



City of Milwaukee
Employees' Retirement System

Bernard J. Allen
Executive Director

David M. Silber, CFA, CAIA
Chief Investment Officer

Melody Johnson
Deputy Director

March 8, 2018

Mr. Jim Owczarski
City Clerk
Room 205, City Hall

Dear Mr. Owczarski:

Please be advised that an Administration & Operations (A&O) Committee Meeting of the Annuity and Pension Board has been scheduled for **Thursday, March 15, 2018 at 9:00 a.m. in the Employees' Retirement System Conference Room at 789 N. Water Street, Suite 300.** If a quorum of the Board is present, this meeting will convene as a Special Board Meeting. The agenda is as follows:

- I. Approval of First Amendment to Agreement with CenturyLink, Inc.
- II. Approval of Contract with American Business Technologies, Inc. dba ABT Mailcom.
- III. Review of Actuarial RFP.
- IV. IT Projects Portfolio.
- V. Organizational/Personnel Update.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard J. Allen".

Bernard J. Allen
Executive Director

BJA:jmw

PLEASE NOTE - Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, please call 414-286-3557.



**FIRST AMENDMENT
TO THE MASTER SERVICES AGREEMENT BETWEEN
THE EMPLOYES' RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE
AND
CENTURYLINK, INC.
(FORMERLY LEVEL 3 COMMUNICATIONS, LLC)**

THIS IS THE FIRST AMENDMENT ("First Amendment") to the Master Services Agreement ("Agreement") beginning September 30, 2016, between the Employees' Retirement System of the City of Milwaukee ("ERS") and CenturyLink, Inc. ("CenturyLink"), which was named Level 3 Communications, LLC at the time the Agreement was executed;

WHEREAS, since the execution of the Agreement, Level 3 Communications, LLC was acquired by CenturyLink; and

WHEREAS, CenturyLink has agreed to fulfill all terms of the Agreement and remain liable for all of Level 3 Communications, LLC's obligations under the Agreement; and,

WHEREAS, ERS and CenturyLink wish to amend the Agreement to reflect Level 3 Communications, LLC's acquisition;

NOW, THEREFORE, in consideration of the mutual covenants herein stated, ERS and CenturyLink agree to amend the Agreement as follows:

1. The name "CenturyLink, Inc. is substituted for each and every appearance of the name "Level 3 Communications, LLC".
2. ERS and CenturyLink affirm the non-amended provisions of the Agreement.
3. This First Amendment is the entire amendment to the Agreement between ERS and CenturyLink. No other terms or conditions, oral or written, shall be effective, binding or alter the terms of this Amendment or the Agreement unless expressly agreed to in writing by ERS and CenturyLink.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original; all such counterparts shall, together, constitute only one instrument. PDFs shall be deemed the same as originals.

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IN WITNESS WHEREOF, the parties hereto execute this First Amendment:

CenturyLink, Inc.

Name:

Date

Title:

THE EMPLOYES' RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE

Martin Matson, Board President

Date

Bernard J. Allen, Executive Director

Date

Countersigned:

Assistant City Attorney
As to Form and Execution

Date

1054-2018-385:247401

CONTRACT FOR SERVICES
between
American Business Technologies, Inc. dba ABT MAILCOM
and
Employees' Retirement System of the City of Milwaukee

General Service Description:	Annual 1099R Professional Services
Time of Performance:	April 1, 2018 through March 31, 2021
Maximum Compensation Not to Exceed:	\$39,000

THIS AGREEMENT is effective April 1, 2018 (the "Effective Date"), by and between ABT MAILCOM , a tax form processing and mailing service ("CONTRACTOR"), and the Employees' Retirement System of the City of Milwaukee, a body corporate and politic under the laws of the State of Wisconsin ("ERS").

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Agreement as an independent entrepreneur and not as an employee of the ERS; and

WHEREAS, ERS wishes to retain the services of CONTRACTOR as described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RETENTION OF SERVICES, STANDARDS, PLACE OF PERFORMANCE.

1.1 The ERS hereby agrees to engage CONTRACTOR and CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the ERS, the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement.

1.2. CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results produced pursuant to the terms and conditions of this Agreement shall conform to such recognized high professional standards as are prevalent in CONTRACTOR's field of endeavor and like services.

1.3. CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Agreement at such place or places as is necessary so as to enable CONTRACTOR to fulfill CONTRACTOR's obligations under this Agreement.

1.4 The following constitute the contract documents (collectively the "Agreement"). If there is a conflict or ambiguity (including but not limited to the Effective date and/or the dates of service), the Agreement shall be governed by these listed documents in descending order of precedence:

First:	This Contract for Services
Second:	Pledge of Confidentiality (Exhibit A)
Third:	Statement of Work (Exhibit B)

Fourth: Price List (Exhibit C)

2. TIME OF PERFORMANCE.

2.1 The term of this Agreement (“Term”) shall begin on the Effective Date, and shall end upon March 31, 2021, or if applicable, earlier termination.

2.2. In addition to all other remedies inuring to the ERS should CONTRACTOR’s obligations and duties under the Agreement not be completed by the end of the Term, CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this Agreement.

3. SCOPE OF SERVICES. CONTRACTOR shall provide services as specified in Exhibit B.

4. CONDITIONS OF PAYMENT.

4.1 Upon receipt of a properly submitted and approved invoice, CONTRACTOR shall be compensated for services and equipment actually provided at the rates and prices set forth in Exhibit C; however, no payments or disbursements under the Agreement shall be made until satisfactory evidence that compliance with the insurance requirements described in Section 11 has been provided.

4.2 All other costs, fees, charges and expenses (including but not limited to travel and administrative costs and fees) not set forth in Exhibit C are excluded hereunder.

4.3 Total compensation to CONTRACTOR shall not exceed \$39,000 over the Term, except as provided in section 14.

4.4 The ERS strives to make timely payment on all invoices. Payment to CONTRACTOR will be deemed timely if the payment is mailed, delivered, or transferred within 30 calendar days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later. If the ERS does not make payment by the 45th calendar day, the ERS shall pay simple interest beginning with the 31st calendar day at the rate of 1% per month (unless the ERS disputes the amount of the invoice). *Reference* Common Council File No. 101137 adopted January 19, 2011, provisions of state statute 66.0135.

4.5 Compensation for services required under this Agreement shall be contingent upon each activity being reviewed for approval by the ERS and approved by ERS for payment. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the ERS Executive Director or its designee shall prevail.

4.6 Continuation of this Contract beyond December 31 of any year is contingent up on the appropriation of sufficient funds by the proper ERS and City of Milwaukee officials.

5. **NOTICES.** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

ABT MAILCOM
N1977 Schaitel Road Suite 400
Lake Geneva WI 53072-6218
Attn: Kent Moore and Tom Bence

and to the ERS at:

Employees' Retirement System
789 N Water Street, Suite 300
Milwaukee, WI 53202
Attention: Bernard J. Allen, Executive Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

6. **REPORTS.** At such times and in such forms as the ERS may require, there shall be furnished to the ERS Executive Director such statements, records, reports, data, and information as the ERS may request pertaining to matters covered by this Agreement.

7. **DOCUMENT OWNERSHIP & CONFIDENTIALITY.**

7.1. Document ownership. All reports, studies, analysis, memoranda, work product and related data and material as may be developed during the performance of this Agreement shall be submitted to and be the exclusive property of the ERS, which shall have the right to use same for any purpose without any additional compensation to CONTRACTOR.

7.2 Confidentiality.

7.2.1 All of the work product, reports, information, data, documents, etc., whether electronic, hard copy, or in any other format ("confidential material") (1) prepared or assembled by CONTRACTOR under this Agreement, (2) provided to CONTRACTOR by ERS, and/or (3) developed by CONTRACTOR based on information provided by the ERS in the performance of this Agreement, are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government as required by law, without the prior written approval of the ERS Executive Director.

7.2.2 Upon termination of this Agreement, CONTRACTOR shall deliver all confidential material of the ERS in its possession to the ERS within thirty (30) business days of such termination and provide ERS with a certification that all of CONTRACTOR's copies of the material delivered to ERS have been destroyed. If there are certain confidential materials that CONTRACTOR cannot practicably return to ERS, or provide a copy to ERS and then provide certification of destruction as described above, CONTRACTOR shall provide notice of those retained documents to ERS, and ERS and CONTRACTOR shall consult regarding the return and/or destruction of those documents. Irrespective of the foregoing, and any confidential materials retained by CONTRACTOR must be maintained subject to the confidentiality restrictions set forth in this Agreement, and subject to the requirements of Section 17 "RECORDS".

