

# Request for Proposal

## TAC 1033A

Professional Services for Performance Evaluation and  
Consulting Services

For

Municipal Employees' Retirement Plan

NIGP Commodity Code(s):

946-56 – Investment Management Services

946-72 – Retirement Planning Services

918-32 – Consulting Services (not otherwise classified)

**Submit proposals  
(sealed) to:**  
Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260



CITY OF  
**Tulsa**  
A New Kind of Energy™

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**I. STATEMENT OF PURPOSE:**

With this Request for Proposal (RFP), we are searching to secure professional service for investment performance consulting in connection with our defined benefit pension plan. The consultant's task will be to assist the Board of Trustees of the Municipal Employees Retirement Plan ("Board") for the City of Tulsa, Oklahoma ("City") in developing and carrying out investment policies designed to ensure assets are available to meet current and future benefit obligations.

You are invited to submit a proposal to the Board, in accordance with the terms, conditions, and instructions as set forth in this RFP. No commissions or brokerage fees will be paid by the Board in the selection or employment of a consultant.

We enthusiastically look forward to receiving your proposal.

**II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

**A. General Requirements**

1. Proposals must be received by **5:00 p.m. on Wednesday, December 18, 2019, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP TAC 1033A, Professional Services for Performance Evaluation and Consulting Services for Municipal Employees' Retirement Plan**".  
**Proposals received late will be returned unopened.**
2. Proposals shall be delivered sealed to:  

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103
3. All interested respondents to this RFP (Respondent(s) are required to register with the Buyer to receive updates, addenda or any additional information required. The Board is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding the RFP or the content therein must be made via e-mail and must be received prior to the end of the business day 10 days prior to the proposal closing date.

**Ashleigh McCarn Senior Buyer**  
[amccarn@cityoftulsa.org](mailto:amccarn@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.
6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting  
175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
City Council Chamber  
Tulsa, OK 74103**

**B. General Notifications**

1. The Board notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the Board. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. The Board also notifies all Respondents that the Board has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the Board's objectives.
5. Although it is the Board's intent to choose only the most qualified Respondents, the Board reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the Board, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
6. This RFP does not commit the Board to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The Board is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the Board.

### III. BACKGROUND INFORMATION

1. City has by ordinance established and authorized "The Municipal Employees' Retirement Plan" ("MERP") and a trust fund, identified as "The Employee Retirement Fund" ("Fund"). The Board is charged with the investment of approximately \$469 million in pension assets held in the Fund. The Fund services approximately 2,400 active participants and 2,300 retirees and beneficiaries.
2. The Board is made up of seven (7) members appointed by the Mayor and meets monthly. The MERP has a staff of three from the City of Tulsa's Human Resources Department.
3. The strategic asset allocation as of June 30, 2019 is as follows:

	<u>Lower Limit</u>	<b><u>Strategic Allocation</u></b>	<u>Upper Limit</u>
Domestic Equities	31%	<b>36%</b>	41%
International Equities	20%	<b>24%</b>	28%
Fixed Income	20%	<b>24%</b>	28%
Real Estate	5%	<b>8%</b>	11%
Commodities	2%	<b>3%</b>	4%
Timber	2%	<b>4%</b>	6%

Cash Equivalents	0%	1%	10%
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4. The actuarial report as of January 1, 2018 showed that the MERP is 70.8% funded, based on an assumed interest rate of 7.5%.
5. The Fund currently uses eleven investment managers.

#### IV. SCOPE OF WORK

1. Investment Objective and Policy Statements - The Respondent awarded the contract ("Consultant") shall review the Investment Policy Guidelines and Objectives Statement for the MERP ("Investment Policy"). The Investment Policy details the priorities, investment alternatives and acceptable asset classes while providing specifications for investment quality, liquidity and risk. Time horizons and any minimum performance objectives should also be reviewed. The Consultant will conduct an annual review of the Investment Policy and recommend relevant changes.
2. Asset/Liability Study - The Consultant shall conduct a full asset liability study in 2020 that integrates the current actuarial valuation with alternative asset mixes. The evaluation will relate the requirements of the fund (cash flows, contributions and disbursements based on annual actuarial valuation and assumptions) to the asset allocation and investment manager selection decisions. Future asset liability studies anticipated in 5-year intervals.
3. Portfolio Construction/Asset Allocation Updates - Consultant shall annually review the fund's asset mix, based upon agreed investment objectives and policy statements, and make recommendations on an appropriate range of mixes for the fund. Factors that shall be considered are cash flow forecasts, estimates of asset class investment returns and inflation, potential changes in actuarial assumptions, risk, and comparisons to similar pension funds.
4. Investment Manager/Custodial Services and other related Searches and Selections - The Consultant shall after expression by the Board of the need to initiate the search and selection process, develop and recommend suitable criteria to be utilized in selection of an investment manager. The criteria will include organizational and investment approach characteristics plus determination of type of manager needed (i.e. Equity Specialist, Balanced Manager, etc.). Consultant shall conduct the initial screening process, including individual interviews. Consultant will present three to six finalists to the Board. Consultant will provide comprehensive and qualitative evaluation assistance in the final selection process.
5. Training and Development - The Consultant shall conduct annually, usually at the January meeting, a full day training session for all Board members. The training session will be conducted in Tulsa and at the Consultant's expense. Included will be familiarization with current terms and investment methodology. Consultant will supply Board members with supplementary investment informational materials on a selective basis. Consultant will keep

