



## **REQUEST FOR PROPOSAL**

ACTUARIAL CONSULTING SERVICES

**RFP # O-2023-1**

Issued December 19, 2022

**IPERS will receive proposals until 4:00 p.m., Central Standard Time, February 17, 2023, from qualified firms to provide Actuarial Consulting Services. Late proposals will not be considered.**

**Date Proposals Due: February 17, 2023**

**Contract to begin no later than July 1, 2023**

**Iowa Public Employees' Retirement System**

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## PART 1

### *PURPOSE, DEFINITIONS, MINIMUM QUALIFICATIONS AND SCOPE OF SERVICES*

#### A. PURPOSE

1. This Request for Proposal ("RFP") is issued by the Iowa Public Employees' Retirement System ("IPERS" or "System") for the purpose of hiring an actuarial consulting firm ("Actuary") to provide services to the System. The Actuary will provide all required services in accordance with federal and state statutes and the contract between the System and the Actuary. Retention of the Actuary and approval of all recommended actuarial assumptions and methods are responsibilities of the IPERS Investment Board. Negotiation, execution, and amendment of the Contract, and operational oversight of services provided under the Contract, are responsibilities of IPERS' Chief Executive Officer.
2. IPERS is a contributory, multiple-employer, cost-sharing defined benefit public employee pension plan. Over 1,940 employers participate in the System. IPERS serves nearly 400,000 active, inactive, retired members and annuitants. The System was created under Iowa Code Chapter 97B. Complete background information, including the System's 2022 Actuarial Valuation Report and Fiscal Year 2022 Annual Comprehensive Financial Report, may be obtained from the System's website at [www.ipers.org](http://www.ipers.org).
3. This RFP and all addenda will be posted on IPERS' website at <https://www.ipers.org/about-us/requests-proposals>. Bidders are advised to check this web page periodically for any issued addenda to the RFP.
4. Proposals will be accepted from any firm that meets the Minimum Qualifications as stated below and is willing and able to provide the services outlined in this RFP.

#### B. DEFINITIONS

"Actuary" means the legal entity and its officers, employees and agents.

"Calendar Year" means the period beginning January 1 and ending December 31 of any numbered year.

"Consulting Actuaries" means the Principal Actuary and all Supporting Actuaries assigned to and providing services directly to IPERS under this Contract.

"Contract" means the negotiated contract, the terms and conditions of the RFP, the actuary's proposal made in response to the RFP and any written clarifications or changes made in accordance with the provisions herein.

"Fiscal Year" means the period beginning July 1 and ending June 30.

"Full Service Actuarial Consulting" means actuarial valuations, experience investigations, asset/liability studies, actuarial audits and pension consulting services.

"IPERS Regular Membership" is 95 percent of the membership and refers to non-special service members.

"IPERS Special Services Membership" includes a sheriffs and deputies membership group and a protection occupation membership group.

"Membership" means active, inactive, retired and annuitant members.

"Principal Actuary" means the lead and most senior actuary assigned to and providing services directly to IPERS.

"Supporting Actuary" means a less senior actuary that will support the Principal Actuary in providing direct services to IPERS.

### C. MINIMUM QUALIFICATIONS

To be considered as the Actuary for the purpose stated above, the firm must meet all the following minimum qualifications. Failure to do so shall result in rejection of the proposal.

1. The firm must be a professional actuarial consulting firm that provides actuarial valuations, experience investigations, asset/liability studies, actuarial audits and pension consulting services.
2. The firm must have been in existence as a business entity performing such services for a minimum of three (3) years.
3. The firm must have a minimum of five (5) current multiple-employer, public pension plan clients, each client with at least 100,000 members.
4. The Principal Actuary performing the services under the Contract must be a Fellow of the Society of Actuaries and an enrolled actuary. The Principal Actuary must have ten (10) years of experience as a principal consulting actuary providing pension consulting services, experience analysis and valuation assignments for one or more multiple-employer public retirement systems, each with membership of at least 100,000.
5. There must be at least one Supporting Actuary performing services under the Contract who is a Fellow of the Society of Actuaries and an enrolled actuary. The primary supporting actuary must have five (5) years of experience as a principal or supporting actuary providing pension consulting services, experience analysis and valuation assignments for a multiple-employer public retirement system.
6. The firm must be willing to negotiate a performance-based fee arrangement, as required by Iowa law.
7. The firm must accept a contract with no limitation of liability provision and carry liability insurance.

#### D. SCOPE OF SERVICES

All services described in this section shall apply to IPERS' Regular membership and to the two Special Services membership groups. The Consulting Actuaries shall perform tasks, which include, but shall not be limited to, the following:

1. General Contract Administrative Duties:

- a. Load and reconcile IPERS data. IPERS will furnish the Consulting Actuaries with all data and statistical information deemed necessary to perform the specified contract services, provided the data is available in IPERS' records and files. Consulting Actuaries should provide feedback on the content of the data files and make suggestions for modifications to ensure that the full range of data needed for providing actuarial services is maintained. Data will be provided in a form agreed upon by IPERS and the Consulting Actuaries.
- b. Treat all member information as confidential. The Consulting Actuaries are expected to comply with Iowa Code Chapters 22 and 97B regarding the confidentiality of information.
- c. Seek written consent prior to public release of information resulting from the engagement. With respect to any publicity given to the actuarial services provided under the terms of the resulting contract, the Actuary shall identify IPERS as the sponsoring agency and shall not release any information without prior approval of IPERS' Chief Executive Officer or appointed designee. This information includes, but is not limited to, press releases, research and reports.
- d. Communicate directly to the Chief Executive Officer (or appointed designee). IPERS expects the Consulting Actuaries to route all requests, reports and all other communication in connection with this contract through IPERS' Chief Executive Officer or appointed designee.
- e. Document discussion ideas, issues and manage additional services. Share responsibility with IPERS for documenting in writing all ideas and issues raised in discussions and meetings. The Principal Actuary must review, approve and sign all price quotations for additional services, final reports, correspondence regarding actuarial assumptions and other technical issues.
- f. Perform all services within the scope of the contract under the direct supervision of a qualified actuary. The Consulting Actuaries must be regularly engaged in the business of providing actuarial services and meet the Minimum Qualifications outlined in Part 1.C of this RFP. The firm's choice of Consulting Actuaries must be employees of the firm. IPERS reserves the right to reject the firm's choice of Consulting Actuaries and may terminate the Contract if a Consulting Actuary, acceptable to IPERS' Chief Executive Officer, cannot be made available by the firm.