7.3 Access to Confidential Materials. Without limiting sections 7.1, 7.2, or 7.4, CONTRACTOR acknowledges that in order to perform the scope of services set forth in this Agreement, CONTRACTOR's employee(s) will utilize data provided to CONTRACTOR by ERS which contains highly confidential and/or personally identifiable information relating to individual members of the ERS system. CONTRACTOR warrants that only those individuals identified in section 15.4 may have access to this information. CONTRACTOR further warrants that such information shall be safeguarded from any use not specifically delineated in Agreement, shall not leave CONTRACTOR's facility except as directed by ERS, shall not be copied except as may be required by this Agreement.

7.4 Notice of Unauthorized Acquisition of Confidential Information. CONTRACTOR shall notify the ERS if it has knowledge of an unauthorized acquisition or use of confidential information as soon as possible, but no later than within one business day of such knowledge.

8. CONTRACTOR IS INDEPENDENT CONTRACTOR.

8.1 No fringe benefits. Neither CONTRACTOR, nor CONTRACTOR's employees, shall receive or be eligible for any fringe benefits or any other benefits to which ERS salaried employees are entitled to or are receiving.

8.2 Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of CONTRACTOR receiving payment under this Agreement shall be the sole responsibility of CONTRACTOR. Insurance requirements are set forth in Article 11.

8.3 Responsibility for CONTRACTOR's Insurance. CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the ERS during the terms of this Agreement or any extension thereof.

9. SUBCONTRACTING. CONTRACTOR shall not subcontract for the performance of any of the services set forth in this Agreement without prior written approval obtained from the ERS Executive Director. CONTRACTOR shall be as fully responsible to the ERS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

10. INDEMNIFICATION AND DEFENSE OF SUITS.

10.1 If the ERS sustains any loss, or any action in court, claim, or proceeding before an administrative agency is brought against ERS or any of its officers, employees, or Pension Board due, in whole or in part, to CONTRACTOR's acts or omissions under this Agreement, including but not limited to injury or damage to the extent caused by CONTRACTOR's acts or omissions, including but not limited to negligence, gross negligence, fraud, or intentional acts, (collectively, "Claims"), CONTRACTOR shall make whole, defend, indemnify, and save harmless ERS and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such Claims. ERS shall tender defense of any Claims to CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of CONTRACTOR and CONTRACTOR's insurer to defend such Claims without cost or expense to ERS or ERS's officers, agents, Pension Board, or employees.

11. INSURANCE.

11.1 General Insurance Requirements.

11.1.1 CONTRACTOR will secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts as may be necessary to protect itself and the interests of the ERS against all hazards or risks of loss as hereafter specified.

11.1.2 The form, limits, and underwriter of all required insurance coverages is subject to ERS approval; however, regardless of any ERS review, it will be the responsibility of CONTRACTOR to maintain the specified insurance coverage at all times.

11.1.3 Failure of CONTRACTOR to maintain the specified coverage, or to insure that any subcontractors maintain the specified coverage, will not relieve CONTRACTOR of any contractual responsibility or obligation.

11.1.4 All policies are to contain notice requirements that ensure that 30 days advance written notice will be provided to the ERS prior to cancellation/renewal or alteration of terms and conditions of the policies.

11.1.5 Insurers which provide the insurance coverage referenced in this section are to have an A.M. Best rating of no less than A/VIII. CONTRACTOR will provide immediate written notice to the ERS if there is any change in the A.M. Best rating of any insurer.

11.1.6 Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.

11.1.7 If subcontractors are used, each subcontractor must meet all requirements in this Section 11. It will be the responsibility of CONTRACTOR to ensure that all subcontractors are in compliance with this Section 11.

11.1.8 All policies other than Workers Compensation/ Employers Liability, Professional Liability, Crime and Cyber Risk/Network Security are to include the Employees' Retirement System of the City of Milwaukee, the Annuity and Pension Board, their staffs, present and former employees, officers, directors, agents and representatives as additional insureds. The additional insured status should be shown on the Certificates of Insurance.

11.1.9 All policies shall be written on an occurrence form, other than professional liability as noted below.

11.2 Commercial Automobile Liability.

Combined Single Limit \$1,000,000 each accident

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the ERS including its past and present: Pension and Annuity Board,

directors, officers, agents, employees, staffs and volunteers.

- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

11.3 Commercial General Liability.

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Coverage must be equivalent to ISO form CG0001 or better.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

11.4. Professional Liability (Errors and Omissions).

Combined Single Limit	\$1,000,000 each accident
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In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.
- If a claims-made form is used and a change of insurer occurs during the contract

period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.

11.5. Workers' Compensation Insurance.

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.

11.7 Cyber Insurance.

Cyber Insurance	\$2,000,000 each accident
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In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Coverage shall include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.

11.8 Self Insurance. Any request for self-insurance must be submitted in writing to the ERS and the ERS' Risk Management Consultant for consideration.

11.9 Crime Insurance.

Employee Dishonesty	\$30,000
per loss	

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Coverage shall include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.

12. REGULATIONS. CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related to the scope of work.

13. TERMINATION

13.1 Termination of Agreement for cause. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the ERS Executive Director shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by CONTRACTOR under this Agreement shall, at the option of the ERS, become the property of the ERS. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to the ERS for damages sustained by the ERS by virtue of any breach of the Agreement by CONTRACTOR, and the ERS may withhold any payments to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the ERS from CONTRACTOR is determined.

13.2 Termination for convenience. The ERS may terminate this Agreement at any time for any reason by giving at least thirty days' notice in writing from the ERS Executive Director to CONTRACTOR. If CONTRACTOR is terminated by the ERS as provided in this section 13.2, and not if terminated for cause pursuant to section 13.1, CONTRACTOR will be paid an amount for the services actually and satisfactorily performed.

14. CHANGES. The ERS Executive Director may, from time to time, request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which is mutually agreed upon by and between the ERS and CONTRACTOR, shall be incorporated in written amendments to the Agreement.

15. PERSONNEL.

15.1. CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the ERS.

15.2. All of the work or services required hereunder will be performed by CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15.3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the ERS Executive Director. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. CONTRACTOR shall be as fully responsible to the ERS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by them.

15.4 ERS will approve or disapprove of the employees selected by CONTRACTOR to complete the services described in Exhibit B. Should ERS, in good faith, disapprove CONTRACTOR's choice of employee, CONTRACTOR must, in good faith, propose an alternative employee without cost to ERS. ERS may disapprove as many of CONTRACTOR's employees as it, in good faith,

believes is necessary to meet the requirements of the position, internal ERS and City of Milwaukee policies, and security requirements. For purposes of this Agreement, ERS has approved: Kent Moore and Teri Voss.

16. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the ERS Executive Director. Provided, however that claims for money due or to become due CONTRACTOR from the ERS under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the ERS Executive Director.

17. RECORDS.

17.1 Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the ERS with respect to all matters covered by this Agreement. Both parties understand that the City of Milwaukee and ERS are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. CONTRACTOR acknowledges that it is obligated to assist the ERS and the City of Milwaukee in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that CONTRACTOR must defend and hold the City of Milwaukee and ERS harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement. **Particular attention is directed towards Wis. Stat. sec. 19.36, which states that “any record produced or collected under” this Agreement, including those held by CONTRACTOR, may be subject to disclosure under the public records law.**

17.2 Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the ERS, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the ERS or such agency for examination all of its records with respect to all matters covered by this Agreement and CONTRACTOR shall permit the ERS or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

19. CONFLICT OF INTEREST.

19.1 Interest in Contract. No officer, employee or agent of the ERS who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

19.2 Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

19.3 Interest of Contractor and Employees. CONTRACTOR covenants that no person described in sections 19.1 and 19.2 above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of CONTRACTOR or its employees must be disclosed to the ERS. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

20. DISCRIMINATION PROHIBITED.

20.1. In all hiring or employment made possible by or resulting from this Agreement there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

20.2 No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The ERS and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

20.3 CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20.4 CONTRACTOR agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

21. WITHHOLDING OF SALARIES. If in the performance of this Agreement there is any underpayment of salaries by CONTRACTOR or by any subcontractor thereunder, the ERS shall withhold from CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be

disbursed by the ERS for and on account of CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

22. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Agreement shall be promptly reported in writing by CONTRACTOR to the ERS for the latter's decision, which shall be final with respect thereto.

23. SEVERABILITY. If any term or condition of the Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be valid and enforceable.

24. GOVERNING LAW & JURISDICTION.

24.1 Governing Law. The provisions of the Agreement will be constructed in accordance with the laws on the State of Wisconsin.

24.2 Jurisdiction. The venue for any proceedings before a court of law (whether federal or state) will be geographically located in Milwaukee County, Wisconsin.

25. MISCELLANEOUS.

24.1 Headings. All headings and titles used in contract documents exist for the purposes of document organization and reference and will not be considered a term or condition of any agreement entered into by CONTRACTOR and the ERS.

24.2. Consent to Breach Not Waiver. The consent to a breach of any term or condition of this Agreement by either party will not be considered a waiver of such term or condition nor will such breach be considered consent to a subsequent breach.

