

**REQUEST
FOR
PROPOSAL**

**PLATTE RIVER POWER AUTHORITY
DEFINED BENEFIT PLAN INVESTMENT CONSULTING SERVICES**

**HEADQUARTERS
SPECIFICATION NUMBER HQ19-1800**

PLATTE RIVER POWER AUTHORITY

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HEADQUARTERS

SPECIFICATION NUMBER HQ19-1800

Table of Contents

ARTICLE I.	REQUEST FOR PROPOSAL	3
ARTICLE II.	INSTRUCTIONS TO BIDDERS.....	4
ARTICLE III.	AGREEMENT.....	7
ARTICLE IV.	SERVICES SPECIFICATIONS	19
ARTICLE V.	PROPOSAL.....	23
APPENDIX A:	CONFIRMATION STATEMENT	30
APPENDIX B:	THE PLAN’S INVESTMENT-RELATED ASSOCIATES (04/30/2019).....	31

ARTICLE I. REQUEST FOR PROPOSAL

Proposals for Defined Benefit Plan Investment Consulting Services, Specification Number HQ19-1800 (“Project”) will be received by Platte River Power Authority, hereinafter called Platte River, electronically at ContractAdmin@prpa.org, until 3:00 p.m., MST, July, 12, 2019 (Proposal Submission Deadline).

Proposals are requested for a three (3) year term to begin November 1, 2019 through December 31, 2022 with the option to renew.

Platte River is requesting proposals from qualified firms to provide investment consulting services for its Defined Benefit Plan (the “Plan”). The investment consultant will report to Platte River’s Retirement Committee (the “Retirement Committee”) and will provide general investment advice and counsel to the Retirement Committee.

Proposals will be considered only from those Bidders who meet the minimum eligibility requirements described in Article IV. SERVICES SPECIFICATIONS. Completed qualifications along with the RFP responses must be received by Platte River electronically at ContractAdmin@prpa.org, no later than 3:00 p.m., MST, July 12, 2019.

The Bid Specification and Documents will be ready on or about June 6, 2019. Platte River will disseminate these materials to Bidders. If you did not receive the materials, please send a request to ContractAdmin@prpa.org. In order to be considered as a potential provider for these Services, a Bidder must submit one (1) electronic copy of its Proposal to ContractAdmin@prpa.org. It is the Bidder’s responsibility to ensure that its electronic Proposal is received.

All Bidders are encouraged to submit questions relating to the project by 3:00 p.m., MST, June 24, 2019, to ContractAdmin@prpa.org. Responses to all questions received will be sent electronically to all Bidders on or before 3:00 p.m., MST, July 3, 2019.

The Proposal and Agreement shall be conditioned upon compliance with all provisions of the Proposal documents. No Proposal may be altered, withdrawn or resubmitted within ninety (90) working days after the date set for the opening of Proposals.

Platte River will evaluate Proposals. Upon such initial evaluation, Platte River will invite a short list of bidders for interviews to demonstrate their unique qualifications and the functionality of any systems they intend to use in order to provide services to Platte River. Tentatively, the interviews will be held the week of August 5, 2019, at 2000 East Horsetooth Road, Fort Collins, Colorado. Finalist presentations to the Retirement Committee will be held on August 29, 2019, at 2000 East Horsetooth Road, Fort Collins, Colorado.

Platte River reserves the right, in its sole judgement, to accept the Proposal(s) that is the lowest, most responsive, and responsible; to reject any and all Proposals, and to accept or reject any irregularities and informalities in any Proposal(s) that is submitted. Proposals received after the Proposal Submission Deadline will be returned unread.

Summary	Date and Time
Bid Specifications and Documents sent to Bidders	Thursday, June 6, 2019
Deadline for Questions to Platte River	Monday, June 24, 2019
Response to Questions sent to Bidders	Wednesday, July 3, 2019
Proposals Submission Deadline	Friday, July 12, 2019
Semi-Finalist Oral Interviews	(To be scheduled – week of August 5, 2019)
Finalist Presentations to Retirement Committee	Thursday, August 29, 2019

For additional information, please contact Julie Depperman, Director of Treasury Services, at (970) 229-5313.

PLATTE RIVER POWER AUTHORITY
Contract Administration

ARTICLE II. INSTRUCTIONS TO BIDDERS

1.0 GENERAL

These instructions apply to the preparation of Proposals for professional services ("Services") for Platte River Power Authority, hereinafter referred to as "Platte River."

2.0 CONTRACT DOCUMENTS

2.1 Contract. The Agreement for Professional or Technical Services included herein shall be executed by the successful bidder within ten (10) days of contract award.

2.2 Interpretations, Modifications, and Addenda. It shall be the bidder's responsibility to advise Platte River prior to the Proposal submittal date of conflicting requirements or missing information which requires clarification. The bidder must inquire into any apparent inconsistencies, or any matter seeming to require explanation or interpretation, on or before 3:00 p.m., MST, June 24, 2019. The bidder submitting the request is responsible for its prompt delivery. Any interpretation or modification of the Proposal documents will be made only by addendum, emailed, faxed, or delivered to each person receiving a set of such documents. Platte River is not responsible for any other interpretations or modifications of the Proposal documents.

3.0 PROPOSAL

3.1 Preparation. Each bidder must submit one (1) electronic copy of a Proposal.

3.2 Bidder Qualifications. No Proposal shall be accepted from, and no Agreement will be awarded to, any person, firm, or corporation that is in arrears to Platte River. If requested, bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular services specified in the RFP and that they have the necessary financial resources to provide the services called for as described in the attached Services Specifications.

3.3 Confidential Information. Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("Act"), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data ("Confidential Information"), the Bidder must clearly mark all Confidential Information as such and provide a written, detailed justification with its bid or proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the Bidder, and any safeguards the Bidder uses to protect the Confidential Information from disclosure.

By submitting a Proposal, the Bidder agrees to hold Platte River harmless from any claim arising from the release of Confidential Information not clearly marked as such by the Bidder or lacking written, detailed justification supported by Colorado law. **Note that prices contained in a Proposal are subject to disclosure.**

3.4 Specification Deviations (Exceptions) by the Bidder. Any deviation from the Services Specifications included herein must be noted in detail and submitted in writing in the Proposal. Completed specifications must be attached for any substitutions offered or when amplifications are desirable or necessary. The absence of the specification deviation statement in the Proposal will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit the specification deviation statement, if applicable, shall be grounds for rejection of the Bidders proposal.