2. Consultation and Advisory Services:

- a. Provide ongoing actuarial consultation and advisory services. These services are provided primarily to IPERS staff in meetings, by telephone calls, written correspondence and reports. The Consulting Actuaries should be available for educational discussions with the Investment Board, Benefits Advisory Committee and/or IPERS staff. IPERS also expects these services to also include public testimony to committees, boards, commissions and legislators. Either the Principal or a Supporting Actuary should be readily accessible to IPERS' Chief Executive Officer or designee within one (1) working day and will be available for meetings within ten (10) working days of a request. The Principal Actuary must have the ability to discuss actuarial theory, actuarial terminology and other matters in lay terms. IPERS expects the Principal Actuary to attend a minimum of four (4) on-site meetings per Contract year to give presentations and/or answer questions.
- b. Prepare various actuarial operating tables and factors. The Consulting Actuaries shall recommend and prepare tables, factors and related information required for operation of the System. These tools include, but are not limited to, mortality tables, option tables for annuitants, present value factors, survivor benefit factors, and factors for service purchase calculations, required reserve figures, and present value calculations. The Principal or Supporting Actuary must be available as requested to assist with implementation and/or validation of the above.
- c. Assist IPERS staff in reviewing new legislation and regulations or proposed changes to existing retirement laws affecting IPERS. Furthermore, the Consulting Actuaries should assist IPERS in developing strategies and recommend specific strategies for resolving any policy or administrative problems associated with implementing new legislation.
- d. Monitor retirement and actuarial industry trends and recommend possible changes in actuarial practices to improve IPERS' financing and benefit structure. Throughout the duration of the Contract, the Consulting Actuaries will inform IPERS of developments in the retirement industry and their effect on the financing and benefit structure of a retirement system. The Consulting Actuaries will apprise IPERS of current trends, standards and advancements within the actuarial profession.
- e. Assist in updating IPERS' Contribution Rate Funding Policy. Consulting Actuaries will assist IPERS in updating and maintaining its Contribution Rate Funding Policy based on IPERS' retirement plan structure and in accordance with industry standards.
- f. Provide advice on specific benefit cases. IPERS may occasionally request that the Consulting Actuaries review individual benefit applications and perform computations related to these specific cases. Historically there have been less than ten (10) such requests per year.

- g. Assist IPERS in the validation of the pension administration system known as I-Que. Following significant upgrades, enhancements or modifications to I-Que, IPERS may request the Consulting Actuaries to test and validate key provisions of the calculations.

3. Valuation Services:

- a. Perform annual actuarial valuations. The Consulting Actuaries shall provide an annual actuarial valuation of the assets and liabilities of the System as of June 30 of each year. This includes separate valuations and separate contribution rate determinations for the Regular membership and the two Special Services membership groups. An actuarial valuation report shall be submitted to IPERS no later than the following fifteenth of November. The report shall include the results of the valuation, the certification of contribution requirements for participating employers and employees and comments on the actuarial condition and funding progress of the System. The annual valuation reporting requirements also include preparation of the required disclosure statements, or information from which such disclosure statements may be developed, as required by the Governmental Accounting Standards Board (GASB) and/or Government Finance Officers Association, as applicable. The actuaries shall present the report to the Investment Board at its December meeting.
- b. Prepare annual comprehensive financial report letter, summary and supplementary tables. The Consulting Actuaries will annually prepare a letter and summary of the annual actuarial valuation including supplemental required tables for financial report for reproduction in IPERS' annual comprehensive financial report. In conjunction with this report, the Consulting Actuaries shall prepare a written report, including calculation compliant with GASB Statement No. 67. All submissions should be delivered to the System no later than the fifteenth of November.
- c. Provide GASB Statement No. 68 services. The Consulting Actuaries shall advise and assist IPERS in the preparation of GASB 68 compliant schedules and exhibits. This includes, but is not limited to, the calculation of collective pension expense, collective net pension liability and collective deferred inflows and outflows for the System as a whole, as well as the collective amount by each of IPERS' three membership groups. Submission should be delivered to the System no later than the fifteenth of February.
- d. Certify IPERS' financial ability to increase the November dividend. The work of the annual actuarial valuation also includes a determination of IPERS' financial ability to increase the November cost-of-living dividend (Iowa Code section 97B.49F(1)), within the contribution rate in effect at the time of the payment of the November dividend.
- e. Provide a modeling tool for use by IPERS. Develop and deliver a modeling tool for use by IPERS based on the most recent year's valuation results, current plan provisions and Contribution Rate Funding Policy. The model shall project actuarial and required contribution rates, asset and liability measures, the unfunded actuarial liability, funded ratio and benefit cash flow projections for the retirement

- benefits. These projections shall be made for the Regular membership group and for each of the two Special Services membership groups. The model will allow IPERS to make projections based on variable investment returns, alternative investment return assumption rates, amortization periods, contribution rates and future payroll growth scenarios. The System shall be responsible for obtaining and maintaining the software necessary to run the model. The model shall be updated and provided to IPERS within sixty (60) calendar days after completion of each annual valuation. The Consulting Actuaries shall provide the necessary training and, upon request, technical assistance to the System.
4. Additional Contract Services and Deliverables. IPERS anticipates that the Consulting Actuaries will perform the services identified below on an as-needed basis:
- a. Conduct experience studies. When requested, conduct experience studies for IPERS and make recommendations for changing actuarial assumptions and/or the actuarial methods, as appropriate, for presentation to IPERS' Chief Executive Officer and the Investment Board. The next experience study to be conducted shall cover the time-period from July 1, 2021, through June 30, 2025. The results shall be presented to the Investment Board at their June 2026 meeting. Any assumption or actuarial method changes that are approved by the Investment Board shall then be used in the 2026 annual valuation. This cycle will be repeated at least every four (4) years.
  - b. Conduct asset/liability studies. The Consulting Actuaries may be requested to conduct asset/liability studies and modeling to assist IPERS in planning. A comprehensive asset/liability study may be undertaken within the next several years. This may include the study of plan design changes.
  - c. Assist IPERS in plan mergers. Iowa Code section 97B.42C allows municipal water utilities or waterworks to merge their pension plans with IPERS if mutually acceptable. The Consulting Actuaries shall assist the System in determining the terms and conditions of any such merger.
  - d. Conduct actuarial cost studies. The Consulting Actuaries may be requested to provide timely actuarial analysis and financial impact estimates of proposed statutory amendments or actuarial assumption changes. Examples of recent studies include moving a class of members from Regular membership to protection occupation membership, changing the investment return assumption, cost-of-living studies and modifying normal retirement provisions.
  - e. Perform other services as requested. The Consulting Actuaries may be requested to provide other consulting services or develop reports, which are not specifically listed in this scope of services. These services and/or reports will be negotiated individually with the Actuary on an as needed basis.