24.3 Force Majeure. Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

24.4 CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as set forth in this Agreement.

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IN WITNESS WHEREOF, the CONTRACTOR and the ERS have caused this Agreement to be executed for and on their respective behalf as of the dates hereinafter set forth.

EMPLOYEES' RETIREMENT SYSTEM
OF THE CITY OF MILWAUKEE:

ABT MAILCOM:

By: _____
Martin Matson, President Pension and Annuity Board

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Witness: _____

By: _____
Bernard J. Allen, Executive Director

Date: _____

Examined and approved as to form and execution this

_____ day of _____, 201____.

Office of the City Attorney

City Comptroller:

Martin Matson

Date

1054-2017-1952:245104.1

EXHIBIT A

[Exhibit A must be signed for all employees listed Sec. 15.4]

PLEDGE OF CONFIDENTIALITY

A. _____ (“contractor employee”) pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees’ Retirement System (“ERS”) and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Milwaukee, Wisconsin this ____ day of _____, 20____.

Subscribed and sworn to before me

this ____ day of _____, 20____.

Notary Public, State of Wisconsin

My Commission expires: _____

EXHIBIT B

Consulting Services Agreement – Statement of Work

MailCom Consulting
N27 W23953 Paul Road, Suite 104
Pewaukee, WI 53072-6218
Hereinafter referred to as Contractor

Employees' Retirement System (ERS)
City of Milwaukee
789 North Water Street, Suite 300
Milwaukee, WI 53202
(Hereinafter referred to as ERS)

Contractor and ERS hereby agree to the following:

- 1) CONTRACTOR shall provide the ERS with the following agreed upon services:
 - a) Generating of samples.
 - b) Printing and mailing of all 1099-Rs to recipients after final approval on forms provided by CONTRACTOR.
 - c) Furnishing ERS with images of all 1099-Rs mailed and about 200 blank stock (including envelopes).
 - d) Generating of Internal Revenue Service Reporting file in format acceptable to the Internal Revenue Service and furnishing it to the ERS.
- 2) It is understood that the agreed upon services are vital and must be provided in a timely manner, and that in order to accomplish this, a timetable of events with assigned tasks, due dates for CONTRACTOR and the ERS, and appropriate work product/file formats has been established.

Task	Mode	Responsible	Period
Transmittal of initial file in MS Excel format	E-mail	ERS	January 15 or following business day
Working period (including receipt of samples, clarifications, fixes, final go/no-go)	Fax E-mail	ERS and CONTRACTOR	5 business days after initial file is transmitted
Final mailing of all 1099-Rs	US Mail	CONTRACTOR	To be mailed 3 business days before January 31
Provide ERS with images of all 1099-Rs mailed and blank stock	CD and paper	CONTRACTOR	To be received by ERS 1 business day before January 31
Final fixes of any addresses or other minor changes, and transmittal of updates	E-mail	ERS	February 15 or following business day
Produce and furnish final Internal Revenue Service reporting file	CD	CONTRACTOR	To be received by ERS on February 21 or following business day

- 3) Data furnished by the ERS in relation to this contract contains sensitive information and needs to be protected by CONTRACTOR against any leaks or misuse.

EXHIBIT C

Price List

Annual Cost broken out below based on Statement of Work (Exhibit B).

- Setup for 1099R Mailing and Reporting Files to IRS and State of Wisconsin:
\$1,450,00 annually
- Mailing and Postage cost for Mailing of 1099Rs to all retirees: \$0.67 per 1099R

Prices for Mailing and Postage are based off current postage and material rates. Pricing is subject to change if there are adjustments in postal rates or material costs during the three-year contract. ABT MAILCOM will provide ERS notice if changes are going to take place prior to each year's services.



Employees' Retirement System
Milwaukee, Wisconsin
June 15, 2018

Request for Proposal (RFP)
for Actuarial Services

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ATTACHMENTS

- A. Cover page
- B. Designation of Confidential and Proprietary Information
- C. Proposal Checklist

APPENDIX

- A. Milwaukee City Charter Chapter 36
- B. Annuity and Pension Board Rules and Regulations

SECTION 1 - INTRODUCTION

1.1 Purpose

This Request for Proposal ("RFP") is issued by the Employees' Retirement System of the City of Milwaukee ("ERS" or "System") for the purpose of soliciting proposals from actuarial Firms to provide actuarial services for the Annuity and Pension Board ("Board"). The Board administers the System fund and contracts with an actuarial consultant to advise and report on actuarial matters for the System. The System is a defined benefit plan with a 01/01/2017 actuarial value totaling \$5,055,700,000. Chapter 36 of the City Charter of the City of Milwaukee governs the ERS in conjunction with the Rules and Regulations of the Board. A copy of Chapter 36 and the Rules and Regulations are attached as Appendix A and B.

The Firm(s) to whom the contract(s) is/are awarded will provide actuarial analysis of and reports regarding the System funds in conformity with and subject to the terms of the contracts contemplated hereby between the Board and the Firm and subject to applicable law. ERS intends to award a five-year contract with the option to renew the contract for one additional three-year period.

Proposals are being solicited from all interested and appropriate actuarial Firms. The RFP and all addenda will be posted on the Employees' Retirement System website at <http://www.CMERS.com>. Bidders are advised to check this website periodically for any issued addenda to the RFP. The RFP and all addenda may also be found on the City of Milwaukee website at <http://city.milwaukee.gov>.

1.2 Definitions

For the purposes of this RFP, the following words shall have the following meanings:

1. "Board" means the Annuity and Pension Board of the Employees' Retirement System of the City of Milwaukee.
2. "Calendar year" means the period beginning January 1 and ending December 31 of any numbered year.
3. "Consulting actuaries" means the Principal Actuary and all Supporting Actuaries assigned to and providing services to ERS under an actuarial consulting services contract.
4. "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.
5. "ERS" means the Employees' Retirement System of the City of Milwaukee.

6. "Firm" or "Contractor" shall mean the business that provides actuarial consulting services pursuant to a contract for services.
7. "Membership" means active, inactive, retired, members and beneficiaries.
8. "Principal actuary" means the lead and most senior actuary of the Firm assigned to and providing services under the Contract.
9. "Proposal" means the Contractor's proposal submitted in response to the RFP.
10. "Responsible Contractor" means a Firm that has the capability in all material respects to perform the specifications of the Contract. In determining whether a Firm is a Responsible Contractor, the ERS may consider various factors including, but not limited to, the Firm's competence and qualifications to provide the goods or services requested, the Firm's integrity and reliability, the past performance of the Firm and the best interest of ERS.
11. "Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.
12. "RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
13. "State" shall mean the State of Wisconsin.
14. "Supporting actuary" means a less senior actuary that will support the Principal Actuary in providing services to ERS.

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and via email. It is the ERS's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 3.3, Evaluation and Selection.

1.4 Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the ERS's benefit and is intended to provide the ERS with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

SECTION 2 - ADMINISTRATIVE INFORMATION

2.1 Inquiries

All inquiries concerning this RFP shall be submitted by the date outlined in 2.3 Procurement Timetable (below), in accordance with Section 2.4, in writing and only to the Issuing Officer.

The ERS assumes no responsibility for verbal representations concerning conditions made by its officers or employees at any time, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by the Issuing Officer. Any information provided by the Firm verbally shall not be considered part of the Firm's proposal. Only written communications from the Firm and received by the Issuing Officer will be accepted.

From the issue date of the RFP until announcement of the successful Firm(s), Firms may contact only the Issuing Officer with regard to the RFP. The Issuing Officer will respond only to questions regarding the procurement process and interpretation of the RFP. Questions related to the procurement process and interpretation of the RFP must be submitted in writing to the Issuing Officer by 4:45 p.m. local Milwaukee time on the date stated in 2.3 Procurement Timetable. Verbal questions related to the interpretation of this RFP will not be accepted. **Firms may be disqualified if they contact any ERS employee or Trustee other than the Issuing Officer.**

Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://www.CMERS.com>. The Firm is advised to check the website frequently for Addenda to this RFP, particularly if the Firm downloaded the RFP from the Internet as the Firm may not automatically receive addenda. It is the Firm's sole responsibility to check daily for addenda to posted documents.

2.2 Wisconsin Statutes and Rules

The term and conditions of this RFP, any resulting contract, and any activities occurring as a result of, or based upon this RFP shall be governed by and construed in accordance with the laws of Wisconsin and the City of Milwaukee Code of Ordinances.

2.3 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the ERS reserves the right to change the dates.