3.5 This Section Not Used.

3.6 Taxes. Platte River is a political subdivision of the State of Colorado and a municipally owned utility; as such it is exempt from taxes and no taxes can be lawfully assessed against Platte River. It shall be the responsibility of the successful Bidder to obtain and pay for all licenses, permits, and inspections required for the delivery of the services.

3.7 Signatures and Submittal. All Proposals shall be submitted electronically and signed by the Bidder and its authorized agent and must include the Bidder's address and telephone number. Each Bidder shall sign the Proposal with the Bidder's usual signature and shall give the Bidder's full business address. Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners shall be included with the Proposal.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. The names of all persons signing should also be typed or printed below the signature. Bidding corporations shall designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process.

A Proposal by a person who adds the word president, secretary, agent, or other designation without disclosing the principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

Faxed Proposals are not acceptable. Proposals shall be submitted electronically to ContractAdmin@prpa.org identifying the Bidder's name, Project name, and the Specification Number.

A single proprietary interest shall not submit multiple proposals for the same work even though the individual proposals are submitted under different names. Platte River reserves the right to reject all proposals so submitted.

3.8 Withdrawal/Amendments. Proposals may be withdrawn, altered, and resubmitted at any time before the submittal deadline. By submitting a Proposal, Bidder acknowledges that Proposals may not be withdrawn, altered, or resubmitted for a period of ninety (90) working days thereafter, or until execution of the Agreement by the successful Bidder, whichever occurs earliest. Proposals, amendments thereto, and withdrawal requests received after the time advertised for the Proposal submittal deadline will be void, regardless of when they were mailed.

4.0 PROPOSAL OPENING

4.1 Receipt by Platte River. Platte River will receive, date, and time stamp all Proposals. No Proposal will be considered that has not been received by Platte River by the deadline set forth on the Request for Proposal. Platte River is not responsible for delays of delivery employed by the Bidder. It is the Bidder's responsibility to ensure that the electronic Proposal is received. It is suggested that a test email and attachment be sent prior to the deadline to ensure that spam filters can be circumvented successfully.

4.2 Proposal Opening. Bid Proposals received by Platte River will be opened and considered at 3:00 p.m., MST, July 12, 2019.

5.0 AWARD

5.1 Basis of Award. Contract award may be made to the lowest, most responsive, and responsible Bidder meeting the Services Specifications. The following is a partial list of the criteria that may be used to evaluate Proposals:

- Organizational structure, stability, independence, and fiduciary status.
- Experience of the firm in the execution of investment consulting services.
- Qualifications of the professional staff that will be assigned to the Plan.
- Experience in serving public pension fund clients, reputation, and references.
- Adequacy of the firm's research and reporting capabilities.
- Fees.
- Exceptions taken to the Agreement for Professional or Technical Services.

Other criteria that may be used to evaluate Proposals may be set forth in the Services Specifications.

- 5.2 Acceptance and Rejection of Proposals.** Platte River reserves the right to accept any and all Proposals or parts thereof; to reject any and all Proposals; and to waive irregularities and informalities. Proposals received after the time specified for Proposal opening will be returned unopened.

Platte River reserves the right to inspect the Bidders' facilities prior to Contract award and to negotiate optional items with the successful Bidder(s).

- 5.3 This Section Not Used.**

- 5.4 Contract Award.** Within ninety (90) working days after the Proposal opening, Platte River may accept one or more of the Proposal(s) or may act in accordance with "Basis of Award" above. The acceptance of the Proposal(s) will be by written notice of contract award emailed to the successful Bidder(s).

ARTICLE III. AGREEMENT

For Professional or Technical Services

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between PLATTE RIVER POWER AUTHORITY, a political subdivision of the State of Colorado ("Platte River"), and _____ ("Consultant").

WHEREAS, Platte River is undertaking the following project: _____ ("Project"); and

WHEREAS, Platte River desires to retain the services of Consultant to complete the Project as set forth in this Agreement; and

WHEREAS, Consultant desires to provide those services to Platte River.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

(1) **Services.** Platte River agrees to retain Consultant to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws, and agrees to perform the Services on the terms and conditions set forth herein. Platte River reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Consultant. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

(2) **Compensation and Final Payment.**

(a) Platte River agrees to pay Consultant, upon satisfactory performance under this Agreement, amounts due upon review and approval of routine billing as set forth herein, and as adjusted to reflect the deletion by Platte River of any of the Services set forth in **Exhibit A**. Subject to any retained final payment as set forth in subparagraph (b) below, Platte River shall make payment within thirty (30) days of receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to Platte River not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

(b) Consultant shall indemnify and save harmless Platte River from all claims for labor and materials furnished under this Agreement. When requested by Platte River, Consultant shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Agreement, for which Platte River may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory to Platte River, an amount equal to five percent (5%) of the sum not to exceed set forth in subparagraph (a) above will be retained from money due to Consultant to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured. Acceptance by Consultant of final payment shall release Platte River and every officer and agent thereof, from all claims and liability.

(c) After final acceptance of the Services by Platte River, an Application for Final Payment shall promptly be submitted by Consultant. Consultant's Application for Final Payment shall constitute an additional representation by Consultant to Platte River that all conditions precedent to Consultant's entitlement to final payment has been fulfilled.

- (d) All invoices and an Application for Final Payment shall include a reference to the Purchase Order Number and shall be directed to the following:

Platte River Power Authority
Attention: Accounts Payable
2000 East Horsetooth Road
Fort Collins, Colorado 80525-5721
PlatteRiver-AP@prpa.org

- (3) **Term.** The Term of this Agreement shall be from the date first written above through December 31, 2022, unless extended by written agreement of the parties.
- (4) **Monitoring and Evaluation.** Platte River reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with Platte River's applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with Platte River relating to such monitoring and evaluation.
- (5) **Platte River Property.** Reports, surveys, maps, plans, drawings, photographs, and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be considered Platte River property.
- (6) **Independent Contractor.** The parties agree that Consultant shall be an independent contractor and shall not be an employee, agent, or servant of Platte River. **Consultant is not entitled to workers' compensation benefits from Platte River and is obligated to pay applicable federal and state income tax on any money earned pursuant to this Agreement.**
- (7) **Insurance Requirements.** Consultant shall secure and maintain insurance of such types and in such minimum amounts as may be necessary to protect Consultant and the interests of Platte River against all hazards or risks of loss below. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to Platte River, but regardless of such acceptance it shall be the responsibility of Consultant to maintain adequate insurance coverage at all times. The providing of insurance by Consultant of such types and in such minimum amounts as specified below does not limit Consultant's contractual responsibilities, liabilities or obligations under this Agreement.