the Board abreast of important economic and financial developments, to include any financial and/or fiduciary impact to the Plan.

6. Performance Evaluation and Reporting - Consultant shall provide in-depth investment monitoring service which includes quarterly consulting visits focusing on such topics as defining performance plus participation in a day long trustee education meeting. The Consultant shall provide written quarterly investment reports including but not limited to, an analysis of investment by manager and asset class/subclass, identifying performance for quarter, year, three and five-year periods, with any attributing factors regarding investment performance. The Consultant shall also provide a narrative report detailing conclusions and any actions necessary to address any problems or developments. The reports will compare the investment performance of the MERP with a universe of public funds of comparable size with similar investment objectives and restrictions and to appropriate national indices. Special reports may be required from time to time regarding events or developments that could or did materially affect the fund.

Monthly Report - Consultant will provide a monthly report on performance of the individual managers and the total MERP, including relevant market benchmarks. This report will be prepared within three days of the receipt of data from the custodian.

7. Meetings - The Consultant shall attend quarterly investment meetings of the Board and any special meeting as may be requested by the Board and present required or relevant reports and information. Consultant shall personally present the quarterly investment reports to the Board.
8. Tax Exempt Fund Demographics - The Consultant shall annually provide the Board with information on the structure and characteristics of other tax-exempt funds and of each manager in achieving the objectives of the policies and guidelines.
9. Investment Product Research - The Consultant shall research and screen new investment vehicles as they are introduced into the marketplace and advise the Board of the viability of any new products other than non-traditional asset categories. Specific recommendations shall be made as to the value these could provide to the MERP.

**V. TIME FRAME FOR REVIEW:**

All terms and conditions within the proposal must remain in effect until at least December 18, 2020, to allow sufficient review, negotiation, and approval time by the Board.

**VI. RESPONDENT AND PROPOSAL REQUIREMENTS**

To be considered, interested Respondents should submit or address the following:

- A. One (1) unbound original and twelve (12) bound copies of the proposal plus one (1) electronic copy.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E. Provide copies of any standard agreements you will expect the Board to sign without modification. If you have standard agreements you will expect the Board to sign, but which are negotiable, provide copies of those agreements with the non-negotiable provisions highlighted. The Board's objective is early identification of provisions to which it will not be able to agree. This request is not meant to imply that a standard Board agreement will not be used, or that Respondent's standard agreement will be used.
- F. Include as an addendum item a sample of your firm's standard reports. How soon are quarterly reports available after the end of each quarter?
- G. Provide your annual fee schedule for 2020, 2021, 2022, 2023 and 2024 on the Pricing Page. Describe all direct or indirect fees, commissions or other remuneration for services. Note: No fees will be reimbursed for travel and out-of-pocket expenses.
- H. Answer items on the Questionnaire.
- I. Complete the Respondent's Information Sheet.
- J. Complete the Interest Affidavit.
- K. Provide the latest Financial Report of your firm upon request.

## **VII. EVALUATION OF PROPOSALS:**

A committee appointed by the Board will evaluate all proposals. Final selection shall be the sole determination of the Board, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the MERP. The Board reserves the right to reject all proposals, or to negotiate separately with competing proposers. Finalists may be asked to make oral presentations to the Board or the selection committee of the Board. The consultant servicing the account will need to be present for the interview. The approval of the selected Respondent will be subject to the final determination of the Board and will be contingent on the successful completion of a

contract between the Board and the selected Respondent and the approval of the Mayor of the City of Tulsa.

The Board is not liable for any cost incurred by proposers prior to the execution of a contract.

**VIII. AWARD OF PROPOSALS:**

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.



