

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033

October 17, 2019

<p>REQUEST FOR PROPOSALS:</p> <p>RFP No. 20-0007</p>	<p>Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">PUBLIC EMPLOYEE RETIREMENT SYSTEMS PENSION AND BENEFIT TRUST FUND ("THE FUND") INVESTMENT CONSULTANT SERVICES (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide Columbus Consolidated Government Pension Board with the highest quality consultant services at the lowest cost to taxpayers, to include: Consulting, Custodial, and Fiduciary Services.</p>
<p>DUE DATE</p>	<p align="center">NOVEMBER 15, 2019 – 5:00 PM (EASTERN)</p> <p>Sealed proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5th Floor, Government Center, 100 Tenth Street, Columbus, Georgia.</p>
<p>ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.</p>
<p>NO PROPOSAL SUBMISSION</p>	<p><i>If you are not interested in this solicitation, please complete and return page 3.</i></p>

Andrea J. McCorvey
Purchasing Division Manager

IMPORTANT INFORMATION
e-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors. The City is using the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via

<http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF “NO PROPOSAL SUBMISSION”

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email bidopportunities@columbusga.org *or* return this form, via fax or mail, to:

Fax number (706) 225-3033

Attn: Sandra Chandler, Buyer I

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP NO. 20-0007** for **Public Employee Retirement Systems Pension and Benefit Trust Fund ("The Fund") Investment Consultant Services (Annual Contract)** for the following reason(s):

Specifications are too “tight”, i.e. geared towards one brand or manufacturer (explain below)

There is insufficient time to respond.

We do not offer this product and/or service.

We are unable to meet specifications.

We are unable to meet bond requirements.

Specifications are unclear (explain below).

We are unable to meet insurance requirements.

Other (specify below)

Comments: _____

COMPANY NAME: _____

ADDRESS: _____

AGENT: _____

DATE: _____

EMAIL: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED “QUESTION/CLARIFICATION FORM” TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

Email bidopportunities@columbusga.org or use the attached “Question/Clarification” Fax Form (on the following page) to submit questions.

QUESTION/CLARIFICATION FAX FORM

Date: _____

To: Sandra Chandler, Buyer I
Email bidopportunities@columbusga.org or
Fax (706) 225-3033

Re: **RFP No. 20-0007; Public Employee Retirement Systems Pension and Benefit Trust Fund ("The Fund") Investment Consultant Services (Annual Contract)**

I have the following concerns/questions about the specifications for the above cited proposal:

Questions/clarification requests must be submitted at least (5) business days before the due date.

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

**COLUMBUS CONSOLIDATED GOVERNMENT
on behalf of The Columbus Pension Fund Board of Trustees
GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS**

**PUBLIC EMPLOYEE RETIREMENT SYSTEMS
PENSION AND BENEFIT TRUST FUND ("THE FUND")
INVESTMENT CONSULTANT SERVICES
(ANNUAL CONTRACT)**

The Consolidated Government of Columbus, Georgia (the City) on behalf of the Columbus, GA Pension Fund Board of Trustees (the Board) invites qualified investment consultant firms to submit proposals to provide investment consultant services, to include: consulting, custodial, and fiduciary services.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: NOVEMBER 15, 2019 NO LATER THAN 5:00 PM (EASTERN). Submit one (1) original and nine (9) identical hard copies of the proposal. *For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.*

To achieve uniform review process and maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder and organized in tabbed sections. *For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.* The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government
Purchasing Division

RE: RFP No. 20-0007; Public Employee Retirement Systems Pension and Benefit Trust Fund ("The Fund") Investment Consultant Services (Annual Contract)

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations, or applicable site visits.

The Board reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the Board.

