of this Agreement. Contractor agrees to COPERS all rights and interests Contractor may have in materials prepared under this Agreement that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.
- 8. AGREEMENT TERMINATION:**
- 8.1. GRATUITIES:** COPERS may, by written notice to the Contractor, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of COPERS making any determinations with respect to the performing of such Agreement. In the event this Agreement is canceled by COPERS pursuant to this provision, COPERS will be entitled, in addition to any other rights



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

and remedies, to recover or withhold from the Contractor the amount of the gratuity.

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This Agreement may be terminated at any time by mutual written consent, or by COPERS, with or without cause, upon giving thirty-day written notice to Contractor. COPERS at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, COPERS will be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by COPERS before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to COPERS after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit COPERS to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8.2.2 COPERS reserves the right to cancel the whole or any part of this Agreement due to failure of Contractor to carry out any term, promise, or condition of the Agreement. COPERS will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of COPERS, Contractor provides personnel who do not meet the requirements of the Agreement;
- In the opinion of COPERS, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Agreement;
- In the opinion of COPERS, Contractor attempts to impose on COPERS personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the Agreement;
- In the opinion of COPERS, Contractor fails to make progress in the performance of the requirements of the Agreement and/or give COPERS a positive indication that Contractor



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

will not or cannot perform to the requirements of the Agreement.

8.3. AGREEMENT CANCELLATION: All parties acknowledge that this Agreement is subject to cancellation by COPERS of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and COPERS. Any failure by the Contractor to collect applicable taxes from COPERS will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective offeror to determine any applicable taxes. COPERS will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will COPERS provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If COPERS finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to COPERS for that amount, and by contracting with COPERS, the Contractor agrees to remit any overpayments back to COPERS for miscalculations on taxes included in an offer price.

10. TAX INDEMNIFICATION:

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor and require the same of all subcontractors. Contractor will hold COPERS harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

11. TAX RESPONSIBILITY QUALIFICATION:

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to COPERS or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to COPERS Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with the Agreement for duration of the term of Agreement.

12. 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.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

SECTION III - SPECIAL TERMS & CONDITIONS

1. INTELLECTUAL PROPERTY RIGHTS:

Consultant grants to COPERS a nonexclusive, non-transferable (except to a wholly-owned subsidiary of COPERS), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to COPERS pursuant to this agreement (collectively, the “Deliverables”) for COPERS’ internal or business purposes. COPERS shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. COPERS shall not, without the Consultant’s prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of COPERS) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.

2. STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement, or by law, or the acceptance of materials or services, obligations imposed by this Agreement, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the Agreement.

3. PRICE AND DISCOUNTS: All prices offered shall be firm and fixed for the term of the Agreement.

4. PRICE: All prices submitted shall be firm and fixed for the three years of the Agreement. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days’ notice to COPERS. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the Agreement term.

4.1 COPERS will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the COPERS Board are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the COPERS’ Board.

5. METHOD OF INVOICING:

Invoice must include the following:

- Agreement number and service period
- Invoice number and date
- Payment terms



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

- Applicable tax
- Remit to address and instructions

6. METHOD OF PAYMENT:

- Vendor will be paid on an annual basis in advance. Vendor to submit annual invoice to:

Scott Steventon
200 W. Washington Street, 10th Floor
Phoenix, AZ 85003
Scott.steventon@phoenix.gov

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 COPERS. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of COPERS.

7.2. Personal identifying information, financial account information, protected health 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, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.

7.3. When personal identifying information, financial account information, protected health 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. Contractor must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

7.4. This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information, financial account information, protected health information, or restricted City information so that these types of information cannot practicably be read or reconstructed. Contractor will provide COPERS with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information.

7.5. In the event that data collected or obtained by the Contractor in connection with this Agreement is suspected to have been compromised, Contractor shall notify COPERS immediately. Contractor agrees to reimburse COPERS for any costs incurred by COPERS to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties COPERS is assessed. In case of a breach or critical breach of COPERS' information, it will be COPERS, not the Contractor that will inform any and all individuals affected by any such breach. Only upon prior written consent of COPERS, or at the specific direction of COPERS, will the Contractor notify individuals affected by a breach or critical breach of COPERS' information.