Consultant shall submit a certificate for each of the insurance policies identified herein to Platte River not less than ten (10) days prior to the date that Consultant, or its supervisor(s) or employees, are expected to commence providing Services. Consultant understands and agrees that Platte River shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance. Each certificate shall state that thirty (30) days advanced written notice will be given to Platte River before any policy covered thereby is changed or canceled. Platte River, its directors, officers and employees shall be listed as "additional insureds" on all of the policies required by subsections, b, and c below. With respect to all required policies of insurance the Consultant shall cause its insurer to waive the insurer's right of subrogation with respect to Platte River and its insurers.

- (a) **Workers' Compensation and Employers Liability.** This insurance shall protect Consultant against all claims under applicable state workers' compensation laws. Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of workers' compensation law. This policy shall include an "all states" endorsement. The liability limits shall not be less than:

(i)	Workers' Compensation	Statutory amount
(ii)	Employers Liability	\$1,000,000 each accident

- (b) **Comprehensive Automobile Liability Insurance.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than a One Million Dollar (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- (c) **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of Consultant or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a broad form property coverage endorsement, and insure the contractual liability assumed by the Consultant as stated in paragraph 9 hereof regarding Indemnification. The liability limits shall not be less than a One Million Dollar (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- (d) **This Section Not Used.**
- (e) **Professional Liability Insurance.** If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if Platte River otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate.
- (f) **Subcontracts.** Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. Platte River shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. Platte River reserves the right to approve variations in the insurance requirements applicable to subcontractor upon joint written request of subcontractor and Consultant if, in Platte River's opinion, such variations do not substantially affect Platte River's interests.
- (8) **Warranty.** Consultant hereby warrants that the Services contracted under this Agreement will be performed in a competent manner consistent with consulting firms providing similar services under similar circumstances. If, within the warranty period, Platte River notifies Consultant that the Services fail to meet the provisions of this warranty, Consultant shall promptly correct any defects by re-performance of the Services at no cost to Platte River. The warranty period shall begin on the date of acceptance of the Services performed by Platte River and shall extend for a period of ninety (90) days following termination of this Agreement.
- (9) **INDEMNIFICATION.** CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS PLATTE RIVER, ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY'S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS, AND DEMANDS OF ANY KIND WHATSOEVER FROM ANY THIRD PARTY ARISING FROM OR OUT OF ANY NEGLIGENT ACT OR OMISSION OR OTHER TORTIOUS CONDUCT OF CONSULTANT, ITS OFFICERS, EMPLOYEES, OR AGENTS IN THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. CONSULTANT WARRANTS THAT THE GOODS OR SERVICES PROVIDED HEREIN, AND THE USE OF THEM, WILL NOT INFRINGE ANY PATENT OR INVENTION, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT. CONSULTANT AGREES THAT IT SHALL DEFEND, INDEMNIFY, AND HOLD PLATTE RIVER, ITS DIRECTORS, OFFICERS, AND EMPLOYEES

HARMLESS FROM ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY'S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, ARISING OUT OF ANY SUCH CLAIMS FOR PATENT INFRINGEMENT OR, IN PART OR IN WHOLE, PLATTE RIVER'S USE, SALE, OR PURCHASE OF SAID GOODS. This Indemnification provision shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

(10) Termination.

(a) Generally. Platte River may terminate this Agreement without cause if it determines that such termination is in Platte River's best interest. Platte River shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by Platte River.

(b) For Cause. If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, Platte River shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to Platte River for any damages sustained by Platte River by virtue of any breach of this Agreement, and Platte River may withhold payment to Consultant for the purpose of setoff until such time as the exact amount of damages due to Platte River from Consultant is determined.

(11) Work by Illegal Aliens Prohibited. This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

(a) Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the Colorado Department of Labor and Employment ("Department") Program or the E-Verify Program (formerly referred to as the basic pilot employment verification program) as each is defined in C.R.S. §8-17.5-101(3.3) and (3.7) respectively (the "Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement.

(b) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(c) Consultant hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement through participation in the Program.

(d) If the Consultant participates in the Department Program the Consultant shall notify Platte River of such participation. A participating Consultant shall, within twenty (20) days after

hiring an employee who is newly hired for employment within the United States to perform work under this Agreement, affirm to the Department that the consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. At the time of such submittal to the Department, the Consultant shall provide a written, notarized copy of the affirmation to Platte River. Consultant is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- (e) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - (i) Notify the subcontractor and Platte River within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (f) Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.
- (g) If Consultant violates this paragraph, Platte River may terminate this Agreement for cause. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Platte River.

(12) Compliance with C.R.S. §24-76.5-103.

- (a) If Consultant is a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:
 - (i) Complete the affidavit attached to this Agreement as **Exhibit B**; and
 - (ii) Attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit B**.
- (b) If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, Platte River shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Platte River determines through such verification process that Consultant is not an alien lawfully present in the United States, Platte River shall terminate this Agreement and shall have no further obligation to Consultant hereunder.

- (13) **Taxes.** Platte River is a political subdivision of the State of Colorado and a municipally owned utility. As such, Platte River is exempt from taxes and no taxes may be lawfully assessed against Platte River in connection with the Services provided by Consultant in accordance with this Agreement.