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the

RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE OFFERORS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

D. QUESTIONS ABOUT THE RFP:

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED “DO YOU HAVE QUESTIONS ...” WITHIN THIS PROPOSAL PACKAGE.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer’s responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business

enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law

upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuses for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

REQUEST FOR PROPOSAL
PUBLIC EMPLOYEE RETIREMENT SYSTEMS PENSION
AND BENEFIT TRUST FUND (“THE FUND”)
INVESTMENT CONSULTANT SERVICES TO INCLUDE:
CONSULTING, CUSTODIAL AND FIDUCIARY SERVICES

SECTION I

A. INTRODUCTION

Columbus is a political subdivision of the State of Georgia created by virtue of a Constitutional Amendment authorizing the consolidation of the County of Muscogee with the City of Columbus, as ratified in a general election held on November 5, 1968. Commencing January 1, 1971 Columbus became a consolidated city-county government, its territorial limits covering 220 square miles of what had been Muscogee County. Columbus Consolidated Government may be referred to as "The City" in this RFP. This RFP is being issued by the Columbus Consolidated Government on behalf of The Pension Fund Board of Trustees.

The Pension Fund Board of Trustees is responsible for the administration of the Columbus, GA Public Employee Retirement Systems Pension And Benefit Trust Fund (the Fund), to include the Major Disability Income Plan, the Death Benefit Plan, the General Government Plan, and the Public Safety Plan. The Major Disability Plan provides benefits to full-time employees who become disabled due to sickness or injury. The Death Benefit Plan provides life insurance for retirees who, on the day prior to retirement under the Columbus, Georgia Employees’ Retirement Fund, are insured for group life insurance under the Columbus, Georgia Employees’ Group Insurance Plan. The Public Safety Plan is a multiple-employer plan that includes full time sworn officers of the Columbus Consolidated Government and the Airport Commission. The General Government Plan is a multiple-employer plan that includes all other full time employees of the Columbus Consolidated Government, the Columbus Water Works, the Airport Commission, the Hospital Authority, the Columbus Trade and Convention Center, and the Golf Course Authority.

As of June 30, 2019, the Pension Trust Funds exceeded \$475 million.

The Columbus Consolidated Government provides a full range of service to its citizens. This includes public safety, transportation, sanitation, judicial, health and social services, recreation, community development, and other governmental services.

Columbus is the third largest City in the State of Georgia and is the hub of an MSA that includes Phenix City, Alabama and the Fort Benning Military Reservation as well as surrounding counties that are linked socially and economically to Columbus.

Detailed information regarding the operating budget and audited financial statements for the Columbus Consolidated Government may be found at www.columbusga.org following the link to the Finance Department.

B. PURPOSE

It is the intent of Pension Board of Trustees (the Board) to enter into an annual contract with a qualified investment-consulting firm that can offer the highest quality and the most cost efficient service to the retirement system, while optimizing the return on investments for the benefit of the fund.

C. TERM OF CONTRACT

- 1) The term of this contract shall be for a period of five (5) years, beginning March 1, 2020 through February 28, 2025.

It should be noted that multi-year contracts might be continued each fiscal year with approval from the Board.

- 2) **Termination for Convenience:**

It is the intent of the Board to allow contract termination by either party by giving written notice to the other party no later than 120 days before the termination date. This provision can be exercised only after the contract has been in effect for three (3) calendar months. In this event, the awarded investment-consulting firm shall be entitled to just and equitable compensation for satisfactory work completed.

D. RECEIPT OF QUESTIONS

All questions regarding this RFP must be submitted in writing by 5:00 p.m., November 10, 2019, (via e-mail to the Purchasing Division, attention Sandra Chandler, bidopportunities@columbusga.org; or fax 706-225-3033). Questions will be answered in writing in the form of an addendum and will be posted. **Telephone questions to Public Officials, City Employees or the Board will not be accepted.** Only responses issued in writing will be binding.

E. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

F. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form I)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the Board, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

G. E-VERIFY/GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm). To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

SECTION II

A. MINIMUM QUALIFICATIONS

Firms wishing to submit a proposal in response to this RFP, must at a minimum:

1. Maintain a full-service home office or branch in Columbus, Georgia.
2. Have expertise on its staff to provide a full range of investment consulting services for the Fund as requested.
3. Attend all Pension Board meetings, sub-committee meetings, and special called meetings.
4. Have the expertise on its staff to provide market outlook, projections, analysis, and benchmark performance comparisons.
5. Demonstrate appropriate experience servicing clients with similar municipal pension plans.
6. Possess knowledge of all relevant state of Georgia retirement system statutes, including but not limited to O.C.G.A. Title 47.