The scope of services defined in the final Contract between IPERS, and the Actuary will be binding and will supersede this section of the RFP if different from the scope of services defined here.

## PART 2

### *ADMINISTRATIVE AND PROPOSAL SUBMISSION INFORMATION*

#### A. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Firms responding to this RFP must provide written answers to the questions posed in Part 3 of this RFP. All proposals must be complete in every respect and must answer concisely and clearly all questions proposed by the RFP. Late proposals will not be considered.
2. Proposals shall be submitted with a cover letter stating in the affirmative that the **firm meets each and all the minimum qualifications listed in Part 1.C of this RFP**, that the firm's proposal is binding for 180 days from the date of the proposal and that the firm is able and willing to provide the type and level of services required to fulfill the services proposed in this RFP. The cover letter and the offer made by the proposal, and any clarifications to that proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a Contract. The cover letter must also identify any sections of the proposal that the firm is identifying as confidential (See Disclosure of Proposal Content below).
3. Proposals should follow the order of questions as they are asked in Part 3 of this RFP. In response to each question asked in Part 3, restate the **main** question (denoted by a number and/or a letter) in bold font followed by your answers stated in regular font. Responses should be thorough and answer the specific question asked, including the issues addressed in any bullet points following a question.
4. Supporting material must be clearly referenced to the appropriate question posed in Part 3. Information and materials which are strictly promotional in nature should not be used. The submission of such material may serve to disqualify the firm from further consideration.
5. Communication regarding this RFP or the firm's proposal shall only be made to the RFP Coordinator identified in item 8 below, and firms shall not discuss the RFP or their proposal with other IPERS staff, Board members or IPERS' consultant. Firms will be given the opportunity to submit written requests for clarification of questions or terms contained in the RFP. In all cases, verbal communications will not override written communications.
6. IPERS reserves the right to amend this RFP at any time prior to the RFP submission deadline. In the event it becomes necessary to amend the RFP, all firms that were provided with the original RFP and those firms that responded to the original RFP, will be provided with the amendment. In addition, the amendment will be posted in the same manner as provided in Part 1.A.3 of this RFP. A firm's response to this RFP must include an acknowledgement of all such amendments.
7. **Proposals must be received no later than 4:00 p.m. CST, February 17, 2023.**

8. A firm must submit its proposal **only** as an electronic file via email to [melinda.mcelroy@ipers.org](mailto:melinda.mcelroy@ipers.org). The email should be clearly marked with the subject "RFP # O-2023-1 Submission." Firms submitting proposals that do not meet the minimum requirements will be so notified.

The RFP coordinator is:

Melinda McElroy  
Iowa Public Employees' Retirement System  
7401 Register Drive, Des Moines, IA 50321  
Phone: (515) 281-0070  
Email: [melinda.mcelroy@ipers.org](mailto:melinda.mcelroy@ipers.org)

#### B. REJECTION OF PROPOSALS

1. IPERS reserves the right to reject without penalty any or all proposals in whole or in part received by this request, due to noncompliance with the requirements of this RFP or for any other reason. Issuance of this RFP in no way constitutes a commitment by IPERS to award a contract or to enter into a contract with a successful bidder. IPERS further reserves the right to cancel this RFP, to issue a new RFP or to award a contract in whole or in part if deemed in the best interest of IPERS. The RFP and the RFP process are for the sole benefit of IPERS and its members. IPERS will not pay for any information herein requested, nor is it liable for any costs incurred by the submitting firms.
2. Firms whose proposals do not meet the minimum qualifications will be so notified. After evaluation of the proposals, selection and approval by IPERS, all firms will be notified of the successful firm.
3. IPERS reserves the right to not hire or to defer the hiring of a firm for these services.

#### C. DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that the content of bidders' proposals be maintained in confidence prior to the issuance of a notice of intent to award a Contract. If IPERS issues a notice of intent to award a Contract at the conclusion of the selection process, the contents of all proposals, excluding confidential information, will be placed in the public domain and open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld, but only if designation of such sections is stated in proposing firms' cover letters and confidential information is ***clearly identified*** as such on each of the applicable pages within the body of the proposal.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential shall be deemed non-responsive and disqualify the firm.

**If the firm designates any portion of the RFP as confidential, the firm must submit an electronic "excised copy" of the proposal with its email submission from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Part II.A.8 of this RFP.** The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The firm's failure to request confidential treatment of material shall be deemed by IPERS as a waiver of any right to confidentiality, which the firm may have had.

D. PROPOSAL OBLIGATIONS

The contents of the proposal and any clarifications thereto submitted by the successful firm shall become part of the contractual obligation and will be incorporated by reference into the ensuing Contract.

E. DISPOSITION OF PROPOSALS

All proposals submitted become the property of IPERS.

F. GRATUITIES

1. The laws of Iowa provide that it is a felony to offer or promise to give anything of value or benefit to a state employee with the intent to influence that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.
2. IPERS provides reimbursement for transportation, lodging, meals and miscellaneous expenses for its employees.
3. IPERS employees are subject to stringent statutory restrictions relative to acceptance of gifts, meals, lodging or transportation from any service contractor. Except for expenses associated with attending Actuary-sponsored educational conferences, and only to the extent such expenses are covered by the Actuary for its other clients, no meals or travel expenses may be provided or subsidized by an Actuary for IPERS employees.