- (14) **Safety, Drugs and Alcohol.** Consultant, and its employees or agents, shall follow safe work procedures, using safe work habits in all situations. Platte River reserves the right to inspect the Services in order to enforce this requirement. It is strictly prohibited for anyone to be under the influence of drugs or alcohol while working on behalf of Platte River or on Platte River's premises. Consultant, or any of its employees or agents, who violate this policy shall be removed from the job site.
- (15) **Equal Employment Opportunity.** Platte River is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals. No person shall be unlawfully discriminated against because of race, color, national origin or ancestry, sex, age, religious convictions, veteran status, disability, sexual orientation, or other classification protected by law. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- (16) **HARASSMENT.** ALL PERSONS WORKING ON PLATTE RIVER'S PREMISES SHOULD HAVE A WORKING ENVIRONMENT FREE FROM HARASSMENT BASED UPON HIS/HER RACE, COLOR, RELIGION, CREED, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, SEXUAL ORIENTATION (INCLUDING GENDER IDENTITY), OR DISABILITY. IT IS A VIOLATION OF PLATTE RIVER'S POLICY FOR ANY EMPLOYEE TO HARASS ANOTHER ON PLATTE RIVER'S PREMISES. THIS POLICY APPLIES TO CONSULTANT, ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS. PRIOR TO COMMENCEMENT OF ANY SERVICES SET FORTH HEREIN TAKING PLACE ON PROPERTY OWNED OR CONTROLLED BY PLATTE RIVER, CONSULTANT SHALL SIGN PLATTE RIVER'S HARASSMENT LETTER, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS **EXHIBIT C**, ACKNOWLEDGING RECEIPT OF THIS POLICY.
- (17) **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver by Platte River, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*, or of any other defenses, immunities, and limitations of liability available to Platte River, its officers and employees under the law.
- (18) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.
- (19) **No Assignment.** Consultant shall not assign this Agreement without Platte River's prior written consent.
- (20) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- (21) **Survival Clause.** The "Warranty" and "Indemnification" provision set forth in paragraphs 8 and 9, respectively, of this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.
- (22) **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS OFFERS, NEGOTIATIONS, AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES. **IN THE**

EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY PURCHASE ORDER ISSUED IN CONNECTION WITH THIS AGREEMENT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY ONLY BE MODIFIED OR AMENDED BY WRITTEN AGREEMENT OF THE PARTIES.

- (23) **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- (24) **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- (25) **Notices.** Written notices required under this Agreement and all other correspondence between the parties, other than invoices and an Application for Final Payment which shall be directed as set forth in paragraph 2.d, shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Platte River: David Smalley, Chief Financial Officer/
Deputy General Manager
Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

With a copy to: General Counsel
Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

If to Consultant: _____

Email Address: _____

Either party may change its contact information at any time by providing written notice to the other party.

- (26) **Time of the Essence.** Consultant acknowledges that time is of the essence of this Agreement. Consultant's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of this Agreement.
- (27) **Confidential Information.** In connection with the Services to be performed herein by Consultant, Platte River may disclose certain of its confidential and proprietary information (the "Confidential Information") to Consultant. Confidential Information shall include all data, materials, contracts, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Consultant by Platte River.

Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Platte River and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of this Agreement, and shall not disclose, publish or otherwise reveal any of the Confidential Information received from Platte River to any other party whatsoever except with the specific prior written authorization of Platte River.

(28) **Use of Platte River Tools.** At Platte River’s discretion, Consultant may be permitted to use Platte River owned tools in the performance of the Services. Consultant agrees that any such tools used are accepted “AS IS” and WITH NO WARRANTIES, express or implied. The Consultant accepts full responsibility for the care of Platte River tools during the period of use, and will be responsible for their replacement at full retail value if not returned or returned in a damaged condition. In consideration of allowing use of Platte River tools the Consultant agrees to hold harmless, release, defend and indemnify Platte River, its employees, officers and directors, FROM ANY AND ALL LIABILITY or claims for injury or death to persons or damage to property arising from the Consultant’s use of the tools, INCLUDING THOSE INJURIES OR DAMAGES CAUSED BY PLATTE RIVER’S ALLEGED OR ACTUAL NEGLIGENCE.

(29) **Expenditure Not to Exceed Appropriation.** The obligations of Platte River under this Agreement are from year to year only and shall not constitute a multiple-fiscal year debt or other financial obligation or fiscal obligation of any kind payable in any fiscal year beyond the fiscal year for which funds are so appropriated for the payment of current expenditures.

(30) **Special Provisions.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PLATTE RIVER POWER AUTHORITY

By: _____

Title: _____

APPROVED AS TO FORM:

Deputy General Counsel

CONSULTANT: _____

By: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

(This page intentionally left blank.)

EXHIBIT B

AFFIDAVIT PURSUANT TO C.R.S. §24-76.5-103

AFFIDAVIT [HB 06S-1023]

If the Consultant is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- _____ I am a United States citizen, or
- _____ I am a Permanent Resident of the United States, or
- _____ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for a political subdivision of the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the political subdivision of the State of Colorado. I further acknowledge that I will comply with the requirements of C.R.S. §24-76.5-101 *et seq.* and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this _____ day of _____, 20____.

CONSULTANT:

By: _____
Consultant Full Legal Name

Signature

PLATTE RIVER INTERNAL USE ONLY – Valid forms of identification

- a valid Colorado driver's license; or
- a current Colorado identification card; or
- a United States military card or a military dependent's identification card; or
- a United States Coast Guard Merchant Mariner card; or
- a Native American tribal document.

EXHIBIT C

PLATTE RIVER POWER AUTHORITY HARASSMENT LETTER

Platte River Power Authority's policy on sexual harassment and discrimination applies to all consultants, vendors, and their employees who perform work at Platte River facilities. Consultant or vendors working at a Platte River facility are responsible for complete supervision and control of their employees at all times. Any employee of a contractor or vendor who violates this policy will be immediately escorted from Platte River property and will not be allowed to return to the job. There will be no exceptions to this policy. Please sign this letter acknowledging receipt of this policy.

Non-discrimination policy

Harassment of employees is prohibited by law and harassment of Platte River employees by managers, supervisors, co-workers, contingent workers, or third parties (including vendors, suppliers, and customers), or harassment by employees of any of the above, will not be tolerated. Harassment in the workplace or while representing Platte River on business is unprofessional, inappropriate, and will not be tolerated. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation (including gender identity), or disability.

Harassing conduct includes, but is not limited to, the following:

- (1) Epithets, slurs, negative stereotyping, or threatening, intimidating, coercing, or hostile acts that relate to race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability.
- (2) Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability and that is placed on walls, bulletin boards, e-mail, or elsewhere on the employer's premises, or circulated in the workplace.