B. TERMS AND CONDITIONS

1. In the event the proposer to whom the contract is awarded does not execute a contract within fifteen (15) days after such award, the Fund may give notice to such proposer of intent to award the contract to the next most qualified proposer, or to call for new proposals.
2. **By submitting a proposal, the proposer certifies it has read and understands this RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.**
3. The term of the contract will be for five (5) years. The contract will terminate at the close of each fiscal year but will automatically renew without positive action by the Board.
4. After the contract period has been completed, the awarded firm agrees to maintain all terms of the contract during a transition period of at least ninety (90) days while any accounts are closed.
5. If the awarded firm does not meet its quality standards, as presented in this proposal, the Fund will be refunded all or part of the monthly fees.

C. SCOPE OF INVESTMENT SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant shall provide the following services under the general direction of the Board.

1. The Investment Consulting firm shall act as Custodian of pension assets and Fiduciary Services Provider.
2. The consultant shall provide qualitative analysis for each of the Plans' managers or funds including ongoing reviews of the funds organization, portfolio management, research and operations staff, investment philosophy, buy/sell decision making and implementation capabilities.
3. On a monthly, quarterly and annual basis the consultant shall provide performance analysis, including performance of individual investment managers as well as the aggregate of all asset classes. The analysis shall include an analysis of returns, comparison to applicable

benchmarks and such other matters as the Trustees shall request.

4. The consultant shall perform daily monitoring of managers, identify performance or personnel issues, contact managers to discuss any issue identified, and provide advice to include recommendations concerning manager probation and termination, in accordance with the Pension Investment Policy.
5. The consultant shall serve as a liaison with the managers and conduct any required negotiations necessary including but not limited to fee structure.
6. The consultant shall understand and comply with the Pension Investment Policy, review the current investment policy on a regular basis and make appropriate recommendations for changes.
7. The consultant shall attend the monthly investment review meetings of the Trustees and any sub-committee meetings. Occasionally special meetings will also require attendance.
8. The consultant shall provide analysis and assist in the hiring of investment managers and or funds including:
 - a. Providing access to a database of investment managers/funds including their philosophies, organizations, performance and clients. Manager information should be available for a wide range of investment managers/funds including domestic, international and emerging markets equity managers, domestic, international and global fixed income managers.
 - b. Conduct searches for investment managers/funds including the screening of prospective managers and recommendation of finalists: preparation of background material for the Trustees; participation in the interviewing of managers/funds, providing analysis concerning manager selection to the Trustees; recommendation concerning selection of managers/funds; preparation and maintenance of documentation of the process; and performing appropriate due diligence with regard to the newly hired investment managers/funds.
9. The consultant shall recommend a sub-committee be formed to evaluate any manager selection or other issue needing more detailed analysis than is warranted at the monthly Trustee meetings. After a sub-committee has been appointed, the consultant will schedule meetings. The outcome of any sub-committee meeting will be brought forth by the consultant at the following Trustee monthly meeting.
10. The consultant shall provide Asset Allocation analysis at each monthly Trustee meeting and make recommendations for any changes needed.
11. The consultant shall provide market outlook and projections at each monthly Trustee meeting.
12. The consultant shall coordinate information with the actuary on an annual basis and set up any meetings required to discuss actuarial needs. Communication with the actuary will be required on specific investment issues requested by the Trustees.
13. The consultant shall perform specialized studies or reports and provide ongoing research analysis and advice as requested by the Trustees.
14. The Pension Fund Board of Trustees consists of municipal employees and community leaders.

- a. The consultant shall be able to educate the board members regarding laws, accounting, and market conditions as they relate to investment decisions and performance.
 - b. The consultant shall create an orientation package for new Trustee members to become familiar with the investment strategies and funding for the Plan.
 - c. The consultant shall provide Board training as requested by the Board chair to assist members in meeting the requirements of O.C.G.A. §47-1-17.
15. The consultant shall complete all paperwork required in the litigation of Class Action suits involving past or present pension assets.
16. The consultant shall assist in the completion of government surveys.
17. The consultant shall assist with investment related budgetary impacts and strategic advisement.

D. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit*, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

Offeror’s proposal submission shall include the following sections:

PART A: TECHNICAL PROPOSAL

Section 1: Transmittal Letter

The transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name and email of contact person(s) during this proposal process. The transmittal letter must contain a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized agent of the firm must sign the transmittal letter. In addition, please complete *Exhibit C*.

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 2)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; **failure to do so will render the firm’s proposal non-responsive and ineligible for further consideration.** To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. **It is the vendors’ responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.**

Section 4: Communication Concerning This Solicitation

Complete the form titled *Communication Concerning This Solicitation* (**Form 3**)

Section 5: Qualifications and Experience

- a. Describe in detail the firm's ability and experience (Complete **Exhibit A**, Section I – X and **Exhibit B**).
- b. Resumes and job descriptions must be provided for all key account executives designated to service this account.

Section 6: Contract Signature Page

Complete **Form 6**. Trustee officials will sign the awarded vendor's copy after the Board has approved the contract award.

Section 7: Other Information

Any supplemental information thought to be relevant, but not applicable to a specific section, should be provided as an appendix to the proposal as a separate tabbed section marked "Appendices".

PART B: BUSINESS DOCUMENTS

IN A SEPARATE ENVELOPE, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

Business Requirements

A. Provide Insurance Checklist (**Form 1**) *or provide a Certificate of Insurance*

B. Form W-9 (**Form 4**)

C. Provide a copy of a current valid business license.

Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

D. Complete the Non-Collusion Affidavit (**Form 5**)

E. PROPOSAL EVALUATION PROCESS

1.0 RFP EVALUATION

Each proposal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation Weight	Weight
A. Stability and General Experience of the Firm	20%
B. Depth and Experience of Personnel	30%
C. Performance Reporting	5%
D. Investment Manager Recommendation and Management	15%
E. Research and Analytics	15%
F. Fees	15%

Each of the above criteria (A - F) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance and submitted to the Board. The Board may choose to award the contract to the top ranked firm or select several firms for further presentations.

INSURANCE CHECKLIST

RFP No. 20-0007

PUBLIC EMPLOYEE RETIREMENT SYSTEMS PENSION AND BENEFIT TRUST FUND (“THE FUND”) INVESTMENT CONSULTANT SERVICES (ANNUAL CONTRACT)

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker’s Compensation and Employer’s Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
	22. Pollution	\$2 Million per occurrence/claim	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show Bid Number and Bid Title		

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate of Insurance.

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
and

House Bill 87, also known as,
The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”**. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”**

***In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.

Information is available at: http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm

FORM 2

CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

Public Employee Retirement Systems Pension and Benefit Trust Fund (“The Fund”) Investment Consultant Services (Annual Contract)

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ___ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm’s proposal non-responsive and ineligible for further consideration.

“GEORGIA SECURITY AND IMMIGRATION COMPLIANCE”
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with

(Name Of Contractor)

on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Public Employee Retirement Systems Pension and Benefit Trust Fund (“The Fund”) Investment Consultant Services (Annual Contract)

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

“GEORGIA SECURITY AND IMMIGRATION COMPLIANCE”

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and

(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Public Employee Retirement Systems Pension and Benefit Trust Fund (“The Fund”) Investment Consultant Services (Annual Contract)

Name of Project

Columbus Consolidated Government _____
Name of Public Employer

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

FORM 3

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR’S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR’S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED “QUESTION/CLARIFICATION FORM” TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) *BUSINESS* DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

								-							
--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

S P E C I M E N

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He (she) is the (owner, partner, officer, representative, or agent) of _____ the Contractor, that has submitted the attached proposal.
- (2) He (she) is fully informed respecting the preparation and contents of the attached proposal and all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and not a collusive or sham bid.
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached proposal or of any other Contractor, or, to fix any overhead, profit or cost element of the attached cost proposal or the cost proposal of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Consolidated Government of Columbus, Georgia or any person interested in the proposed contract; and,
- (5) The prices provided in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employers, or parties in interest, including this affiant.