G. ETHICS POLICY

IPERS' staff and Board members are subject to an Ethics Policy adopted by the Investment Board (which can be viewed at <https://ipers.org/investments/investment-policy>). The Ethics Policy requires firms and their agents to disclose campaign contributions made to campaigns for public elective office of IPERS staff and Board members. If your firm is selected as a semifinalist, you will be required to disclose any campaign contributions made by the firm and/or its employees or agents to any campaign for public elective office of IPERS Board and staff members or their spouses within the previous two (2) year period.

H. IOWA STATUTES AND RULES

The terms and conditions of this RFP and the resulting Contract shall be construed in accordance with the laws of Iowa. Whenever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the state of Iowa.

I. SIGNATURE OF ACTUARY'S AGENT

The offer made by the proposal, and any clarifications to that proposal, shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a Contract.

J. AWARD OF CONTRACT

IPERS reserves the right to award this Contract not necessarily to the firm with the lowest fee and cost proposal, but to the firm which will provide the best match to the requirements of the RFP. The successful firm will be determined in accordance with the evaluation criteria defined by IPERS.

K. EVALUATION OF PROPOSALS

An Evaluation Committee will evaluate and score proposals received, select finalist firms, conduct finalist interviews and recommend a finalist firm to the IPERS Investment Board. The Investment Board will make the final Actuary selection.

L. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Services to be provided	30%
Project team and firm experience	40%
Fees	30%

M. THE RESULTING CONTRACT

The Contract that IPERS expects to award as a result of the RFP will be based upon the proposal submitted by the successful firm and this RFP. The Contract between IPERS and the firm shall be a combination of the specifications, terms and conditions of the RFP, the offer contained in the proposal submitted by the firm, any written clarifications or changes made in accordance with the provisions herein and any other terms deemed necessary by IPERS.

IPERS requires the terms and conditions contained in Part 4 to be included in its Contract with any service provider. Therefore, you should consider the terms and conditions in Part 4 as **not negotiable** and assume that the terms and conditions, as written therein, will be included in any Contract executed between IPERS and the firm.

IPERS will issue a notice of intent to award if or when a winning proposal has been selected. The firm submitting the winning proposal will then be required to enter discussions with IPERS to negotiate and finalize a Contract before an award is made. IPERS' contract template will be used in the negotiation process. These discussions are to be finalized and all exceptions resolved within three (3) weeks of notification; if not, the firm's proposal may be rejected, and discussions may be initiated with other firms that submitted proposals meeting the RFP's minimum qualifications. Negotiated provisions must be consistent with the firm's offer; furthermore, no negotiated provision of any proposed Contract shall, in the sole discretion of IPERS, affect the evaluation criteria set forth in this RFP, or give the successful firm a competitive advantage.

**By submitting a proposal, each firm acknowledges its acceptance of the terms and conditions set forth in this paragraph M and Part 4.**

N. TERM OF CONTRACT

The resulting Contract shall have an initial three-year term commencing no later than July 1, 2023, and shall be eligible for up to a three (3) year extension, subject to mutual agreement. The resulting Contract may be terminated at IPERS' discretion, with or without cause, after thirty (30) days written notice to the Actuary. Should the term of the Contract be extended for a total term of six (6) years, a competitive search would be conducted for the subsequent actuarial consulting services Contract. The firm selected from the current search will not be prohibited from submitting a proposal for the subsequent Contract.

O. SCHEDULE OF EVENTS

1. **December 19, 2022** – RFP IS ISSUED
2. **January 9, 2023** – INQUIRIES – Inquiries and requests for interpretation or clarification of the RFP from potential bidders will be accepted only if provided by email. All inquiries must be received no later than 4:00 p.m. CST on this date. Firms must email their inquiries to [melinda.mcelroy@ipers.org](mailto:melinda.mcelroy@ipers.org).
3. **January 13, 2023** – RESPONSE TO INQUIRIES – Responses to and addenda resulting from requests for interpretation shall be posted to the IPERS website no later than 4:00 p.m. CST on this date. Responses to questions will be posted at: <https://ipers.org/about/request-for-proposals>.
4. **February 17, 2023** – PROPOSALS DUE – The email containing the proposal and any excised copy of the proposal must be received by 4:00 p.m. CST on this date. **The proposal must be emailed only to [melinda.mcelroy@ipers.org](mailto:melinda.mcelroy@ipers.org).**
5. **March 6, 2023** (week of) – FINALIST INTERVIEWS – Members of the Evaluation Committee will interview finalist firms at IPERS' office during the week of March 6, 2023. IPERS may choose to hold additional interviews at the firms' offices.
6. **March 24, 2023** (Tentative) – ANNOUNCEMENT OF SELECTION – The System will notify all firms that submitted a proposal of its Actuary selection, which shall be subject to successful Contract negotiation with the selected firm.

P. AUTHORIZATION TO RELEASE INFORMATION

IPERS reserves the right, either directly or through its authorized representative, to obtain from all sources, pertinent information concerning a firm, a firm's products, services, personnel or subcontractors.

By submitting a proposal, the firm hereby authorizes IPERS and its authorized representatives to obtain information regarding the firm's performance on other contracts, agreements, or other business arrangements, its business reputation and any other matter pertinent to the evaluation and selection of a successful firm in response to this RFP. This includes, but is not limited to, the right to conduct criminal history, prior performance, reference checks and other background investigations for persons retained by the firm or other persons identified in the firm's proposal. This also includes, but is not limited to, the right to obtain, verify and consider information from sources such as the firm's performance of contracts for other clients.

The firm, in submitting its proposal, hereby releases, acquits and forever discharges IPERS, the state of Iowa and their trustees, officers, employees and agents from any and all liability whatsoever including all claims, demands and cause of action of every nature and kind affecting the firm that it may have or ever claim to have relating to information, data, opinions and references obtained by IPERS in the evaluation and selection of a firm in response to this RFP.

The firm, in submitting its proposal, authorizes IPERS and its authorized representatives to contact all the persons, entities and references which are directly or indirectly, listed, submitted or referenced in firm's proposal submitted in response to this RFP.

By submitting its proposal, firm authorizes all persons and entities to provide information, data and opinions regarding the firm's performance under any contract, agreement, or other business arrangement, firm's ability to perform, firm's business reputation and any other matter pertinent to the evaluation of firm. The firm and its partners, officers, directors, employees and agents hereby release, acquit and forever discharge any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned firm that it may have or ever claim to have relating to information, data, opinions and references supplied to IPERS in the evaluation and selection of a successful firm in response to this RFP.