Sexual Harassment: Sexual harassment is characterized by:

- (1) Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment; or
- (2) Making submission to or rejections of such conduct the basis for employment decisions affecting the employee; or
- (3) Creating an intimidating, hostile, or offensive working environment by such conduct. This is commonly known as "hostile environment sexual harassment."

Sexual harassment does not include behavior or occasional compliments of a socially acceptable nature. It includes behavior that is not welcome, that is offensive to a reasonable person that fails to respect the rights of others, that lowers morale, or that interferes with work effectiveness. Platte River prohibits harassment of a male by a female, harassment of a female by a male, and same gender harassment. Whatever form it takes, sexual harassment can be insulting and demeaning to the recipient.

Sexual harassment may take many forms, it may be overt or subtle, but it will not be tolerated. One specific form of sexual harassment is the demand for sexual favors; other forms of sexual harassment include:

- (1) **Verbal**—Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- (2) **Non-verbal**—Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- (3) **Physical**—Unwanted physical contact, including touching, grabbing, patting, pinching, brushing the body, coerced sexual intercourse, assault.

Appropriate disciplinary action will be taken against any employee who violates this policy.

By signature below, I understand Platte River's policy on harassment and agree to advise my company's site management of said policy and demand strict compliance thereto.

By: _____

Date: _____

Title: _____

ARTICLE IV. SERVICES SPECIFICATIONS

A. RFP Summary Statement

Platte River Power Authority (“Platte River”) is requesting proposals from qualified firms to provide investment consulting services for its Defined Benefit Plan (the “Plan”). The investment consultant will report to Platte River’s Retirement Committee (the “Retirement Committee”) and will provide general investment advice and counsel to the Retirement Committee. Platte River will evaluate traditional investment advisory services proposals as well as investment outsourcing proposals. The purpose of this RFP is to define the minimum requirements, solicit proposals, and gain adequate information from which Platte River staff and the Retirement Committee may evaluate such services.

B. Background Information

Plan Description

The Plan is a defined-benefit, single-employer plan covering substantially all regular employees of Platte River hired prior to September 1, 2010. The general manager of Platte River is the plan administrator, the board of directors has the authority to amend the Plan and the Retirement Committee is responsible for oversight of the Plan’s investments. This includes establishing and maintaining the Investment Policy Statement (“IPS”), monitoring and evaluating the investments of the Fund, and retaining organizations to assist with the administration and management of the Fund’s investments. As of December 31, 2018, the Plan had 325 participants.

Investment Program

As of April 30, 2019, the Plan assets totaled approximately \$105 million. All assets of the Plan are invested in a manner consistent with the Plan document, the Plan IPS, and any federal, state, or Internal Revenue Service laws or regulations. Under Colorado Revised Statutes, the Plan’s investments are governed by the Colorado Uniform Prudent Investor Act. The IPS provides an asset allocation strategy to create a diversified portfolio. The strategy is designed to reflect and be consistent with the objectives expressed in the IPS, subject to the risk tolerance of the Retirement Committee. (Current IPS can be viewed at: <https://prpa.egnyte.com/dl/o1WJHHQOpc>)

Plan assets are held by the trustee, Wells Fargo Bank N.A., under a trust agreement and invested in money markets, bonds, equities, real estate, reinsurance, master limited partnerships, commodities, private equity, or hedge funds as directed by the Retirement Committee. As of December 31, 2018, the Retirement Committee established the following asset targets and ranges:

Asset class	Target	Range	
Domestic equities – Large cap	14%	11%	17%
Domestic equities – Mid/small cap	6%	3%	9%
International equities	12%	9%	15%
Emerging market equities	4%	1%	7%
Core fixed income	8%	5%	11%
Floating rate corporate loans	7%	4%	10%
Commodities	3%	0%	6%
Real estate	15%	10%	20%
Liquid low correlated hedge	14%	9%	19%
Master limited partnerships	7%	4%	10%
Reinsurance	5%	2%	8%
Private equity	5%	2%	8%

C. Minimum Eligibility Requirements

The Bidder must meet all of the following minimum qualifications to be given further consideration. Failure to satisfy any of these requirements upon submittal of the proposal will result in the rejection of the proposal. The Bidder must certify in writing on the minimum eligibility confirmation statement, Appendix A, that it meets all of the minimum requirements.

1. The investment consulting firm must be a registered investment advisor under the Investment Advisers Act of 1940.
2. The investment consulting firm must have been in business for a minimum of five years.
3. The individual assigned to the Plan as lead consultant must have a minimum of five years of professional experience in the investment consulting field.
4. The investment consulting firm must have provided investment consulting services to at least two other public retirement systems which are approximately the size of the Plan or larger. "Size" means the approximate market value of the assets of the Plan.
5. The investment consulting firm must agree to be a Fiduciary to the Plan as that term is defined in Colorado State law.
6. The investment consulting firm must agree to disclose all conflicts of interest, all sources of revenue and all affiliations.

D. Submission Requirements

Following is a list of the required information to be provided by the Bidder. A Bidder that does not provide the information requested below may, at the sole discretion of Platte River, be rejected. Please provide the information in the same order in which it is listed below.

1. Transmittal Letter. A letter of transmittal must be submitted on the Bidder's official letterhead. The letter must identify all documents provided in response to the RFP and must be signed by an individual authorized to bind the Bidder contractually. An unsigned proposal shall be rejected.
2. Minimum Eligibility Confirmation Statement. The Bidder must complete the confirmation statement in Appendix A and provide supporting documentation.
3. Proposal Questionnaire. The Bidder must complete and return the Request for Proposal Questionnaire contained in Article V. The information requested must be provided in the order in which the questions appear and in the prescribed format. Responses which, in the opinion of Platte River, materially deviate from the prescribed format may be rejected. Certain questions require supporting documentation, which should be submitted as attachments to the questionnaire.

E. Selection Process

Evaluating Proposals

Platte River will assess the responses for compliance with minimum eligibility requirements, content and format requirements; and identify Bidders that have the highest probability of satisfactorily performing the services as described herein. The evaluation process will be conducted in a comprehensive and impartial manner.

Selection of Semi-Finalists

Proposals will be evaluated by a selection committee comprised of Platte River staff. Based on the evaluation of the written and fee proposals, up to five of the highest scoring Bidders will be considered semi-finalists and will have an oral interview with the selection committee.