_____ (Signed) _____

_____ (Title) _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Name: _____

Title: _____

My commission expires: _____

FORM 6

**CONTRACT SIGNATURE PAGE
PUBLIC EMPLOYEE RETIREMENT SYSTEMS PENSION AND BENEFITS
TRUST FUND (“THE FUND”) INVESTMENT CONSULTANT SERVICES
(ANNUAL CONTRACT)
RFP NO. 20-0007**

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Witness as to the signing of the contract

By: _____
Signature of Authorized Representative Date

Witness as to the signing of the contract

(Corporate seal, if applicable)

Print Name and Title of Signatory

Company: _____

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____ Fax _____

Telephone: _____ Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ___ day of _____ 20__

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

**Columbus Consolidated Government
COLUMBUS, GEORGIA
PUBLIC EMPLOYEE RETIREMENT SYSTEMS PENSION
AND BENEFIT TRUST FUND (“THE FUND”)
INVESTMENT CONSULTANT SERVICES - 2014**

SECTION I - ORGANIZATION AND BACKGROUND

1. Please list your firm’s complete name, address, voice telephone, fax number, email address and website. Include the name and title of your proposed Primary Consultant and the location from which the consulting work will be done.
2. Please provide a brief history, going back to inception of your firm and your parent organization. Have there been any significant developments in your organization, such as changes in ownership, restructurings, or personnel reorganizations within the past three years? Do you anticipate future significant changes in your organization?
3. Please describe the ownership structure of your organization giving specific details with regards to your parent and any affiliated companies. Include an Executive Summary of not more than three (3) pages identifying and substantiating the basis of the respondent’s contention that it is best qualified to provide the requested services for the Fund. Please address what it is that your firm offers to the Fund that competing firms cannot offer.
4. How many years has the firm been providing pension-consulting services to DB plans, Public Plans, and Corporate Plans? Please include the categories of services available to clients during this period.
5. Please describe the financial condition of your firm and **include a copy of the firm’s audited financial statement for the most recent annual reporting period.**
6. Is your firm, its parent or affiliate, a Registered Investment Advisor with the SEC under the Investment Advisor Act of 1940? If not, what is your fiduciary classification? Please state whether your firm is or is not, a fiduciary as the term is defined by the Employee Retirement Income Act of 1974 (ERISA).
7. Does your firm have a written Code of Conduct or Ethics? Please state whether your employees comply with the Code of Ethics and Standards of Professional Conduct of the CFA Institute or a comparable code of conduct standard?
8. Has the firm, the Primary Consultant(s), or any other Officer or Principal been involved in any litigation or other legal proceedings or any government investigation or regulatory process involving allegations of fraud, negligence, and criminal activity, violation of law or regulation, or breach of fiduciary duty relating to pension consulting activities over the past five year? If so, provide an explanation and indicate current status.
 - Please provide a description of any litigation of discrepancy action in which your firm is presently engaged, or was subject to in the past five years that involved any fine or for which you are subject to any professional disciplinary action.
 - Please describe any current situation about which you reasonably believe my present a conflict of interest or create the appearance of a conflict of interest in the event that your firm is selected to perform the services called for under this RFP.

SECTION II – DEPTH AND EXPERIENCE OF PERSONNEL

9. Provide an organizational chart, across all offices, of the investment-consulting portion or your firm’s business. List the number of employees, professional and support, in each function and/or location. Indicate any areas of special pension consulting expertise, or designations (i.e. CFA,CIMA, FSA, etc) these individuals possess.
10. Please name and include a brief resume of the person(s) you propose to be Primary Consultant(s) primarily responsible for the relationship(s) with the Board. Estimate the percentage of their time dedicated to the Fund. Identify specific areas of expertise relating to pension consulting.
11. Provide an organizational chart specific to the consulting group which would be handling the Fund, including all individuals, functions, positions and titles, with brief resumes.
12. Explain how the Consultant(s) and the team dedicated would function, including Lead Person, back up, quality control procedures and support services.
13. Please explain the procedure for addressing the Fund issues when the Primary Consultant(s) or other assigned personnel are traveling or unavailable.
14. Please describe your firm’s back up procedures in the event the key personnel assigned to the Fund account should leave the firm. If applicable, give an example of a situation where this procedure has been utilized.
15. Please indicate the turnover of professional staff (Senior Management and Consulting Personnel) over the past five years.
16. Please list key Senior Staff hires over the past five years.
17. Describe your firm’s compensation arrangement for professional staff. How does this arrangement encourage the retention of key individuals?