Q. APPEALS

*Filing an appeal.* Any firm that filed a timely bid or proposal and that is aggrieved by an award made by IPERS may appeal the decision by filing a written notice of appeal with Chief Executive Officer (CEO) Greg Samorajski, 7401 Register Drive, Des Moines, Iowa, 50321, within five (5) calendar days of the date of award, exclusive of Saturdays, Sundays and legal state holidays. IPERS must receive the notice of appeal within the specified time frame for it to be considered timely. The notice of appeal shall state the grounds upon which the firm challenges IPERS' award.

*Procedures for vendor appeal.* The appeal will be treated as “other agency action” in accordance with Iowa Code chapter 17A and cases interpreting this Code chapter. The procedure for an appeal of “other agency action” is to allow the firm an opportunity to be heard. To fulfill this obligation, the firm has five (5) calendar days from the date the notice of appeal was filed with IPERS to submit any written arguments and documents it wants considered related to the merits of the appeal.

The aggrieved firm may, or may not, be afforded an opportunity to discuss the merits of the appeal with CEO Samorajski, over the telephone or in person. CEO Samorajski will issue a final agency decision related to the appeal. The exclusive means for a firm to seek further review of the final agency decision shall be governed by Iowa Code §17A.19.

**PART 3**  
**QUESTIONNAIRE**

The proposal must answer the following questions:

A. FIRM INFORMATION

1. Provide the following information:

Name of Firm:	
Principal Contact:	
Title:	
Address:	
Telephone #:	
Facsimile #:	
Email Address:	

2. Describe the background and ownership of the firm by providing the following:

- The ownership structure. Indicate all entities that have an ownership stake of 5% or more in the firm (name and percentage).
- Affiliated companies or joint ventures.
- Recent or planned changes to the ownership or organization structure.
- Importance of actuarial consulting services to your parent company's (if applicable) or your firm's overall business strategy.
- Percentage of parent company's (if applicable) or your firm's revenues from pension actuarial consulting services and from public pension plan actuarial consulting services.
- Provide **Appendix A** an organizational chart that depicts the relationship of the actuarial consulting group within the overall firm structure.

3. List the following regarding the firms' full service actuarial consulting practice as of December 31, 2022:

- Number of years the firm has been so engaged.
- Number of current public pension plan clients, each with membership of 100,000 or greater.
- Total number of multiple-employer public pension plan clients.
- Total number of public pension plan clients.
- Total number of actuarial clients.
- Number of experience studies performed within the past four (4) years for multiple-employer public pension plan clients with membership greater than 100,000.
- Number of asset/liability studies performed within the past four (4) years for multiple-employer public pension plan clients with membership greater than 100,000.

4. Provide the name, title, address, email address and telephone number for three (3) client references for whom your firm has provided full service actuarial consulting similar to this mandate:
  - A multiple-employer public pension plan client with over 100,000 members for whom your firm has provided full-service consulting for at least three (3) years.
  - A second multiple-employer public pension plan client with over 100,000 members that has been assigned for at least two (2) years to the Principal Actuary proposed for the IPERS account.
  - A multiple-employer public pension plan client with membership greater than 100,000 for whom your firm conducted an experience study within the past four (4) years.
5. List all public pension plan clients that have terminated their actuarial service contracts with your firm in the last three (3) years. Include the client name, membership size, date of contract termination and reason(s) for contract termination.
6. Within the last three (3) years, has your firm been notified by any actuarial consulting services client that your firm is in default of their contract, or that conditions exist endangering continuation of that contract? If so, state the client firm's name, year the notice was received, reasons for the notice and resolution or current status of the relationship.
7. Have you been retained by any clients to perform an audit of another actuarial consulting firm's work? If so, list the number of such engagements in the past three (3) years that were for public pension plans and indicate the number that were for multiple-employer plans.
8. Have your firm's actuarial consulting service products been audited by another actuarial firm within the last three (3) years? If so, state the number of such audits and whether any resulted in revisions to your clients completed annual valuation results.
9. List the locations of each of the firm's offices from which actuarial consulting services are provided. Indicate which office would be primarily responsible for servicing the IPERS account. Indicate locations where IPERS data may be housed.
10. If selected as a finalist, your firm will be required to submit two (2) years of audited financial reports. As an alternative, you may provide these audited financial reports with your initial response labeled as **Appendix B**. Provide any additional information you deem necessary to demonstrate financial stability.
11. Over the past five (5) years, has your organization or any officer or principal been involved in any business litigation or other legal proceedings related to any actuarial consulting activities? If so, provide a brief explanation and indicate the status.
12. Has your firm, within the last ten (10) years, been censured or fined by any regulatory body? If so, please indicate the dates and describe the situation.

13. Is the firm affiliated with any other firm(s) offering non-actuarial services that could represent conflicts of interest? If yes, briefly describe your firm's policies and procedures for doing business with these affiliates while safeguarding against conflicts of interest.
14. Would your firm propose to use any subcontracts in the provision of the required IPERS services? If so, describe the specific services that would be subcontracted, the name of the subcontractor, the cost to your firm of these services and how you would control the quality of services provided.
15. Do you have plans/arrangements in place for alternative work sites should either your headquarters facility or the facility that will primarily provide services to IPERS become inoperative because of fire, earthquake, etc.? Briefly describe your emergency and disaster recovery plans. Include in your description your disaster recovery plans related to client data files.

**B. ACTUARIAL SERVICES STAFFING**

1. How many pension actuaries does your firm employ? How many of these pension actuaries work at least 50% on public plans?
2. Describe in general the background of the professionals in the firm's pension actuarial consulting services group.
3. Provide the following information for all the actuaries in the actuarial consulting group that have departed from that group over the past three (3) years. For each individual, provide the following information:
  - Date of Departure
  - Name and title
  - Responsibilities
  - Years with the firm
  - Reason for leaving the firm
4. Does the firm have a transition plan to deal with the possible sudden departure of key professionals within the pension actuarial group? Describe the plan.
5. For the Principal Actuary that will directly provide services to IPERS, provide a table that identifies the following information:
  - Name and title
  - Responsibilities within the firm. If a person has multiple responsibilities, indicate the percentage of time spent on each function in a footnote to the table.
  - Years of actuarial consulting experience
  - Years with the firm
  - Length of time Principal Actuary has worked with Supporting Actuaries proposed.
  - Degrees and professional designations
  - Whether Principal Actuary is a Fellow of the Society of Actuaries and is an enrolled actuary.