PROCUREMENT TIMETABLE (Event or Action)	Date/Time
Number of years of the initial term of the contract	5
Number of possible 3-year extensions	1
Initial Term	1/1/2019 through 12/31/2023
ERS Issues RFP (also posted on website)	6/15/2018
RFP written questions, requests for clarification, and suggested changes from Consultants due	6/29/2018 at 4:45 PM CST
ERS's written response to RFP questions, requests for clarifications and suggested changes due	7/13/2018 at 4:45 PM CST
Proposals Due	7/20/2018 at 4:45 PM CST
Anticipated dates for Contractor Interviews (as needed)	8/27/2018
Anticipated Date to issue Notice of Intent to Award	8/28/2018
Anticipated Date to execute Contract	10/31/2018

2.4 Questions, Requests for Clarification, and Suggested Changes

Firms are invited to submit written questions and requests for clarifications regarding the RFP. Firms may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing, by mail or email, and received by the Issuing Officer before 4:45 p.m., local Milwaukee time, on the date outline above in 2.3 Procurement Timetable. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be released to Firms on or before the date outlined above in 2.3 Procurement Timetable. The ERS's written responses will be considered part of the RFP, and may be adopted as an amendment to the RFP.

2.5 Amendment to the RFP and Proposal and Withdrawal of Proposal

ERS reserves the right to amend the RFP at any time before the Proposals are due. The Firm shall acknowledge receipt of an amendment in its Proposal by including a signed copy of the posted addendums in their bid submittal. Firms who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals.

Firms must notify the Issuing Officer in writing if they wish to withdraw their proposals. Modifications to and resubmissions of any proposal must be in writing, signed by the firm, and submitted by the firm so that it is received by the Issuing Officer no later than the deadline set for the receipt for proposals. Fax modification will not be accepted.

2.6 Submission of Proposals

Each firm must submit its Proposal so that the Issuing Officer receives the Proposal on or before the "Proposals Due" date and time listed above in 2.3 Procurement Timetable. **This is a mandatory requirement and will not be waived. Any Proposal received by the Issuing Officer after this deadline will be rejected and returned unopened to the firm.** Firms mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the firm's responsibility to ensure that the Proposal is received by the Issuing Officer prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Faxed proposals will not be accepted. Firms must furnish all information necessary to evaluate the proposal. Proposals that fail to meet the mandatory requirements of the RFP may be disqualified.

Contractors must furnish all information necessary to enable the ERS to evaluate the Proposal. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.7 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.

2.8 Proposal Opening

The proposals will remain confidential until the evaluation committee has reviewed all of the proposals submitted in response to this RFP and ERS has announced a notice of intent to award a contract.

2.9 Costs of Preparing the Proposal

The costs of preparation and delivery of the proposal are solely the responsibility of the Firm.

2.10 Rejection of Proposals

The Board reserves the right to reject any or all proposals or any portion thereof without penalty at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Board to award a contract or to execute a binding contract with any Firm that may be selected as a result of this RFP. ERS reserves the right to cancel this RFP, to issue a new RFP, to award a contract in whole or in part, or to perform any or all of the services described in this RFP if it is in the best interests of the ERS. This RFP is

designed to provide Firms with the information necessary to prepare a competitive proposal. This RFP process is for the benefit of the ERS and is intended to provide it with competitive information to assist in the selection of one or more Firms to provide services. It is not intended to be comprehensive and each Firm is responsible for determining all factors necessary for submission of a comprehensive proposal.

2.11 Disqualification

ERS may reject outright and not evaluate a Proposal for reasons including, without limitation, the following:

1. The Firm's response materially changes a requirement, term, condition, or specification of this RFP or any attachment thereto, or acknowledges that a mandatory specification of the RFP cannot be met.
2. The Firm's response limits the rights of ERS.
3. The Firm fails to include information necessary to substantiate that it will be able to meet a requirement of this RFP.
4. The Firm fails to respond to ERS request for information, documents, or references.
5. The Firm fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 3 of this RFP.
6. The Firm presents the information requested by this RFP in a format
7. inconsistent with the instructions of the RFP.
8. The Firm contacts any ERS employee or Trustee other than the Issuing Officer in violation of Section 2.1.
9. The Firm provides misleading or inaccurate responses.
10. The Firm does not meet the Minimum Qualifications, as provided in section 5.1.

2.12 Nonmaterial Variances

ERS reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of ERS, it is in the ERS's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Firms; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event ERS waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Firm from full compliance with RFP specifications or other contract requirements if the Firm is awarded the contract. The determination of materiality is in the sole discretion of ERS.

2.13 Reference Checks

The ERS reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal and to discuss the

Firm's qualifications and the qualifications of any subcontractor identified in the proposal.

2.14 Information from Other Sources

The ERS reserves the right to obtain and consider information from other sources concerning a Firm, such as the Firm's capability, financial strength and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.15 Verification of Proposal Contents

The content of a proposal submitted by a Firm is subject to verification. Misleading or inaccurate responses may result in disqualification. If the ERS determines, in its sole discretion, that the content is in any way misleading or inaccurate, the ERS may reject the Proposal.

2.16 Criminal History and Background Investigation

The Agency and ERS reserve the right to conduct criminal history and other background investigation of the Firm, its officers, directors, subcontractors, shareholders, or partners and managerial and supervisory personnel retained by the Firm for the performance of the contract.

2.17 Proposal Clarification Process

The Issuing Officer reserves the right to contact a Firm after the submission of proposals for the purpose of clarifying a proposal to ensure mutual understanding. The Issuing Officer will not consider information received if the information materially alters the content of the proposal or alters the type of services the Firm is offering to the ERS. An individual authorized to legally bind the Firm shall sign responses to any request for clarification. Responses shall be submitted within the time specified in the Issuing Officer's request. Failure to comply with requests for additional information may result in rejection of the proposal as non-compliant.

2.18 Disposition of Proposals

All proposals become the property of the ERS and shall not be returned to the Firm. At the conclusion of the selection process, the contents of all proposals will be public records available for inspection by interested parties subject to exceptions provided pursuant to Wisconsin Public Records Law.

2.19 Public Records and Requests for Confidential Treatment

The ERS shall treat all information submitted by a Firm as public information following the conclusion of the selection process unless the Firm properly requests that information be treated as confidential at the time of submitting the Proposal. The ERS's release of information is governed by Wisconsin Public Records Law. Firms are encouraged to familiarize themselves with Wisconsin Public Records Law before submitting a proposal, particularly Wis. Stat. 19.36(3) relating to "any record produced or collected under a contract entered into by the authority with a person other than an authority." The ERS will copy, disclose and permit examination of public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the Firm's Proposal and on the Designation of Confidential Information form included as Attachment B. In addition, the Firm must enumerate the specific grounds in Wisconsin Public Records Law or other applicable law, which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Firm to respond to any inquiries by the ERS concerning the confidential status of the materials.

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 may be deemed non-responsive and disqualify the Firm.

If the Firm designates any portion of the RFP as confidential, the Firm must submit one copy of the proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3.1 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.

In the event ERS receives a request for information marked confidential and the ERS determines that such information, or part of such information, is in fact disclosable under the Wisconsin Public Records Law (i.e. does not fall into one of the exceptions to disclosure such as trader secrets), written notice shall be given to the Firm seven calendar days prior to the release of the information to allow the Firm to seek injunctive relief, if applicable, pursuant to Wisconsin Public Records Law. Firm shall bear ERS's litigation costs if a court of competent jurisdiction ultimately determines that the information must be disclosed pursuant to the Wisconsin Public Records Law.

2.20 Copyrights

By submitting a proposal, the Firm agrees that the ERS may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The Firm consents to such copying and use by submitting a proposal and warrants that such copying and use will not violate the rights of any

third party. ERS shall have the right to use ideas or adaptations of ideas that are presented in the proposals.

2.21 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 3 of the RFP. ERS will not necessarily award any contract resulting from this RFP to the Firm offering the lowest cost to the ERS. Instead, ERS will award the contract to the compliant Firm whose proposal provides the ERS with the best value.

2.22 Award Notice and Acceptance Period

Notice of intent to award the contract will be sent by email to all Firms submitting a timely proposal. Negotiation and execution of the contract shall be completed no later than three weeks after Notice of Intent to award of the contract, unless ERS gives written notice to extend the deadline. If the apparent successful Firm fails to negotiate and deliver an executed contract by the aforementioned required date, ERS may cancel the award and/or award the contract to another compliant Firm.

2.23 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the Contract terms in Section 4 without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Contract language it proposes to include in place of the provision according to Section 3.2, section 4. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the ERS may reject the Proposal, in its sole discretion.

2.24 Definition of Contract

The full execution of a separate written contract shall constitute the making of a contract for services, and no Firm shall acquire any legal or equitable rights relative to the services to be provided in connection with this RFP until a separate written contract, with terms and conditions acceptable to ERS, has been fully executed by ERS and the successful Firm. By submitting a proposal, each Firm acknowledges that any award of a contract or selection of a successful Firm by ERS under this RFP, including, without limitation, any verbal or written notice thereof provided by or on behalf of ERS, shall not create any contractual rights or other obligations between the ERS and the successful Firm until a separate,

written contract with terms and conditions acceptable to ERS has been executed by ERS and the successful Firm.