SECTION III – CLIENT BASE

18. Please indicate the composition of your client base using percentages for each of the following; Public Pension Funds, Corporate Pension Funds (DB), Corporate Pension Funds (DC), Foundations, Endowments, Board Designated Funds, and others.
19. Please provide a current list of your ten largest clients including name, contact, telephone number, asset values, number of years the client has retained your firm and product or service the client uses. Include clients that are similar to the Fund in assets. Submission of the proposal shall constitute agreement that the Board may contact any of the clients as references.
20. Please give details on the number, name(s) and asset values of any client relationships that were either terminated or not renewed in the last three years with reasons for the termination or non-renewal.
21. Please give details on the number, name(s) and asset values of any new client relationship gained in the last three years.
22. Please explain your firm’s goals and desires for expansion, particularly how such goals pertain to accepting new client business and the quality of service to all clients. Is there a limit to the number

of new clients your firm will accept? At what point will you need to add additional staff? What are the client/consultant ratios of both the firm and the proposed Primary Consultant?

SECTION IV – INVESTMENT POLICY ANALYSIS AND ASSET ALLOCATION

23. Describe your general approach to controlling risk.
24. Describe your firm's involvement in preparing guidelines for investment managers/funds.
25. Discuss in detail the theory and methodology of your asset allocation model. How does your firm develop asset class assumptions, including returns, risks, correlations, constraints, and scenario forecasting? Include a sample asset allocation report with your response.
26. Explain how your firm interacts with the Plan's Actuary? Please describe your working knowledge of actuarial issues relating to DB plans.
27. Explain your process for recommending an overall portfolio structure for DB plans, giving particular attention to its relationship with the investment policy and asset allocation plan.
28. Outline your process for maintaining and providing a continuous review of investment policy, asset allocation and portfolio structure.

SECTION V – PERFORMANCE REPORTING

29. Please give a brief overview of the hardware and software systems used in the production of performance reports. Is the software developed in-house? Is any production work subcontracted to another firm? Do you offer on-line capability to clients?
30. Discuss the International Equity, International Fixed Income and Emerging Markets capabilities of your performance evaluation system. Do you have the capabilities of handling currencies other than the US dollar, and how many clients use this capability?
31. What methods and sources of data do you use in calculating investment performance of a client's portfolio? Do you comply with CFA Institute standards for rate calculation? Do you reconcile your calculated performance with investment managers? Describe this process.
32. Describe how benchmarks are chosen or developed and how performance is compared to similar portfolios.
33. What amount of input may the client have in the content and format of an investment performance evaluation report? Is there flexibility in producing non-calendar period results?
34. What quality control processes and written procedures do you have in place? Include a sample performance evaluation report with your response.
35. Please describe your firm's process for monitoring investment managers. Relate the process to a client's goals, objective, guidelines and investment policy. Specifically include the monitoring of performance, risk, style integrity, contract compliance, account restrictions, activities creating potential conflicts of interest, reporting requirements and trading costs.

SECTION VI – PORTFOLIO ANALYTICS CAPABILITIES

36. Describe your firm's methodology and sources of data for analyzing and evaluating existing or

potential manager's/funds performance.

37. Does your firm maintain a database of investment managers and funds? Is this database in-house built or vendor bought? If vendor bought, what vendor did you purchase the database from? How many manager/funds are contained in the database?
38. Describe the screening variables and capabilities of the database. Describe the capability of providing custom reports.
39. Do you or your vendor charge direct or indirect fees to investment managers to be included in your firm's database? What are the fees? How do you prevent conflicts of interest?
40. If you have an in-house database, do you sell it to third parties? How do you receive compensation?
41. Describe your firm's criteria for recommending a manager/fund be placed on probation or a watch list, removed from such, or replaced?