7.6. Contractor agrees that COPERS may assess or test the security of any applications, web services, or computerized systems created or provided by the Contractor that process, store, or transmit COPERS information. If COPERS finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Contractor agrees to remediate the vulnerability at no cost to COPERS and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Contractor must remediate found vulnerabilities in computerized systems they provide; Contractor is **not** liable for remediating any vulnerability found in COPERS' network or computing infrastructure used to support the applications, web services, or systems created or provided by the Contractor.

7.7. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

7.8. Contractor agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
RETIREMENT
OFFICE

Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

7.9. By signing and entering this Agreement the Contractor specifically acknowledges that it is responsible for the security of cardholder data that Contractor possesses or otherwise stores, processes or transmits on behalf of COPERS. Additionally, as a requirement of this Agreement you must provide to COPERS a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.

7.10. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

7.11. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall 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. The obligations of Contractor under this Section shall survive the termination of this Agreement.

8. LICENSES AND PERMITS: Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Agreement.

9. ADVERTISING: Contractor will not advertise or publish news releases concerning this Agreement without the prior written consent of the Retirement Administrator, and COPERS will not unreasonably withhold permission.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX
RETIREMENT
OFFICE

SECTION IV – INSURANCE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless COPERS 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 or other amount 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 as 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 agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for COPERS. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. CONSULTANT’S INSURANCE:

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

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

- 2.1. **SCOPE AND LIMITS OF INSURANCE:** Consultant 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



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
RETIREMENT
OFFICE**

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 Agreement arising out of the activities performed by, or on behalf of the Consultant related to this Agreement.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- COPERS is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by 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 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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX
RETIREMENT
OFFICE

standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.

- Consultant 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 Consultant 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 **Scott Steventon, 200 W. Washington St., 10th Floor, Phoenix, AZ 85003, (602) 732-2748 (fax).**

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 Consultant from potential insurer insolvency.

2.4. VERIFICATION OF COVERAGE: Consultant 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 Agreement.

All certificates required by this Agreement must be sent directly to **Trista Eaden, 200 W. Washington St., 10th Floor, Phoenix, AZ 85003.** COPERS project/Agreement 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. SUBCONSULTANTS: Consultant’s certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the Agreement, COPERS reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
RETIREMENT
OFFICE**

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 Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant 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 Agreement amendment.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
RETIREMENT
OFFICE

SECTION V - SCOPE OF WORK

COPERS is responsible for updating retiree and beneficiary records when notified of deaths. Notifications of deaths are typically received from the next-of-kin or a participating employer; but operating controls are also in place to detect unreported deaths to prevent overpayments to deceased retirees or beneficiaries. The most prevalent control is an automated death matching process between the Retirement Payroll File and the Limited Access Death Master File (LADMF) provided by the National Technical Information Service (NTIS). Other procedures utilized to identify unreported deaths include investigating returned mail, uncashed checks, or rejected direct deposits of monthly benefit payments. Obituary searches also identify unreported deaths.

COPERS is seeking information from vendors who can provide life status verification and death matching services (“Service”) of Plan participants. Contractor shall provide:

- Continuous monitoring and daily notification of deaths reported in the Registry of Vital Statistics and obituary searches.
- Daily results based on such monitoring should be available online Monday thru Friday using a secure web application.
- Securely stored data accessible via a web application.
- Database query tool with unlimited access for approved users.
- Ability to build custom reports upon request.
- Ability to process participation or benefit entitlement letters (“alive and well” affidavit solicitations) to participants.
- Multiple simultaneous user access logins to web-based platform for up to 10 users.
- Online death certification ordering system for an additional fee identified in the attached fee schedule.

Contractor shall accept data from COPERS in the following .txt file format.