Finalists Selections/ Interviews

One or more of the semi-finalists will be asked to meet with the Retirement Committee to present the firm's capabilities. It is highly recommended that the lead consultant or consultants be present at the finalist's presentation.

Award of the Contract/ Commencement Date

Based upon the overall scoring, together with the finalists' presentations before the Retirement Committee, a contract may be awarded on or before September 30, 2019. If a contract is executed, it shall be effective November 1, 2019.

Summary of Scope

1. Attendance at Retirement Committee Meetings

Attend quarterly Retirement Committee meetings held in Fort Collins, Colorado. (It is expected that the primary assigned consultant(s) will attend each meeting.) Meet with internal investment staff as needed.

2. Investment Policy

Upon retention, and at least annually, review the Plan's Investment Policy Statement (IPS) and advise the Retirement Committee on amending and improving the IPS. Advise the Retirement Committee on new investment guidelines.

3. Asset Liability Modeling and Asset Allocation Studies

a) At least once during a three-year period, prepare and present an asset liability modeling study. Based on the study, recommend an asset allocation plan including targets and ranges. The asset allocation plan shall recommend the approach and time table for achieving the policy targets or ranges.

b) At least annually, compare the asset allocation targets to the Plan's return assumption and recommend an asset allocation plan including targets and ranges. (The plan should provide risk characteristics of the asset classes.) The approach and time table for achieving the policy targets or ranges should be included.

c) On a regular basis, review the asset allocation targets and ranges to determine whether the current allocation falls within the Plan's investment objectives and guidelines.

4. Portfolio Construction and Structural Analysis

Prepare recommendations for amendments or modifications to the Plan's portfolio structure with justification based on changes in the financial markets or other factors. Modifications may include additional asset classes and alternative investment vehicles.

5. Manager Oversight and Performance Measurement

For traditional investment advisory services proposals:

a) Provide analysis of the manager's absolute and relative performance in relation to benchmarks, investment objectives, and peer groups, as well as providing analyses of holdings, style, risk, etc.

b) Provide monitoring, analysis and advice to support oversight of the managers on a continual basis. These responsibilities include but are not limited to: notifying the Retirement Committee of any significant changes or adverse events regarding the organization, performance, and compliance issues.

c) Provide recommendations concerning manager probation and termination.

d) Prepare and present quarterly and annual performance reports by total portfolio, asset class and fund. Include absolute and relative performance in relation to benchmarks, investment objectives, and peer groups.

For investment outsourcing proposals:

- a) Customize, implement and oversee investment managers to minimize funding volatility if appropriate.
- b) Add and remove investment managers in order to optimize investment returns.
- c) Monitor investment manager performance, prepare and present a written report monthly and quarterly detailing that performance evaluating performance against approved benchmarks and peer portfolios.
- d) Conduct performance review meetings with all investment managers.
- e) Conduct due diligence research on investment managers on an ongoing basis.

6. Manager Search and Selection

For traditional investment advisory services proposals - assist the Retirement Committee in its due diligence, search and selection of new investment manager(s). The search should include but not be limited to: development of search criteria, preparation and presentation to the Retirement Committee of background materials and relevant analysis, conducting due diligence and participating in interviews and site visits with potential candidates, and recommending finalists. Assist Platte River with manager transitions.

For investment outsourcing proposals - implement investment and asset allocation strategy by allocating pension assets to investment managers pursuant to the strategy.

7. General Research and Analysis

Provide ongoing research, analysis and advice on strategies, and market developments which could impact the Plan. Provide research on special projects as requested by the Retirement Committee or Platte River staff.

8. Financial Statement Support

Provide data, support schedules and notes on each fund for completing required annual financial statement disclosures. Disclosures include but are not limited to: GASB 40, GASB 72, fair value hierarchy, interest rate risk, credit risk, hedge fund of funds risk, reinsurance funds risk, private equity risk, foreign currency risk, and future required disclosures.

9. Educational Workshops

Conduct at least one educational session per year for the Retirement Committee and investment staff.

ARTICLE V. PROPOSAL

The Proposal shall be prepared in the format described below. Proposals in any other format will be considered informal and may not be reviewed. If the Bidder fails to provide any of the following information, Platte River may, at its sole discretion, ask the Bidder to provide the missing information or may evaluate the Proposal without the missing information.

Proposals should include all of the elements listed below, be clearly indexed and assembled in accordance with the numbers, order listed below; and reference the corresponding RFP sections and paragraphs. Additional information may also be provided to help Platte River's understanding of the project.

Table of Contents — Proposals should include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information:

- Section 1: Organization (4 page maximum)
- Section 2: Standards of Conduct (1 page maximum)
- Section 3: Conflicts of Interest (3 page maximum)
- Section 4: Consulting Team (3 page maximum)
- Section 5: Investment Policy and Asset Allocation (4 page maximum)
- Section 6: Investment Manager Database (1 page maximum)
- Section 7: Investment Manager Research (1 page maximum)
- Section 8: Investment Outsourcing (4 page maximum) (*optional section*)
- Section 9: Performance Evaluation & Reporting (3 page maximum excl. sample reports)
- Section 10: Retirement Committee and Staff Education (1 page maximum)
- Section 11: References
- Section 12: Fees
- Section 13: Terms and Conditions Acceptance and Exceptions

Section 1: Organization

1. Briefly describe your firm's background, history and ownership structure, including any parent, affiliated or subsidiary company, and any business partners or joint ventures.
2. Provide an organizational chart of your firm and describe the relationship between each component and your consulting group.
3. Within the past three years, have there been any significant developments in your organization such as changes in ownership, restructuring, personnel reorganizations, terminations or investigations? Describe any planned or anticipated changes in ownership as well as any planned or anticipated changes in your lines of business.
4. Describe the services your firm provides and give the percentage of revenue derived from investment consulting and the other lines of business. Of your affiliate groups (if any), what percentage of total revenues for that group is derived from investment consulting?
5. List the address of your main corporate office and indicate which office(s) will service the Plan.

6. Describe the total staff of the firm and identify support staff, analysts and professionals. Include a summary of years with the firm and prior experience.
7. Describe the compensation arrangement for consultants and analysts. How does this arrangement encourage the retention of key individuals?
8. Discuss the ways your firm manages growth, including any limits to the client/ consultant ratio.
9. Describe why your firm is uniquely qualified to service the Plan.
10. Provide a listing of current and former clients (terminated within last three years). Include the size of the client organization, the type of organization (e.g. public, corporate, endowment, foundation, etc.) and the number of years services were provided by your firm to each.