2.25 Choice of Law/Venue

The contract awarded to the successful Firm, and all questions arising in connection with such contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to the contract shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction.

2.26 No Minimum Guaranteed

ERS anticipates that the selected Firm, if any, will provide consulting services as requested by ERS. ERS will not guarantee any minimum usage of the Firm's services for "As-Needed Services". In addition, ERS makes no guarantee that it will select a Firm as a result of this RFP, or award or execute a contract.

2.27 Agreement Not Exclusive

Any agreement resulting from this RFP shall not be an exclusive agreement between the parties, and the ERS is entitled to enter into similar agreements or arrangements with any other party.

2.28 Attachments and Appendices are Part of RFP

Any attachment, appendix, schedule, table or exhibit that is referred to herein or attached hereto shall be deemed incorporated herein by reference and shall constitute a part of this RFP.

SECTION 3 – FORMAT AND CONTENT OF PROPOSALS AND EVALUATION OF PROPOSALS

3.1 Instructions

1. The Proposal shall include all of the documents and information and meet all of the requirements described in Sections 3.2 and 3.3. Failure to adhere to these requirements may cause rejection of the Firm's proposal.

The Proposal shall be typewritten using a 12-point font on 8.5" x 11" paper (one side only) and be sequentially numbered, beginning with the cover page and include appendices, addendums, and other attachments. Margins shall be no less than 1" on all sides. Tables, figures, or maps may use fonts smaller than 12-point.

2. The Technical Proposal and the Cost Proposal shall be sealed in separate envelopes clearly labeled as such, and all copies shall bear a "Copy" label, e.g., "Copy 1," "Copy 2." The envelopes shall be labeled with the following information:

[Contractor's Name and Address]

RFP FOR ACTUARIAL SERVICES
Employees' Retirement System
Bernard Allen, Executive Director
789 N Water Street
Milwaukee, WI 53202

3. One (1) original and four (4) copies of the Technical Proposal and the Cost Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer. In addition, one (1) electronic copy of the Technical Proposal and the Cost Proposal shall be submitted via email to Mary.Turk@CMERS.com.
4. If the Firm designates any information in its Proposal as confidential pursuant to Section 2.19 of this RFP, the Firm must also submit one (1) copy of the Proposal from which confidential information has been excised. 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.
5. Proposals shall not contain promotional or display materials.
6. Attachments shall be referenced in the proposal.
7. If a Firm proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

3.2 Technical Proposal (Sealed Envelope #1)

The following documents and responses shall be included in the Technical Proposal in the order given below:

1. Cover Page

The Firm will complete and submit with the proposal the information as formatted on the Cover Page included as **Attachment A**.

Designation of Confidential and Proprietary Information

Include this form included as **Attachment B**. If none, state, "Not Applicable."

2. Transmittal Letter

The letter shall include the following:

- a. Table of contents
- b. Executive summary
- c. Name, title, mailing address, electronic mail address, fax number, and telephone number of the contact person who may be contacted by ERS regarding the contents of the Firm's proposal.
- d. Confirmation that the Firm meets the minimum qualifications listed in Section 5.1 and will continue to meet them throughout the term of the contract, or if not, an explanation of how its services would differ from the minimum qualifications.
- e. Acknowledgement that the Firm is able and willing to deliver services as described in Section 5.2 "Scope of Services" or an explanation of how its service would differ from these expectations.
- f. Any request for confidential treatment of information, in addition to the specific statutory basis supporting the request and an explanation of why disclosure of the information is not in the best interest of the public. (See section 2.19 of this RFP for more information about confidentiality.)
- g. The transmittal letter shall include acceptance of terms and conditions. The Firm shall specifically state that Firm agrees with and accepts all terms and conditions stated in the RFP, including the terms and conditions contained in the attachments, without change except as otherwise expressly stated in its Proposal. If the Firm objects to any term or condition, the Firm must specifically refer to the RFP or attachment page and section. Objections or responses that materially alter the RFP may, in ERS's sole determination, be deemed non-responsive and ERS may disqualify the Firm. See Section 4.1 for additional information and requirements regarding contract terms and conditions. Any exceptions to the terms and conditions shall be specifically noted in 3.2.4 below.

3. Scored Requirements

The Firm shall provide a written response to each of the requirements in Section 5.3.

4. Exceptions

Exceptions to RFP and Contract terms, conditions, requirements or other provision of this RFP in accordance with Sections 2.23, 2.24 and 4.3 shall be listed here along with proposed language where applicable.

5. Firm's latest two years' audited financial statements as Attachment C
6. Sample annual valuation report for existing client as Attachment D
7. Sample experience study report for existing client as Attachment E

3.3 Cost Proposal (Sealed Envelope #2)

The Firm's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). Fees quoted should include all administrative, third party travel and all other out-of-pocket costs. No additional reimbursements will be made to the Firm for costs beyond the agreed upon rates outlined in the final negotiated Contract.

The Cost Proposal must be submitted in a separate, sealed envelope labeled "Cost Proposal".

1. Provide the annual dollar amount that your Firm will charge for providing all of the ongoing services listed in Section 5.2(1) "General Contract Administrative Duties", 5.2(2) "Annual Valuation Services", 5.2(3) "Five-Year Experience Study", 5.2(4) "Financial and Accounting Reporting", and 5.2(5) "Other General Services" of this RFP. Provide the information for the Sections separately.
2. Vendor must provide a table showing hourly rates by job title for consultants who will be working on the ERS' 5.2(6) "Services to be Performed at Hourly Rates".

3.4 Evaluation

1. Introduction

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the ERS. The evaluation process is designed to award a contract to one or more Firms with the best combination of attributes to perform the required services and not necessarily to the Firm of least cost.

ERS will use an evaluation committee to review and evaluate the Proposals. The committee will consider all information provided in the Proposal when making its recommendation to ERS and may consider relevant information from other sources.

2. Evaluation Criteria

Technical Proposals will receive points based on the following point weighting of evaluation criteria:

Technical Proposal (Total 850 points)

Services to be Provided (5.3(3))	400
Project Team Experience (5.3(4) and 5.3(6))	250
Firm Experience (5.3(1)), 5.3(2), 5.3(5), 5.3(7))	200

Cost Proposal (Total 150 points)

"Services to be Provided" includes the Services criteria listed in Section 5.3(3).

"Project Team Experience" includes the Personnel criteria listed in Section 5.3(4) and the References criteria listed in Section 5.3(6).

"Firm Experience" includes the Background criteria listed in Section 5.3(1); the Organization criteria listed in Section 5.3(2); the Process and Organization criteria listed in Section 5.3(5); the Terminations, Litigation and Debarment criteria listed in Section 5.3(7).

3. Evaluation Process

The evaluation process shall consist of the following steps:

- *Step 1. Review of Technical Proposal Minimum Qualifications in Section 5.1.* The evaluation committee will first review the Firm's Technical Proposal to determine whether the Firm meets all of the minimum qualifications in Section 5.1 (Proposal response section 3.2.2.D). If a Firm does not meet the minimum qualifications, the Proposal may be rejected and not further reviewed, unless the evaluation committee waives nonmaterial variances, as provided in section 2.12. The minimum qualifications will not be scored.
- *Step 2. Evaluation of Scored Technical Requirements.* The evaluation committee will evaluate and score all Technical Proposals that have advanced through Step 1 as provided in Section 5.2.
- *Step 3. Finalist Interviews.* Members of the evaluation committee may interview finalist Firms in Milwaukee, Wisconsin. The evaluation committee may revise scores as a result of interviews.
- *Step 4. Scoring of Cost Proposals.* After the Technical Proposal Scores are final, the Cost Proposals will be opened. The Issuing Officer and / or the Evaluation Team will calculate the scores for the costs for services as described in Section 5.2(1-5) of the RFP using a formula that compares the costs submitted by the Firm with the cost submitted by other Firms as follows:

(Lowest Cost Proposal /Firm's Cost Proposal) x Points Possible =
Firm's Score

Example of Calculation:

- Firm A (\$900.56/\$1,105.46) *150 = 122 points
- Firm B (\$900.56/\$900.56) *150 = 150 points
- Firm C (\$900.56/\$1,250.56) *150 = 108 points

**Costs above are for demonstration purposes only and do not reflect the ERS's expectation for pricing from vendors.*

The Issuing Officer and/or the evaluation team will review the hourly rates proposed for services as provided in Sections 5.2(6); however, the costs for that section will not be scored as part of the Cost Proposal.

- *Step 5. Recommendation.* The evaluation committee will make a recommendation to ERS based on total scores.
- *Step 6. Decision.* ERS may choose to interview the recommended Firm. ERS is not bound by the recommendation and may select a Firm that was not recommended by the evaluation committee, or may reject all Firms.