1. Column Name/Header: Can add custom columns based on vendor need.
 - a. If no data for a particular column exists, will leave the column blank
2. Formatting Cells: All SSN's and ZIP Codes contain leading zeros. SSN's will contain 9 digits and ZC will contain 5.
3. Delimiter: Commas are used to separate fields.
4. Carriage Return + line Feed: Each row will finish in a Carriage-return + Line-Feed combination.



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
RETIREMENT
OFFICE**

5.

Description	Example	Summary
Record ID		Employee ID number (if applicable)
Group		COPERS Group Name, e.g. COPERS, PSPRS
Client Use		Benefit Type, e.g. DEFER, DEP, DROPB, DRR, NCNDD, NDRR, QLIFE, SRET, SSNDD, SURV
SSN	01234678	No dashes or hyphens, will include leading zeros for full nine digits
Last Name		
First Name		
Middle Name		
Suffix		
Date of Birth	mm/dd/yyyy	
Gender		
Marital Status		
Address		
City		
State		
ZIP Code	12345	
Phone Home	1112223333	
Phone Cell	1112223333	
Email		



SECTION VI – SUBMITTALS

CITY OF PHOENIX
RETIREMENT
OFFICE

SECTION VI - SUBMITTALS

SUBMITTAL SECTION

1. COPIES:

Please submit one electronic copy of the Submittal Section and all other required documentation to **Barbara.trollope@phoenix.gov**.

1.1. **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 opening date and is irrevocable unless it is in the COPERS' best interest to release Offer(s).

2. OFFER SUBMITTAL FORMAT:

The written Offer should be:

- 2.1. Typewritten for ease of evaluation;
- 2.2. Signed by an authorized representative of the Offeror;
- 2.3. Submitted with contact information for the individual(s) authorized to negotiate with COPERS;
- 2.4. Submitted with a table of contents and tabbed per the following major sections:

Tab 1 Statement of Qualifications, including Company information, History, Experience and current workload capacity. Include the following:

- a. Years in business.
- b. Years of experience providing these services to government agencies.
 - i. Representative customer list including major pension and insurance funds.
 - ii. Years of experience providing these services for government agencies with more than 14,000 participants.

Tab 2 Names and Resumes of key personnel who may be assigned to this contract (resumes shall be no more than 2 pages).

Tab 3 Pricing - Pricing model for monthly death match services of approximately 170,000 to 500,000 records using the data elements described above.

Tab 4 Offeror's service offerings (See also Section V, Scope of Work).

- a. Describe the firm's current or future ability to provide a death match using the data elements described above.
- b. Provide the sources of information used to identify a date of death, e.g. department of vital records, LADMF, obituary search, etc.



SECTION VI – SUBMITTALS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

- Tab 5** Documentation of Offeror’s commitment to Equal Employment Opportunity.
- Tab 7** List of current business references – Minimum of 3 from organizations similar to COPERS.
- Tab 8** Section VI, Submittals.
- Tab 9** Signed Addenda (s), if any.

3. COSTS AND PAYMENTS:

3.1 PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, COPERS will default to 0% - net 45 days:

___ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.

___ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by COPERS servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the COPERS those extra charges. The COPERS will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe COPERS all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same Agreement term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.



SECTION VI – SUBMITTALS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

4. REFERENCES:

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished: Death Audit and Life Status Verification Services.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VI – SUBMITTALS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

OFFER

TO COPERS - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. _____
Use Tax No. for Out-of State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to COPERS for the purposes of reporting to appropriate taxing authorities, monies paid by COPERS under the awarded contract. If the Bidder provides its social security number, COPERS will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

Verify Name and type of company
(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company's Fax Number _____
Company's Toll Free # _____
Email Address _____



SECTION VI – SUBMITTALS

**CITY OF PHOENIX
RETIREMENT
OFFICE**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX EMPLOYEES’ RETIREMENT SYSTEM (COPERS)

_____ Awarded this _____ day of _____ 20____
Director or Delegate, Department

City Clerk

Approved as to form this _____ day of _____ 20____. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.