- Whether Principal Actuary has at least ten (10) years experience as a Principal Actuary consulting to multiple-employer public pension plan clients with membership of at least 100,000.
  - Number of full-service actuarial clients currently assigned as Principal Actuary.
  - Number of full-service actuarial clients currently assigned as Supporting Actuary.
6. For each Supporting Actuary that will directly provide services to IPERS, provide a table that identifies the following information:
- Name and title
  - Responsibilities within the firm. If a person has multiple responsibilities, indicate the percentage of time spent on each function in a footnote to the table.
  - Years of actuarial consulting experience
  - Years with the firm
  - Length of time Supporting Actuary has worked with Consulting Actuaries proposed for IPERS.
  - Degrees and professional designations
  - Whether Supporting Actuary is a Fellow of the Society of Actuaries and is an enrolled actuary.
  - Whether Supporting Actuary has at least five (5) years experience as a Principal or Supporting Actuary consulting to multiple-employer public pension plan clients.
  - Number of full-service actuarial clients currently assigned as Principal Actuary.
  - Number of full-service actuarial clients currently assigned as Supporting Actuary.
7. For the Principal Actuary and all Supporting Actuaries that will directly provide services to IPERS, state the role each would play in providing the required IPERS services.
8. For the Principal Actuary assigned to the IPERS account, state their experience making presentations to/testifying before state legislatures or committees thereof on behalf of clients.
9. Describe other staff that may be assigned to IPERS account and the service they would provide.

C. METHODOLOGY/SERVICES

1. Describe the steps your firm would take in transitioning service provision from IPERS' current actuarial consultant to your firm. How long would be required for a complete transition?
2. Describe your firm's approach for development of actuarial assumptions (except for the discount rate assumption, which is addressed separately).

3. Describe the approach you use to formulate a pension fund's actuarial discount rate assumption. How may this methodology differ from client to client? Under what circumstances would you recommend IPERS change its discount rate assumption?
4. Describe your firm's approach for development of actuarial methods.
5. Describe your firm's approach to recommendations regarding the amortization of unfunded liabilities.
6. Describe your firm's approach to measuring funded status and funding progress to facilitate the assessment of trends over several valuations of a client.
7. Describe your firm's approach to assessing and monitoring risk considerations that may affect funding progress.
8. Describe the firm's quality control processes for actuarial consultants' reports and recommendations. How are these services monitored and reviewed?
9. Describe your firm's method for staying abreast of legislative and regulatory issues affecting public pension clients such as GASB or other accounting reporting changes, ASB best practices changes, federal legislation or revenue rulings.
10. Describe how the firm monitors compliance with clients' statutory requirements.
11. Provide two (2) examples of assistance your firm provided to clients where that assistance contributed to improving the funded status. Specifically, address assistance your firm provided in educating and persuading plan sponsor decision-makers (boards, legislators) to take appropriate steps to cure the underfunding.
12. Provide a description of the modeling tool the firm proposes to produce as part of the annual valuation process. See Part 1.D.3e
13. Provide as **Appendix C** one (1) recent annual valuation report as provided to an existing public pension client similar to IPERS.
14. Provide as **Appendix D** one (1) recent experience study report as provided to an existing public pension client similar to IPERS.
15. Provide as **Appendix E** one (1) recent asset liability study report as provided to an existing public pension client similar to IPERS.
16. ASOP 4 requires the Actuary to perform an alternative liability calculation based on the rate of low-risk, fixed-income securities whose cash flows are reasonably consistent with the pattern of benefits expected to be paid in the future. Based only on its current membership, IPERS expects significant cash outflows over at least 90 years. IPERS is not aware of any low-risk, fixed-income securities with cash flows consistent with this length of payments. Given this fact, what is your firm's approach to compliance with these provisions of ASOP 4 for IPERS.

17. Describe the Consulting Actuaries approach to preparing GASB 67 reports for a multiple-employer, cost-sharing public pension client. Provide as **Appendix F** a recent GASB 67 report for a multiple-employer, cost-sharing public pension client.
18. Describe the Consulting Actuaries approach to assisting a multiple-employer, cost-sharing public pension client in preparing reports compliant with GASB 68. Describe assistance that includes, but is not limited to, determining the pension expenses for the year including a calculation of the portion of change in Net Pension Liability (NPL) due to investment gain/loss, assumption and/or experience gain/loss to be recognized immediately and allocating remaining portion of the changes in the NPL not recognized immediately to deferred outflows and inflows of resources. Provide as **Appendix G** a recent GASB 68 report for a multiple-employer, cost-sharing public pension client.
19. Please describe services or projects that, although not referenced in this RFP, your firm would propose to provide to IPERS in order to deliver more complete and thorough services. What fees are charged for these additional services or projects?

D. FEES

1. Describe how fees are determined for your firm's actuarial consulting services.
2. General actuarial consulting services:
  - a. State the proposed annual base fee for the services outlined in Part 1.D.1-3
  - b. State a proposed performance fee structure in dollars and specific benchmarks for the services outlined in Part 1.D.1-3
  - c. Fees quoted should include all administrative, third party, travel and all other costs. The fees proposed will apply to each of the initial three (3) Contract years.
3. For each meeting in Des Moines, Iowa attended by the Principal Actuary that exceeds four (4) per Contract year, state the additional fee to be charged. The proposed fee should include administrative, third party, travel and all other costs, and will apply to each of the initial three (3) Contract years.
4. State the base fee and performance-based fee structure you propose for each additional service listed in Part 1.D.4.