3.5 Award of Contract

ERS reserves the right to reject any and all proposals for any reason at its sole discretion, to negotiate the terms and conditions of the eventual contract with the actuary awarded the contract, and to impose additional terms, if necessary. The ERS 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 into discussions with ERS to negotiate and finalize a Contract before an award is made. 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 Responsive Proposals.

SECTION 4 - CONTRACT TERMS AND CONDITIONS

4.1 Contract Terms and Conditions

The contract terms and conditions contained below are not intended to be a complete listing of all contract terms and conditions but are provided only to enable Firms to better evaluate the costs associative with the RFP and the potential resulting contract(s). All costs associated with complying with these requirements should be included in any pricing quoted by the Firm.

ERS anticipates the Contract Terms and Conditions contained below (numbers 1 – 11) in this Section 4.1 to be included in its Contract with the selected Firm. Therefore you should assume that the terms and conditions, as written therein, will be included in any Contract executed between ERS and the Firm. Any exceptions to these Contract Terms and Conditions must be included in the Proposal per Section 3.2(4), above and as stated in Section 4.3 below.

1. **Firm personnel and changes.** ERS has the right to approve the Firm personnel assigned to this Contract and any personnel replacements or additions. ERS approval shall not be unreasonably withheld. ERS also may request replacement of any Firm personnel ERS believes are unable to carry out the responsibilities of this Contract. ERS' approval shall in no way lessen the Firm's responsibility for the proper selection, assignment, management, and discipline of the Firm's employees. The Firm shall provide reasonable notification to ERS concerning such personnel, personnel changes and any other changes in Firm's organizational relationships, ownership, professional staff, or services which may have an impact on the Firm's service under the Contract.
2. **Indemnification.** Notwithstanding any references to the contrary in the Contract documents, the Firm will assume full liability for all of its acts in the performance of the Contract. The Firm will save and indemnify and keep harmless the Employees' Retirement System of the City of Milwaukee, the Annuity and Pension Board, their staffs, present and former employees, officers and directors against all liabilities, judgments, costs, and expenses which may be claimed against the ERS in consequence of the granting of the Contract to the Firm, or which may result from negligence and/or willful acts of the Firm, or the agents, employees or workmen of the Firm in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the ERS by reason of the negligence and/or willful acts or by acts of commission of the Firm, such persons, firms or corporations carrying out the provisions of the Contract for the Firm, the Firm assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting there from. The city shall tender the defense of any claim or action at law or in equity to the Firm or Firm's insurer, and upon such tender it shall be the duty of the Firm or the Firm's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or

employees.

3. **Non-discrimination.** In performing in accordance with the terms of the RFP, the Firm agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. The Firm is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Firm further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The Firm agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting for the provisions of the nondiscrimination clause. Wisconsin Statutes 16.765 (1) and (2) and provisions of section 109-45 of the Milwaukee Code of Ordinances.
4. **Conflict of Interest.** No officer, employee, or agent of the City of Milwaukee or the ERS who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which the Contract awarded to the successful proposer pertains, shall have any personal interest, direct or indirect, in the Contract. No member of the governing body of the City or ERS and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of the Contract shall have any personal interest, direct or indirect, in the Contract.

The Firm covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services if a Contract is awarded to the Firm. The Firm further covenants that in the performance of the Contract, no person having any conflicting interest shall be employed. An interest on the part of the Firm or its employee must be disclosed to the ERS.

5. **Audit and examination of records.**
 - a. At any time during normal business hours and as often as the ERS, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the ERS or such agency for examination all of its records with respect to all matters covered by the contract, and proposer shall permit the ERS to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the contract, if the contract is awarded to proposer.

- b. The Firm shall retain all records relating to this Contract for seven (7) years following the date of final payment or completion of any required audit, whichever is later.
 - c. Compliance with this clause does not relieve the Firm from retaining any records required by other laws or regulations of federal, state, or local government units.
6. **Breach of duty.** ERS shall have the right to terminate this Contract immediately upon learning of a breach of duty and/or confidentiality by the Firm or the Consulting Actuaries. Breach of duty and/or confidentiality includes but is not limited to: distributing confidential information without ERS' prior approval to someone other than the Firm; violating state or federal law; or refusing to account to ERS on a timely basis for the Firm's actions. This list is illustrative only and is not meant to limit ERS' definition of breach of duty and/or confidentiality.
7. **Federal and state statutory and regulatory compliance.** It is the Firm'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.
8. **Insurance coverage requirements.**

The Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below, unless otherwise required by the ERS:

a. Commercial General Liability

Bodily Injury/Property Damage:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury Limit	
per occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Expense each person	\$10,000

To include:

- Commercial General Liability Insuring Agreement which provides occurrence coverage.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage shall apply to the risks associated with or arising out of the services provided under the agreement.
- Personal Injury definition expanded to include protection for mental anguish and harassment.
- Coverage shall apply to the ERS on a primary and non-contributory basis.
- Coverage shall be modified to include a Waiver Subrogation Endorsement in favor of the ERS including its Board, employees, agents, or representatives.

- b. Automobile
- | | |
|-------------------------------|-------------|
| Bodily Injury/Property Damage | \$1,000,000 |
|-------------------------------|-------------|
- To include:
- Coverage for the use of any vehicle.
 - Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of the ERS including its Board, employees, agents, or representatives.
 - Coverage shall apply to the risks associated with or arising out of the services provided under the agreement.
- c. Umbrella
- | | |
|---|-------------|
| Bodily Injury/Personal Injury/Property Damage | |
| Each occurrence | \$5,000,000 |
| General aggregate | \$5,000,000 |
| Products completed operations aggregate | \$5,000,000 |
- To include:
- The Umbrella Liability Insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Automobile Liability Coverages, including the amendments stated above.
- d. Professional Liability/Errors and Omissions
- | | |
|---|-------------|
| Wrongful Act/Error or Omission | |
| Each occurrence | \$5,000,000 |
| General aggregate | \$5,000,000 |
| Products completed operations aggregate | \$5,000,000 |
- To include:
- Coverage following expiration or termination of the agreement shall remain in effect for three years. If coverage is provided in a claims-made form, the vendor will ensure that the retroactive date will not change during the duration of the agreement. If a change in the retroactive date is unavoidable, the vendor must ensure that the extended reporting provision (buyout) of the policy will be exercised for no less than five years irrespective of the termination/expiration date of the agreement. The ERS will have no responsibility to fund any portion of the expense related to the buyout extension.
- e. Worker's Compensation and Employers Liability
- Worker's Compensation in Statutory amounts or an alternative plan of benefits as permitted by law.
- Employer's Liability
- | | | |
|---------------------------|---------------|-----------|
| Bodily Injury by Accident | each accident | \$100,000 |
| Bodily Injury by Disease | each person | \$100,000 |
| Policy Limit | | \$500,000 |
- To include:
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the ERS including its Board, employees, agents, or representatives.
 - Coverage shall be modified to include Other States coverage. The Worker's Compensation and Employer's Liability coverage will follow employees wherever they work.

f. **General Requirements**

- All Insurance companies must be acceptable to the ERS and must have a current A.M. rating of A-Viii or better.
- All policies other than Worker's Compensation/Employer's Liability and professional liability are to include the ERS, its Board, employee, as additional insured's using ISO Form #CG 2026 0704 or its equivalent.
- All policies are to contain notice requirements which ensure that 60 days advance written notice will be provided to ERS prior to cancellation/nonrenewal.
- Certificates of Insurance for all of the coverages referenced herein must be provided prior to the effective date of the agreement and for each year that the agreement is in effect.

9. **Notice.** The Firm's services are to be provided at their offices and any notice, advice or report to be given to the Board pursuant to this Contract shall be delivered or mailed to the Board at:

Bernard Allen, Executive Director, Board Secretary
Employees' Retirement System System
789 N Water Street Suite 300
Milwaukee, WI 53202

The Firm shall provide for the Contract the same contact information for the person at the Firm to whom any notice required under this Contract should be delivered.

10. **Remedies.** If ERS files suit against the Firm and/or any of its Consulting Actuaries and obtains a judgment against the Firm as a result of a breach of contract, the Firm consents to such judgment being set-off against any monies owed by the ERS to the Firm under this or other contracts with the ERS. This section shall not be interpreted to limit the ERS' remedies as provided for by law.
11. **Rights in Works.** ERS retains all rights to all data reports, programs, designs and other works ("Works") created by the Firm in performing its responsibilities under this Contract. The Firm may not reproduce or otherwise use such Works without the written consent of ERS. ERS reserves first publication rights to any such Works and may place them in the public domain without permission of the Firm.
12. **Security, confidentiality, and ownership of data.** Some data files of the ERS are of a confidential nature. The Firm'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. The Firm shall preserve the confidentiality of these files and shall maintain positive policies and procedures for safeguarding the confidentiality of such data. The Firm agrees that such data shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the ERS. The Firm recognizes that

it may be liable civilly or criminally for the negligent release of such information. Upon termination of an agreement, the Firm shall deliver all confidential material of the ERS in its possession to the ERS within thirty (3) business days of such termination and provide ERS with a certification that all of the Firm's copies of the material delivered to ERS have been destroyed.