Section 2: Standards of Conduct

1. Does your firm have a written code of conduct or a set of standards for professional behavior? If so, how are they monitored and enforced?
2. Has your firm adopted the CFA Code of Ethics and Standards? If so, how is employee compliance monitored?
3. How are consultants' recommendations to clients reviewed and monitored by your organization? Does your firm adhere to a level of consistency in consultant recommendations?
4. Identify the fiduciary decision-making structure in your firm and key individuals or committees that will be responsible for setting objectives and making major decisions and who will assume fiduciary responsibility.
5. Within the last five years, has your organization or an officer or principal been involved in actual or threatened litigation, administrative or regulatory, or similar investigation proceedings relating to your investment consulting assignments? If so, provide an explanation and indicate the current status or disposition. Under disposition, include any censures, penalties, fines or reprimands received from regulatory bodies.
6. Has your firm ever been required to pay damages or penalties or trade or relinquish something of value under any of its existing or past contracts as it relates to services similar to those contemplated by this RFP? If so, describe the situation.

Section 3: Conflicts of Interest

(Please refer to Appendix B for this section)

1. Disclose any business your firm, affiliates, or parent company does with any of the investment managers currently managing assets for the Plan.
2. Are there any actual or potential conflict of interest issues your firm would have in servicing the Plan? If so, describe them.
3. If applicable, do you consider the use of your firm's own proprietary investment vehicles/strategies a conflict of interest?
4. If you use proprietary investments, have you received a waiver from prohibited transaction rules?
5. Do you have any ownership in any of the external managers that you have hired or may hire?

6. Do you have a trading operation and, if so, how is this and any other potential conflicts of interest managed?
7. What is your firm's policy on soft dollar payments? Do your investment consulting clients have soft dollar arrangements with your firm? If so, indicate the percentage of your clients that have them.
8. Has your firm, or anyone in your firm, provided any gifts, travel and room expenses, entertainment or meals to any Platte River Board, Retirement Committee, or staff members during the past 24 months? If yes, describe the expenses and their purpose.
9. Are there any circumstances under which your firm, or any individual in your firm, remits or receives compensation, finder's fees or any other benefit to or from investment managers or third parties? If yes, describe in detail.

Section 4: Consulting Team

1. Provide name, title, home office location, and biography of the key individual(s) who would be directly responsible for providing consulting services to the Plan, including what year the individual joined your firm, current responsibilities, areas of expertise, experience, education, professional designations, and memberships. Detail their roles and the scope of their involvement for this assignment.
2. Describe your team's experience with similar consulting work performed for other public retirement systems, corporate pension funds, or similar institutional investors.
3. State whether the individuals assigned to the Plan have any responsibilities other than providing consulting services, and if so, specify such responsibilities.
4. How many accounts does the lead consultant assigned to the Plan handle and how often does he/she typically meet with each client?
5. Describe your firm's backup procedures in the event that key personnel in this assignment are unavailable or should leave the firm.

Section 5: Investment Policy and Asset Allocation

1. Discuss the process your firm follows to establish an investment policy or to review an investment policy.
2. Detail your process for the development of policies regarding asset class structures, investment objectives, and risk management.
3. Outline your process for analyzing a client's investment portfolio structure.
4. Is your firm capable of performing asset/liability studies?
5. Discuss your asset allocation process, including your overall philosophy, determination of investment objectives and risk tolerance, selection of asset classes and styles, and evaluation of the appropriateness/effectiveness of the current asset allocation strategy.
6. Describe how your asset allocation analysis is implemented.
7. Explain your firm's position/approach on the use of active versus passive management in the major asset classes.

8. Describe your firm's capabilities and experience in alternative assets such as real estate, private equity, commodities, reinsurance, and hedge funds. List the factors you would consider in recommending these investment options. Describe the elements of a due diligence process for assessing the risk control and performance characteristics of such investments.
9. Describe your firm's policy for recommending changes to a pension system's asset allocation in response to changes in the market environment.
10. Describe how your firm manages its advisory role to the Retirement Committee with its role in supporting the work of staff.
11. Outline your process for maintaining and providing a continuous review of investment policy, asset allocation and portfolio structure.

Section 6: Investment Manager Database

1. Does your firm have an in-house database of investment managers? If not, from what vendor do you purchase the database? How many managers are in the database? Which asset classes are covered and how many investment products are represented?
2. Describe how your firm (or your vendor) gathers, verifies, updates and maintains the data collected on investment managers for the database. Does your firm use surveys or meetings with managers?
3. For firms that have an in-house database, do you charge investment managers direct or indirect fees to be included in your database? If so, what are the fees and how do you control conflicts of interest?
4. For firms that have an in-house database, how often are managers in your database reviewed? Under what circumstances are managers added to your database? Deleted?
5. For firms that have an in-house database, how often does your firm meet with managers that are included in the database? What is the nature of those visits? How often do you meet with managers that are not included in your database?

Section 7: Investment Manager Research

1. Describe your firm's process for evaluation and selection of investment managers.
2. Describe the internal structure and organization of your research department. If no separate department exists, describe how this function is performed.
3. Is there an approved investment manager list? What is the process by which managers are identified within the universe? Discuss the criteria you use in recommending the selection of investment managers.
4. Describe any recent investment manager searches that were unusually difficult and why, and describe the means used to overcome these difficulties.

Section 8: Investment Outsourcing (required only if proposing investment outsourcing)

1. Please provide a detailed description of what "investment outsourcing" means to you.
2. What percentage of the firm's revenue is from investment outsourcing?
3. How long have you been offering investment outsourcing services?

4. Describe your experience in implementing this type of investment solution.
5. Describe the team that is responsible for the outsourcing process. Are they distinct from those professionals in traditional consulting roles?
6. Describe the resources that are dedicated to investment outsourcing? (consultants, portfolio managers, analysts, capital markets & strategic asset allocation specialists)?
7. Identify any services you currently do not provide under your standard investment outsourcing contract or for which Platte River would need to retain a specialist consultant.
8. Indicate whether and why you would utilize separate accounts, pooled funds, mutual funds or LP's for the asset strategies listed in the background information based on Platte River's asset size.