## PART 4

### *REQUIRED (NON-NEGOTIABLE) CONTRACT TERMS AND CONDITIONS*

- A. ACTUARY PERSONNEL AND CHANGES.** IPERS has the right to approve the Actuary personnel assigned to this Contract and any personnel replacements or additions. IPERS' approval shall not be unreasonably withheld. IPERS also may request replacement of any Actuary personnel believed unable to carry out the responsibilities of this Contract. IPERS' approval shall in no way lessen Actuary's responsibility for the proper selection, assignment, management and discipline of Actuary's employees. Actuary shall provide reasonable notification to the System concerning such personnel, personnel changes and any other changes in Actuary's organizational relationships, ownership, professional staff, or services which may have an impact on Actuary's service to this account.
- B. AUDIT AND EXAMINATION OF RECORDS.**
1. Actuary agrees that the Auditor of the State of Iowa or any authorized representative of the State or of the System shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Actuary relating to this Contract.
  2. Actuary shall retain all records relating to this Contract for five (5) years following the date of final payment or completion of any required audit, whichever is later.
  3. Compliance with this clause does not relieve Actuary from retaining any records required by other laws or regulations of federal, state, or local government units.
- C. BREACH OF DUTY.** The System has the right to terminate this Contract immediately upon learning of a breach of duty and/or confidentiality by Actuary. Breach of duty and/or confidentiality includes but is not limited to: distributing confidential information without the System's prior approval to someone other than Actuary; failing to comply with the requirements of this Contract; violating state or federal law or regulation; and, refusing to account to the System on a timely basis for Actuary's actions. This list is illustrative only and is not meant to limit the System's definition of breach of duty and/or confidentiality.
- D. CONTRACT.** This Contract between IPERS and Actuary shall include the negotiated contract, the terms and conditions of the RFP, Actuary's proposal made in response to the RFP, and any written clarifications or changes made in accordance with the provisions herein. In the event of conflict between the documents, the rights of IPERS and Actuary shall be determined by first examining this Contract, then examining any written clarifications or changes that follow the effective date of this Contract, then the RFP, and finally Actuary's responses to the RFP.

- E. CONTRACT CHANGES.** Changes in any of the provisions of this Contract may be made only in writing and must be approved mutually by a duly authorized representative of Actuary and a duly authorized representative of the System.
- F. COUNTERPARTS.** This Contract may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.
- G. EQUAL EMPLOYMENT OPPORTUNITIES.** Actuary shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, disability, or national origin. Upon IPERS' written request, Actuary shall submit to the System a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans, and policies as required under Iowa Administrative Code chapter 11 – 121. Actuary shall ensure that all authorized subcontractors comply with the provisions of this clause. **Violation of this clause could result in termination of the Contract and a prohibition from future contracts with the System.**
- H. ETHICS POLICY.** Actuary acknowledges that it has been provided with a copy of the IPERS Ethics Policy and agrees to comply with that policy as a material requirement under this Contract. Actuary agrees that, except as otherwise disclosed and pre-approved by IPERS, it shall not be involved in relationships with IPERS' Key Employees or with any other party providing products and/or services to IPERS where the relationships would constitute a conflict of interest under the IPERS Ethics Policy. In addition, Actuary agrees to certify upon IPERS' reasonable request that the provisions of this paragraph continue to be true, and also to promptly notify IPERS and request a ruling using the IPERS disclosure statement at any time when the provisions of the paragraph may no longer be true because of a potential or actual conflict of interest.
- I. FEDERAL AND STATE STATUTORY AND REGULATORY COMPLIANCE.** It is Actuary's responsibility to establish and maintain compliance with appropriate federal and state statutory and regulatory requirements. Failure to comply will be considered a material breach of contract and may result in its immediate termination.
- J. FORCE MAJEURE:** Notwithstanding anything to the contrary herein, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake, or any other reason where failure to perform is beyond the reasonable control of the non-performing party up to a maximum of ninety (90) days.
- K. INDEMNITY FROM LIABILITY.** The Actuary agrees to indemnify and hold harmless the state of Iowa, the System and the System's staff and board members ("Indemnified Parties") jointly and severally, from and against any and all losses, claims, damages, judgments, costs (including attorney fees), or liabilities of any kind which result from the Actuary's negligent or wrongful performance in breach of this Contract or of any agreement which the Actuary, in its capacity as such, entered into with a third party.

The Actuary shall, at its sole cost, have control over the defense, payment, settlement, or other disposition of, any third-party action, claim, suit, dispute, arbitration, or proceeding (referred to in this paragraph as "action") involving any obligation or liability assumed by or imposed upon the Actuary pursuant to this subsection K. The Actuary shall have the right to conduct and control all negotiations and proceedings with respect thereto; provided, however, that (1) the Actuary shall fully and promptly keep all Indemnified Parties informed of the status of such actions, and (2) no settlement or disposition shall be made without written approval of the System, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, an Indemnified Party shall at all times be entitled to employ counsel separate from counsel for the Actuary and from any other party in such action, and in such event, the Indemnified Party and its counsel may participate in such action as it deems necessary. All reasonable fees and disbursements of such separate counsel shall be paid by the Actuary. If the Indemnified Parties desire separate counsel, the Indemnified Parties (if more than one) shall select one separate counsel, unless the Actuary agrees to the selection of individual separate counsel for each Indemnified Party in such action, or unless, in the reasonable opinion of the separate counsel, a conflict of interest exists or may exist between or among any Indemnified Parties, in which event those Indemnified Parties with conflicting interests shall be entitled to individual, separate counsel.

If the Actuary makes any payment to an Indemnified Party under this subsection K, the Actuary shall be subrogated in the amount of such payment to all rights of the Indemnified Party against any person or entity with respect to the loss or expense which caused the payment to be made.

- L. INDEPENDENT CONTRACTOR.** Actuary understands and agrees that its status under this Contract shall be that of an independent contractor. The System shall not provide the Actuary with an office, support staff, equipment, tools, or supervision beyond what is expressly stated in this Contract.
- M. JURISDICTION OF DISPUTES.** This Contract shall be interpreted in accordance with the laws of the State of Iowa without giving effect to the choice of law principles thereof. Any action relating to this Contract shall be commenced only in the Iowa District Court in and for Polk County and in the United States District Court for the Southern District of Iowa.
- N. INSURANCE REQUIREMENTS.** The actuary shall maintain in full force and effect, at the Actuary's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Actuary's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Actuary's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

Actuary shall maintain insurance coverage in the amount of \$\_\_\_\_\_ [amount to be negotiated]. Coverage must include protection in the indicated amount from malpractice, negligence and intentional or wrongful acts or omissions. In addition, the Actuary shall ensure it has necessary workers' compensation and employer liability insurance as required by Iowa Law.