13. **Warranty against contingent fees.** The Firm 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 the Firm for the purpose of securing business. For breach or violation of this warranty, the ERS 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.
14. **Public Records Law.** Firm understands that the ERS is bound by the Wisconsin Public Records Law, and as such, all of the terms of the RFP, proposal, and the Contract awarded to the successful proposer are subject to and conditioned on the provisions of Wis. Stats. sec. 19.21 et. sec. Firm acknowledges that it is obligated to assist the ERS in retaining and producing records that are subject to the Wisconsin Public Records Law, (including, but not limited to any records produced or collected by proposer under this Agreement, pursuant to Wis. Stats. §19.36(3)), and that the failure to do so shall constitute a material breach of the Contract, and that the proposer must defend and hold the ERS harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.
15. **Prompt Payment Policy.** It is the ERS's policy to pay all invoices within 30 days. If the ERS does not make payment within 45 days after receipt of properly completed documentation supporting payment, the ERS shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute, and, before the 45th day of receipt, notice of the dispute is sent to the contractor in accordance with the notice provisions in the Contract). If there are subcontractors, consistent with s. 66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the prime contractor's receipt of payment from the ERS, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the prime contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day.

4.2 Duration and Termination

ERS currently anticipates that the duration of the Contract will be for an initial period of five (5) years from the effective date of execution and shall be eligible for one additional three (3) year extension, unless earlier terminated as provided

herein.

4.3 Contract Negotiation

If a Firm takes exception to any term, condition, requirement or other provision of this RFP it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to substitute in place of the excepted provision. Please note these proposed revisions in section 3.2(4) of the Technical Proposal. If a Firm takes exception to any term or condition, the Firm must include in the Proposal language which clearly reflects all of Firm's exceptions thereto and all alternative language or other changes that the Firm specifically proposes. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP may be deemed non-responsive by ERS, as determined in its sole discretion, resulting in possible disqualification of the Firm's Proposal. A Firm's failure to state an exception to any term, condition, specification, requirement or other provision of this RFP and propose alternative language in accordance with this Section 4.3 shall be deemed by ERS to constitute Firm's acceptance thereof. Any term, condition, provision, or requirement, to which a Firm fails to take exception and propose changes in accordance with this Section 4.3 will not be subject to negotiation. ERS reserves the right to refuse to enter into a Contract with the successful Firm for any reason, even after delivery of notice of intent to award the Contract. ERS further reserves the right to negotiate Contract terms with the successful Firm(s).

SECTION 5 – SCOPE OF SERVICES AND FIRM INFORMATION

5.1 Minimum Qualifications

The Firm must meet all of the following minimum requirements. Failure to do so may 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 five (5) years.
3. The Firm must have a minimum of five (5) years of actuarial experience with billion dollar public agency retirement and disability funds;
4. The Firm must have a minimum of ten (10) actuarial clients, including a minimum of three (3) public fund clients; and
5. 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 public retirement systems, each with membership of at least 1000 members.
6. Any Supporting Actuary performing services under the Contract must be a Fellow of the Society of Actuaries and an enrolled actuary. The Supporting Actuary must have at least five (5) years of experience as a principal or supporting actuary providing pension consulting services, experience analysis, and valuation assignments for one or more multiple-employer public retirement systems.
7. The Firm must be willing to negotiate a performance-based fee arrangement.
8. The Firm must not require a limitation on its liability for damages and must agree to totally indemnify the ERS against any negligent, reckless, intentional or fraudulent actions taken on the part of or on behalf of the Firm.

5.2 Scope of Services

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

1. General Contract Administrative Duties

- Load and reconcile ERS data. ERS 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 ERS's 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 ERS and the Consulting Actuaries.
- Treat all member information as confidential. The Consulting Actuaries are expected to comply with Wisconsin law regarding confidentiality of information.
- Seek written consent prior to public release of information resulting from engagement. With respect to any publicity given to the actuarial services provided under the terms of the resulting contract, the Actuary shall identify ERS as the sponsoring agency and shall not release any information without prior approval of ERS or appointed designee. This information includes, but is not limited to, press releases, research and reports.
- Communicate directly to the ERS Executive Director (or appointed designee). ERS expects the Consulting Actuaries to route all requests, reports, and all other communication in connection with this contract through ERS' Executive Director or appointed designee.
- Document discussion ideas, issues, and manage additional services. Share responsibility with ERS 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.
- Perform all services within the scope of the Contract under the direct supervision of the Principal Actuary. The Consulting Actuaries must be regularly engaged in the business of providing actuarial services and meet the Minimum Qualifications outlined in Part 5.1 of this RFP. The Firm's choice of Consulting Actuaries must be employees of the Firm. ERS reserves the right to reject the Firm's choice of Consulting Actuaries and may terminate the Contract if a Consulting Actuary, acceptable to the ERS Chairman or ERS Board, cannot be made available by the Firm.

2. Annual Valuation Services

Actuary will undertake an annual valuation as of January 1 for each year 2019 through 2023 to include:

- Preliminary estimates of employer contribution by April 15 of each year.
- Certification of required employer contributions by July 15 of each year.
- One appearance each year before the Board and Finance and Personnel Committee of the Common Council as required to present the annual valuation.
- Preparation of a report summarizing key results and data, setting forth funding requirements under Milwaukee City Charter Chapter 36 for the fiscal year beginning on the valuation date. The report shall contain an analysis of the reasons for the change in contribution from prior year, a reconciliation of asset changes during the prior year, derivation of the actuarial value of assets and allocation of the actuarial assets among the funds of the system. The report shall include a chart showing the funded status of the accrued liability and an actuarial balance sheet for reporting to the membership. The report shall also contain a summary of plan provisions, valuation assumptions and methods, and a detailed summary of membership data.

3. Five-year Experience Study

The Actuary shall conduct an experience review for the five years ending December 31, 2021, to include:

- In 2022, Actuary will perform an actuarial experience study for the five years ended December 31, 2021, to include preparation of the necessary revised assumptions and actuarial tables affected by the change in assumptions. The results of the study shall be used to determine appropriate ERS actuarial assumptions for the years beginning January 1, 2023.
- Preparation of a report of the results of the experience study. The report will include a comparison of actual ERS experience to expected results based on current actuarial assumptions. The report will develop possible cause and effect relationships. In the report, data will be measured against emerging demographics and financial trends among comparable employers. Trends in general will also be discussed. Cost studies will be undertaken to gauge the financial impact of any adjustments.
- One appearance each before the Board and the Finance and Personnel Committee of the Common Council to present the results of such study.

4. Financial and Accounting Reporting

- a. Preparation of a report summarizing key results and data, which shall contain a reconciliation of asset changes during the prior year, derivation of the actuarial value of assets and liabilities, allocation of the actuarial assets and liabilities among the funds of the system, and an actuarial

balance sheet. The report shall be prepared in accordance with accounting and financial reporting requirements established in GASB Statement No. 67 and GASB Statement No. 68, both issued in August of 2012, and as subsequently amended.

- b. Any additional reports or valuations as required by the City of Milwaukee departments and agencies as reasonable necessary to complete the City's and agency's financial and accounting statement and other reasonable disclosures.
- c. Coordination and cooperation with ERS's financial auditor and other City of Milwaukee departments and agencies, including the City Comptroller's Office and City agencies.
- d. One appearance each before the Board and Finance and Personnel Committee of the Common Counsel as required to present the annual valuation for financial reporting and accounting purposes under GASB.

5. Other Services

The Firm shall perform tasks that include, but are not limited to, the following duties as requested:

- Provide ongoing actuarial consultation and advisory services, including explanation to the Board, in layman's terms, the contents of all reports and studies. These services are provided primarily to ERS staff in meetings, by telephone calls, written correspondence, and reports. The Consulting Actuaries should be available for educational discussions with the ERS Board, and/or ERS staff. Either the Principal or a Supporting Actuary should be readily accessible to the ERS Board, staff by telephone 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.
- Prepare reports required by federal, state and local law or regulations.
- Upon request, provide statistical information and summaries of census data.
- Complete recomputations of benefits as required by changes in federal, state or local law.
- Provide a spreadsheet program to enable the ERS to do most new actuarial workers' compensation offset calculations in-house.
- Provide financial auditors for the ERS information required for the annual audit.
- Provide general information on changes in federal law regarding the qualified plan.
- Conduct three conferences annually with Actuary's staff at its principal

office.