SECTION VII – INVESTMENT MANAGER/FUND SEARCHES

42. Please list the number and types of investment manager/fund searches you have completed over the last twelve months.
43. Please describe in detail the process used to screen, evaluate and select prospective investment managers/funds.
44. Please detail the **quantitative** screening criteria used for the various asset classes and styles in an investment manager/fund search.
45. Please detail the **qualitative** information evaluated for the various asset classes and styles in an investment manager/fund search.
46. Do you charge investment managers/funds any direct or indirect fees when they are successful in manager/fund searches that you conduct on behalf of your clients? What are the fees? How do you prevent conflicts of interest?

SECTION VIII – RESEARCH

47. Describe the internal structure and organization of your research department. If no separate department exists describe how this function is performed.
48. Describe the manner in which external resources and sources of information are used in the research process. How does your firm integrate internal and external research? Describe how you bring new investment ideas to your clients and how you determine/recommend the appropriateness for each individual client.
49. Please describe in detail the type and frequency of research provided to the Board. Through what media would it be provided?
50. Describe the educational capabilities that can be provided to the Board. Is one-on-one, classroom, or seminar environments available? Is your internal staff or external resources used? Can you create an orientation package for new Board members on the investment structure of the various plan and fund assets? Do you have a prepared training curriculum designed to assist Board members with satisfying the requirements of O.C.G.A. 47-1-17?

SECTION IX – FEES

- 51.** Please provide fee structure options to include both a flat fee and basis point structure and components included in both fee structures. Identify and disclose any fees imbedded in the fee structure. Offeror must include any other cost necessary to perform the requirements of the RFP specifications.
- 52.** Please provide your views on the fee structure recommended or proposed.

SECTION X – REQUIRED SAMPLE REPORTS

- 53.** Please provide samples of the each of the following types of reports.
 - Quarterly Manager Performance Report
 - Manager Search Analysis

EXHIBIT B

EXCEPTIONS AND ALTERNATIVE SERVICES

Please fully explain any exceptions to the RFP's specifications and any alternative services you propose in their place. Costs of these exceptions and alternative services should be included.

EXHIBIT C

TRANSMITTAL INFORMATION

REQUEST FOR PROPOSAL: Public Employee Retirement Systems Pension and Benefit Trust Fund (“The Fund”) Investment Consultant Services (Annual Contract)

PROPOSAL SUBMITTED BY: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

Authorized Representative: _____
(Signature)

Authorized Representative: _____
(Typed Name)

By signing this proposal, the undersigned, as an officer, principal, or partner of the firm, certifies that this proposal is made without any understanding, contract, or connection with any other person, firm or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and is free of collusion and fraud. **The undersigned Proposer understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete.** The undersigned represents that the Proposer accepts and this proposal complies with the terms, conditions, mandates, and other provisions of the Proposal Documents.

Further, the signing of this proposal is a representation that Proposer has read and understands the Proposal Documents, and that the various statements required by the Proposal Document package and contained in this Proposal are true.

CHECKLIST

PUBLIC EMPLOYEE RETIREMENT SYSTEMS PENSION AND BENEFIT
TRUST FUND (“THE FUND”) INVESTMENT CONSULTANT SERVICES
(ANNUAL CONTRACT)
RFP No. 20-0007

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- 1. THE CONTRACT SIGNATURE PAGE HAS BEEN SIGNED.
- 2. THE PRICES HAVE BEEN CHECKED.
- 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- 4. ALL PROPOSAL SUBMISSION REQUIREMENTS.
- 5. ENVELOPE INCLUDES **ONE** (1) ORIGINAL AND **NINE** (9) COPIES OF PROPOSAL RESPONSE. *(Please only send one copy of “Business Requirements”).*
- 6. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

**Columbus Consolidated Government
Purchasing Division – Attn: Sandra Chandler
5th Floor, Tower Bldg
100 10th Street
Columbus, Georgia 31902-1340**

- 7. THE MAILING ENVELOPE/PACKAGE HAS BEEN SEALED AND MARKED WITH THE:

TITLE: **Public Employee Retirement Systems Pension and Benefit Trust Fund (“The Fund”) Investment Consultant Services (Annual Contract)**
NUMBER: **RFP No. 20-0007**
OPENING DATE: **November 15, 2019**



Please only submit what is required; keep the remaining pages for your records.

*** Opening date subject to change by Addendum**