13. If an evaluation committee performs the evaluation, the recommendation of such committee.

## IX. MISCELLANEOUS

- A. The Board expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the Board may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the Board and the City of Tulsa.
- C. The use of the City of Tulsa's or Board's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa or Board, respectively.
- D. Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the Board account.
- E. The Board assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F. The Board is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

The Board shall not be under any obligation to return any materials submitted in response to this RFP request.

- G. The Board shall not infringe upon any intellectual property right of any Respondent, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the Board's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The Board shall not be under any obligation to return any materials submitted in response to this RFP.

# NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:

**(Seller's Authorized Agent)**

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondents and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Respondents in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**

## INTEREST AFFIDAVIT

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**



## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

**State of Organization:** \_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         |  |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____                  |

**Address:** \_\_\_\_\_

Street

City

State

Zip

**Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

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**Sales Contact:**

**Legal or Alternate Sales Contact:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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## Price Sheet Summary

Please present a Fee Schedule for each year's services:

Year 2020: \$ \_\_\_\_\_

Year 2021: \$ \_\_\_\_\_

Year 2022: \$ \_\_\_\_\_

Year 2023: \$ \_\_\_\_\_

Year 2024: \$ \_\_\_\_\_

5-YEAR TOTAL	\$ _____
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Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

*Note: Include estimate of travel costs in fee amounts.*

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**MUNICIPAL EMPLOYEES' RETIREMENT PLAN ("MERP")  
QUESTIONNAIRE**

**I. FIRM AND CONSULTANT**

1. Give a brief history of your firm, including year of organization, current ownership and affiliations. Are ownership changes anticipated at this time?
2. How many years has your firm provided consulting services to public pension plans?
3. How many public fund clients do you have? What are the total assets and average assets of this client set?
4. Is your firm a registered investment advisor with the SEC under the Investment Advisor's Act of 1940? If yes, provide a copy of the latest Form ADV Part II.
5. Please describe the level of coverage for errors and omissions insurance and any other fiduciary or professional liability insurance your firm carries.
6. Does your firm manage money or act as a broker dealer? Does your firm have a brokerage division or subsidiary that executes trades? Do you receive compensation directly, indirectly, or both? What is the compensation received by the brokerage division or subsidiary for clients of the firm for each of the last five years? How do you prevent conflicts of interest?
7. Detail any financial transactions or relationships which exist with affiliated or other organizations; e.g. brokerage firms, insurance companies, commercial banks, investment banking firms, money management firms, transition management firms, mutual fund companies, and any soft dollar relationships, etc.
8. For the most recent calendar year, provide the percent breakdown of revenues received from consulting services versus the different services provided by your firm.
9. Does the firm, its affiliates, or the ultimate parent of the firm accept soft dollars as a method of payment for services or referrals? If so, please provide detail. What are the fees? How do you prevent conflicts of interest?
14. Has any officer or principal of your organization been involved in litigation relating to consulting activities? If so, provide a brief explanation and indicate the status of the proceedings.
15. Have there been any complaints filed against your firm with any State

Regulatory Board, the Securities and Exchange Commission, the National Association of Securities Dealers, or any other investigating body? If so, provide a brief explanation and indicate status.

16. Explain any potential for conflict your firm would have in servicing the MERP.
17. List references for three public pension plans with assets equal to or over \$400 million for whom you have provided primary consulting services. For each reference listed include name, address, telephone number and the name of the contact person. In addition, for each client referenced include the number of managers being monitored, fund diversification by asset class and the total number of dollars under management. The Board may contact the references.

## **II. PERSONNEL**

1. List the name and location of primary individual(s) who will be responsible for our account. Provide brief biographies, including years in the industry and the years with your firm. Identify and explain the role of backup personnel. Provide a breakdown of all employees by department and/or function. How many clients are served by the individual(s) assigned to this account?
2. What policies are in effect to control the workload as it relates to the number of clients serviced by each manager? Are there limits on the number of clients assigned to consultants? If so, please provide the limit.
3. Does your firm act as a fiduciary when serving as a pension fund consultant?
4. Describe the turnover in key professional personnel in each of the last three years. Indicate the number of people lost in the Client relationship managers and key technical personnel categories.

## **III. RELATED SERVICES**

1. List all the standard services provided in a typical pension plan consulting and performance relationship. List special services that you have provided to meet other needs of your clients.
2. Briefly summarize your philosophy relating to the consultant's relationship with Board, staff and money managers.
3. Describe the services of your organization that distinguishes your firm from other consultants.
4. Describe your method and frequency of asset/liability modeling.
5. Describe your portfolio structure analysis.