Section 9: Performance Evaluation and Reporting

1. Describe the firm's process for monitoring manager performance.
2. What methods and sources of data do you use in calculating investment performance of a client's portfolio? How do you reconcile performance?
3. What factors do you consider to be critical in reporting performance?
4. What asset classes are tracked in your firm's performance measuring system? How many managers are included within each asset category? How many years of performance data are on the system for each asset class?
5. Describe how benchmarks are chosen and developed and how performance is compared to similar portfolios. Does your firm create custom benchmarks?
6. Under what circumstances would the firm initiate contact with a manager to discuss performance and compliance or to review performance and other matters of importance?
7. Provide a comprehensive review of performance reporting and analytical services that your firm offers for an individual manager and for the total portfolio. Provide sample reports that will demonstrate the full range and capability of your firm.
8. What is the standard timeframe for providing each report after the reporting period ends? Do you have the ability to customize reports for your clients?

Section 10: Retirement Committee and Staff Education

1. Describe the role the assigned consultant plays in typical periodic meetings. Describe your recommendation for the frequency, content and investment consultant role in the meetings.
2. Describe the availability of your firm's team members to the Retirement Committee and staff.
3. Does your firm offer training of plan fiduciaries and staff as it relates to their investment responsibilities? If so, describe the type of training available and the qualifications of the individuals assigned to conduct the training.

Section 11: References

Provide references for at least three organizations with funds similar to the Plan's that are clients of the firm. In-addition, include one reference of a client that has recently terminated their relationship

with your firm. Identify the approximate size of the accounts, client contact person and contact information.

Section 12: Fees

1. For investment management services (non-investment outsourcing services),
 - a. Provide a proposal regarding the fees to be paid to your firm for the services identified in Article IV. Services Specifications - Scope of Services. The proposal should provide fees based upon a bundled fee for all services identified as well as an unbundled fee for each discrete service identified in the Scope of Services. Please describe fee arrangements for special projects or services that are outside the Scope of Services.
 - b. Identify the period of time the proposed fees will remain in effect.

2. If your firm intends to bid using an investment outsourcing approach,
 - a. Base your fee on \$100 million in investable assets and the sample all-active asset allocation that is depicted below along with the services identified in Article IV. Services Specifications - Scope of Services. Provide details of your proposed fees in basis points. Also include any fee breakpoints that would occur as the Plan's assets grow. Only provide fees based on the investment managers that your firm is currently implementing for other clients.

Sample asset allocation to use for fee estimates. Assume all active investments for this estimate:

Asset Allocation	Strategic Allocation
US large cap equity	14%
US small/mid cap equity	6%
International equity	12%
Emerging markets	4%
Core fixed income	8%
Floating rate corp loans	7%
Real estate	15%
Hedge funds of funds	14%
Master limited partnerships	7%
Commodities	3%
Reinsurance	5%
Private equity	5%
Total	100%

- b. Itemize fees for the following:
 - Investment advisory or outsourced chief investment officer fees
 - Investment manager fees
 - Investment manager revenue share
 - Directed brokerage
 - Soft dollar fees
 - Conversion fee
 - Transferring assets from one fund/manager to another when replaced
 - Any other transaction fees (please describe)
 - Travel, other administrative fees, audit support, etc.
 - What additional fees might apply that are not included in your fee proposal?

- c. Identify the period of time the proposed fees will remain in effect.

Section 13: Terms and Conditions Acceptance and Exceptions

With the submission of the Proposal, Bidders must acknowledge acceptance of Platte River's RFP documents (including the Agreement and all attachments) – or clearly note change requests or exceptions.

APPENDIX A: CONFIRMATION STATEMENT

If the Bidder cannot fulfill the criteria of any of the items in this Confirmation Statement, please provide a detailed explanation associated with the applicable item below.

1. The investment consulting firm is a registered investment advisor under the Investment Advisers Act of 1940. (Please provide your firm's most recent Form ADV.)
2. The investment consulting firm has been in business for a minimum of five years.
3. The individual assigned to the Plan as lead consultant has a minimum of five years of professional experience in the investment consulting field.
4. The investment consulting firm has been providing investment consulting services to at least two other public retirement systems which are approximately the size of the Plan or larger. "Size" means the approximate market value of the assets of the Plan.
5. The investment consulting firm agrees to be a Fiduciary to the Plan as that term is defined in Colorado State law.
6. In response to ARTICLE V: PROPOSAL, the investment consulting firm has disclosed all conflicts of interest, all sources of revenue and all affiliations.

**APPENDIX B: THE PLAN'S INVESTMENT-RELATED
ASSOCIATES (04/30/2019)**

Please review this list in conjunction with ARTICLE V, Section 3: Conflicts of Interest and Appendix A: Confirmation Statement, Question 6.

I. Plan Managers

Domestic Equity Managers

The Vanguard Group
Wellington Management Company, LLP
Wells Fargo Bank, NA

Non-U.S. Equity Managers

Aberdeen Asset Management LLC
American Funds
Dimensional Fund Advisors, LP
Lazard Asset Management LLC

Fixed Income Manager

Metropolitan West Asset Management

Floating Rate Loans Manager

Eaton Vance Corp

Master Limited Partners

Tortoise Capital Advisors

Commodities Manager

Credit Suisse Group

Real Estate Manager

Principal Life Insurance Company

Hedge Fund Manager

Blackstone Alternative Asset Management

Reinsurance Manager

Stone Ridge Trust II

Private Equity Manager

Partners Group Holding

II. Custodial Bank

Wells Fargo Institutional Trust (Wells Fargo Bank, NA)

III. Retirement Committee, Board of Directors and Support Staff

Retirement Committee

Joseph Bernosky, Chairman
Jason Frisbie, Plan Administrator
Brian Bagley
Ross Cunniff
Todd Jirsa
David Smalley

Board of Directors

Todd Jirsa, Chairman
Reuben Bergsten, Vice Chairman
Brian Bagley
Joseph Bernosky
Ross Cunniff
Jacki Marsh
Wade Troxell
Susan Wisecup

Support Staff

Libby Clark
Julie Depperman
Kerry Fields
Caroline Schmiedt
Tracy Thompson