All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the System. The Actuary shall submit certificates of insurance, which indicate coverage and notice provisions as required by this Contract, to the System upon execution of this Contract and at least annually thereafter.

**O. NOTICE.** Any notice, advice or report to be given to the System pursuant this Contract shall be delivered or mailed to the System at:

Greg Samorajski, Chief Executive Officer  
Iowa Public Employees' Retirement System  
7401 Register Drive,  
Des Moines, Iowa 50321-2990  
Email: [greg.samorajski@ipers.or](mailto:greg.samorajski@ipers.or)  
Phone: (515) 281-0072  
Fax: (515) 281-0045

Any notice, advice or report to be given to Actuary pursuant to this Contract shall be delivered or mailed to Actuary at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**P. REMEDIES.** In addition to the right to terminate this Contract, the System may also file suit against Actuary and any individuals involved for breach of duty and/or confidentiality. Should the System or the State obtain a judgment against Actuary as a result of a breach of contract, Actuary consents to such judgment being set-off against any monies owed by the State or the System to Actuary under this or other contracts. This section shall not be interpreted to limit the State's or the System's remedies as provided for by law.

**Q. RIGHTS IN PRODUCTS.** The System retains all rights to all data reports, programs, designs and other works made for hire that are the unique and exclusive result of this Contract. Actuary may not reproduce or otherwise use such products of this Contract without the written consent of the System. The System reserves first publication rights to any such products of this Contract and the System may place these Products in the public domain without permission of Actuary.

- R. SECURITY, CONFIDENTIALITY AND OWNERSHIP OF DATA.** Some data files of the System are of a confidential nature. Actuary's employees and agents shall be allowed access to these files only as needed for their duties related to this Contract and in accordance with the rules established by the custodian of the records. Actuary shall preserve the confidentiality of these files and shall maintain positive policies and procedures for safeguarding the confidentiality of such data. Actuary recognizes that it may be liable civilly or criminally for the negligent release of such information.
- S. SEVERABILITY.** If any provision of this Contract is deemed invalid or unenforceable, the remainder shall be valid and enforceable.
- T. SUBCONTRACTS AND ASSIGNMENTS.** Actuary shall receive the System's written approval of all subcontracts and assignments entered into by Actuary for the purpose of completing the provisions of this Contract. All such subcontractors and assignees shall be procured with adequate attention to the principles of competition and reasonableness of costs. All records relating to subcontracts and assignments shall be available for audit or examination. Actuary remains responsible for all services under this Contract. All restrictions, obligations and responsibilities of the Actuary under this Contract shall also apply to subcontractors or assigns. IPERS shall have the right to request the removal of a subcontractor or assign from the Contract.
- U. TAXES - STATE AND LOCAL.** The System is exempt from federal excise taxes, and from state and local sales and use taxes on the services supplied pursuant to this Contract. No payment will be made for any such taxes nor for any taxes levied with respect to Actuary's employees' and agents' compensation.
- V. TERMINATION OF CONTRACT.** IPERS reserves the right to terminate this Contract without penalty under any one of the following circumstances:
1. At IPERS' discretion, with or without cause, after thirty (30) days written notice to Actuary.
  2. As a result of Actuary's material breach of contract.
  3. As a result of the non-availability or non-appropriation of funds. IPERS shall have the right to terminate this Contract without penalty after 30 days written notice to Actuary documenting the lack of funding, program discontinuance, or alteration. In the event of termination of the Contract due to non-availability or non-appropriation of funds, the Actuary's exclusive, sole and complete remedy shall be payment for services rendered prior to termination.
  4. If this Contract is terminated by IPERS for any reason, IPERS shall pay only those amounts, if any, due and owing to the Actuary for services actually rendered up to and including the date of termination of the Contract and for which IPERS is obligated to pay pursuant to the Contract. Payment will only be made upon submission of invoices and proper proof of the Actuary's claim.

5. If IPERS obtains a money judgment against the Actuary as a result of a breach of this Contract, the Actuary consents to such judgment being offset against monies owed to the Actuary by IPERS under this or any other agreement with IPERS or the State of Iowa.
6. Amounts due to IPERS as performance fee disincentives or pursuant to a negotiated settlement agreement for a claim arising from this agreement may be deducted by IPERS from any money payable to the Actuary pursuant to this agreement. IPERS shall notify the Actuary in writing of any claims for damages on or before the date IPERS deducts such sums from money payable to the Actuary.

**W. TERMINATION/TRANSITION DUTIES.** If the Contract is terminated with or without cause, or is not renewed, or if the Actuary is not the successful bidder at the next RFP process, the Actuary, upon the receipt of notice from IPERS, shall:

1. Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, or any other matters IPERS may require.
2. Immediately cease using and return to IPERS any personal property, records, data, or materials, whether tangible or intangible, provided by the provided by IPERS to the Actuary, unless otherwise directed by IPERS.
3. Comply with IPERS' instructions for the timely transfer of any active files and work product produced by the Actuary under this Contract.
4. Cooperate in good faith with IPERS, its employees, agents and contractors during the transition period between the notification and the substitution of any replacement contractor.
5. Immediately return to IPERS any payments made by IPERS for services that were not rendered by the Actuary.

**X. WAIVER OF INFORMALITIES.** The failure of the System at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit the enforcement of the provision.

**Y. WARRANTY AGAINST CONTINGENT FEES.** Actuary warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency; excepting bona fide employees or selling agents maintained by Actuary for the purpose of securing business. For breach or violation of this warranty, the System shall have the right to award this Contract without liability, or in its discretion, to deduct from the Contract price or to otherwise recover, the full amount of such commission, percentage, brokerage or contingency.

**PART 5**

***REQUIRED APPENDICES***

**Appendix A** – Organizational chart depicting the relationship of the actuarial consulting group within the overall firm structure.

**Appendix B** – Firm's latest two years audited financial statements.

**Appendix C** – Sample annual valuation report for existing client.

**Appendix D** – Sample experience study report for existing client.

**Appendix E** – Sample asset liability study report for existing client.

**Appendix F** – Sample GASB 67 report for existing client.

**Appendix G** – Sample GASB 68 report for existing client.