6. Describe your transaction cost analysis.
7. Describe your investment style analysis.
8. Describe your experience and capabilities in conducting investment manager searches. How many searches were for clients with over \$300 million in assets? How many different managers were recommended by you in each of the last two years in each asset category?
9. Describe your manager search process.

**IV. INVESTMENT POLICY**

1. Describe your method for developing investment policy objectives for a diversified pension plan.
2. Comment on your process for analyzing a client's portfolio structure and for recommending modifications.
3. Describe the way you assist Boards in monitoring investment policy, strategy and asset mix.

**V. ANALYTICS**

1. Is your manager database proprietary or do you use an outside vendor?
2. Are managers assessed a fee to be included in the database? How do managers participate in the database?
3. Do you sell your investment manager database information? Do you receive any compensation directly or indirectly? How do you prevent conflicts of interest?
4. How many managers/advisors are tracked on your database? How many funds are tracked? How many years of usable data are in the database?
5. Describe the investment manager information you have in your database. Describe your method of determining the style of managers. How do you monitor consistency of style? How often are managers in your database visited by your firm, reviewed, and the database updated?
6. Describe your approach to due diligence for evaluating money managers.
7. What asset categories are tracked in your performance measurement system?
8. Of the clients listed in your database please list the number of public fund clients tracked. Please specify the source of data and if simulated returns are included.

9. Describe how client performance is computed. Describe in detail the source and the size of the universe? What are the sizes of the funds which are to be compared? Specify the number of public funds over \$300 million in assets.
10. Briefly describe how a client would transition to your services.
11. Describe the methods and resources used for customizing and tracking benchmarks used to analyze and evaluate portfolio performance.

**VI. REPORTING**

1. Provide a list of all reports routinely provided a client. Include as an addendum item a sample of your firm's standard reports.
2. How soon are quarterly reports available after the end of each quarter?
3. Do you normally provide written narrative on managers' performance, portfolio restructuring, investment guideline discrepancies, style deviations or other areas?
4. Describe the flexibility available to customize reports.

**VII. PERIOD OF CONTRACT AND FEES**

It is vitally important that the Board be able to accurately budget the future costs of the MERP. Therefore, the Board is looking for a five-year rate guarantee for Performance Evaluation and Consulting Services.

The Board reserves the right to renew the contract for four (4) additional one-year periods following the initial contract period, renewable annually on consent of both parties involved, or to cancel with a thirty (30) day written notice. The initial contract shall be for the period January 1, 2020 through December 31, 2021, renewable through December 31, 2024.

## General Contract Terms

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It is anticipated that the Board will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the Board, with four (4) one-year renewals available at the option of the Board. Contracts entered into by the Board generally include, but are not limited to, the following terms:

- 1. No Indemnification or Arbitration by Board.** Consultant understands and agrees that Board shall not indemnify nor hold Consultant harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Consultant shall not limit its liability to Board for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. Board reserves the right to pursue all legal and equitable remedies to which it may be entitled. Board will not agree to binding arbitration of any disputes.
- 2. Intellectual Property Indemnification by Consultant.** Consultant agrees to indemnify, defend, and save harmless Board and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Consultant hereunder. Consultant shall pay all royalties and charges incident to such patents, trademarks or copyrights.
- 3. General Liability.** Consultant shall hold Board harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Consultant must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
- 4.** Consultant agrees to indemnify and hold the Board harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Consultant or Consultant's subcontractors under the scope of this Agreement.
- 5. Personally Identifiable Information.** Consultant will comply fully with applicable laws, regulations, and government orders relating to personally identifiable information (PII) and data privacy with respect to any such data that Consultant receives or has access to under this agreement or in connection with the performance of any services for the Plan. To the extent the Consultant receives PII related to performance of this agreement, Consultant will protect the privacy and legal rights of the Plan's participants.
- 6. No Confidentiality.** Consultant understands and acknowledges that Board is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Consultant pursuant to this Agreement that would be inconsistent with Board's compliance with its statutory requirements there under.
- 7. Compliance with Laws.** Consultant shall be responsible for complying with all applicable federal, state and local laws. Consultant is responsible for any costs of such compliance. Consultant shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Consultant certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in

25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Board or its designees. Consultant shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the Board does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Consultant may not assign this Agreement or use subcontractors to provide the services without Board's prior written consent. Consultant shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Consultant shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

**The undersigned Respondent agrees to the inclusion of the above provisions, among others, in any contract with the Board.**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_