- If at the end of the contract term for this RFP a different Firm receives a contract to continue actuarial services to ERS, the incumbent Firm must coordinate and cooperate with ERS and the new contractor during the transition to transfer System's historical data that has been created during the contract period. This must be done in a timely manner to minimize disruption to the Board, staff, ERS members and beneficiaries and to the respective firms.

6. Services to be Performed at Hourly Rates

- a. Review of reports and provide written comments.
- b. Provide cost estimates for benefit changes.
- c. Provide consultations with third parties as approved by the Board (i.e., labor organizations).
- e. Conduct asset liability studies.
- f.
- g. Provide actuarial computations of workers' compensation offsets, state service and option 4 benefits under Milwaukee City Charter s. 36-05-7-b-3, etc.
- h. Provide remediation of data provide for annual actuarial valuation.
- i. Perform additional reconciliation and tasks required to complete annual valuations that are due to continuing acceptance by the ERS of individual participant consents to the global pension settlement.
- j. Provide other miscellaneous services and conduct special projects, including lawsuit settlements.

5.3 Technical Proposal—Scored Requirements

1. Background Information

The Firm shall provide the following general background information:

- Name, address, telephone number, fax number and e-mail address of the Firm including all d/b/a's or assumed names or other operating names of the Firm.
- Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- State of incorporation, state of formation, or state of organization.
- Local office address and phone number (if any).
- Type of business.
- Name, address and telephone number of the Firm's representative to contact regarding all contractual and technical matters concerning this proposal
- Describe ownership of the Firm. Describe any material changes

that have occurred in the past five years. In your response, please discuss the following:

- Year Firm was formed and began consulting services.
 - The ownership structure. Indicate all entities that have an ownership stake in the Firm (name and percentage).
 - Number of years in business.
 - Number of years' experience with providing the types of services sought by the RFP
 - Affiliated companies or joint ventures.
 - Recent or planned changes to the ownership or organization structure.
- Median asset size of the Firm's ten largest accounts, as of January 1, 2018.
 - Provide the following information regarding the Firm:

CALENDAR YEAR	# OF CLIENTS	\$ VALUE OF CLIENT ASSETS	# OF STAFF
2018			
2017			
2016			
2015			
2014			

2. Organization

- a. Provide an overview of the firm's structure and governance. Provide an outline of your organizational workflow, including an organization chart of the actuarial consulting group within the overall firm structure.
- b. Provide the locations of each of the Firm's actuarial offices. For each office, provide the function, the number of professionals, and the product focus. Indicate which office would be primarily responsible for servicing ERS' account. Indicate locations where ERS' data may be housed.
- c. Describe the types of services the Firm typically provides to clients.
- d. Describe the Firm's objectives with respect to future growth. What are the Firm's expectations for its consulting services, and how does it plan to manage the future growth of this product? Discuss how the Firm plans to make sure that future growth does not compromise the integrity of your existing process and products. Discuss any new business lines, distribution channels or products you intend to add in the future.
- e. Discuss in general the firm's competitive advantage over other firms in the actuarial consulting industry. Why should ERS hire your firm?
- f. Do you have a plan / arrangements in place for an alternative work site should your facilities become inoperative because of fire, earthquake, terrorist attacks, etc.? Briefly describe your emergency and disaster recovery plans.
- g. Does the firm carry insurance that is occurrence based and insures

against any loss or damage resulting from or related to the Firm's performance for its clients? If yes provide the current respective coverage amounts for each type of policy or bond, describe what is covered, and provide the name of the insurer/issuer and the dates that current policies will lapse.

3. Services

- a. Describe the computer system (capability, ownership, location, back-up systems, etc.) the Firm uses in performing actuarial calculations, including the Firm's information technology system security.
- b. Describe the extent of the Firms' capability to provide the services required by the RFP.
- c. Describe measures in place to ensure confidentiality of protected information.
- d. Describe any other services the Firm offers.
- e. Describe the steps the Firm would take, with starting and ending dates for each step, in transitioning services from ERS' current actuarial consultant to your Firm to ensure the services required by this RFP are completed by the necessary dates.
- f. If at the end of the contract term for this RFP a different Firm receives a contract to continue actuarial services to ERS, the incumbent Firm must coordinate and cooperate with ERS and the new contractor during the transition to transfer ERS' historical data in a timely manner that has been created during the contract period. Please identify how and when data and previous reports will be transferred from the incumbent to the new contractor, in order to minimize disruption to the Board, staff, POR members and beneficiaries, and to the respective firms.

4. Personnel

- a. Provide the number of professionals (principals, consultants, and analysts) employed by your Firm as of 12/31/16 and 12/31/17.
- b. Identify the person(s) that would be in charge of the account. Provide biographies of the personnel to be directly involved with servicing the account. Indicate the number of years person(s) have been in the actuarial field, and their areas of expertise beneficial to the fund. Indicate the area in which person(s) will work per the Scope of Services Section and the percentage of total account time (100%) each individual will perform. The following information must be included in the biographies:
 - Full name.
 - Education.
 - Functions the individual would perform.
 - Employment history
 - Years of experience and employment history particularly as it relates to the scope of services specified herein.

- Areas of expertise that may benefit the Systems; and
 - The number of accounts for which the individual is currently responsible.
- c. Does the firm have a transition plan to deal with the possible sudden departure of key professionals within the actuarial group? Describe the plan.

5. Process and Organization

- a. Describe the Firm's experience in providing actuarial consulting services for public pension plans.
- b. Describe the Firm's philosophy as it pertains to actuarial consulting. What role would you play for ERS? How would ERS evaluate your Firm's performance?
- c. Describe the Firm's process for assisting clients in determining the proper actuarial assumptions used by a public pension plan.

6. References

- a. Provide the name, address and telephone numbers of at least three public pension funds that utilize your Firm as their actuarial consultant, and for which the principal participants proposed play a significant role. Include the system name, approximate number of participants and the number of years the Firm has been retained. Also provide a list of current public-agency retirement system clients by system name.
- b. List all pension plan clients that have terminated their actuarial services contracts with your Firm in the last three (3) years. Include the client name, membership size, date of contract termination, and reasons(s) for the contract termination.

7. Terminations, Litigation, Debarment

- a. During the last 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?
- b. During the last five (5) years, has the Firm had a contract for products or services terminated for any reason or has the Firm received any notices of breach or default? If so, provide full details related to the termination or notice of breach/default.
- c. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by Firm under any of its existing or past contracts as it relates to products and services performed that are similar to the products and services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Firm and resulting contract, if any.

- d. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Firm to engage in any business, practice or activity.
- e. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Firm to perform the required services. The Firm must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a proposal, and with respect to the successful Firm after the execution of a contract, must be disclosed in a timely manner in a written statement to the ERS.

8. Please include the following information

Attachment C – Firm's latest two years' audited financial statements.

Attachment D – Sample annual valuation report for existing client.

Attachment E – Sample experience study report for existing client.

5.4 Cost Proposal (Sealed Envelope #2)

The Firm's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing should be based on Net 60 Days Payment Terms. Fees quoted should include all administrative, third party travel and all other out-of-pocket costs. No additional reimbursements will be made to the Firm for costs beyond the agreed upon rates outlined in the final negotiated Contract.

The Cost Proposal must be submitted in a separate, sealed envelope labeled "Cost Proposal".

- 1. Provide the annual dollar amount that your Firm will charge for providing all of the ongoing services listed in Section 5.2(1) "General Contract Administrative Duties" and 5.2(2) "Annual Valuation Services", 5.2(3) "Five-Year Experience Study", 5.2(4) "Financial and Accounting Reporting", and 5.2(5) "Other General Services" of this RFP. Provide the information separately for the Section. These costs will be scored.
- 2. Vendor must provide a table showing hourly rates by job title for the Principal actuary and Supporting actuaries who will provide the services in Section 5.2(6) "Services to be Performed at Hourly Rates". These costs will not be scored.

Attachment A

Actuarial Consulting Services RFP Cover Page

Firm: _____

Federal ID Number: _____

Firm's Complete Address:

Telephone: _____ Fax: _____

Name and Title: _____

Email: _____

Telephone: _____

Signed by: _____ Date: _____

Attachment B

Designation of Confidential and Proprietary Information

Please note: prices always become public information when proposals are opened, and therefore, cannot be kept confidential.

The attached submitted material includes proprietary and confidential information that qualifies as a trade secret, as provided in Section 19.36(5), Wisconsin Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal be treated as confidential material and not be released without our written approval.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Section 134.90(1)(c), Wisconsin Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released: (indicate section, page number, and topic). _____

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality.

Failure to include this form in the proposal may mean that all information provided as part of the proposal will be open to examination and copying. The City considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the City harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company name: _____

Authorized representative: _____
signature

Authorized representative: _____
printed

Date: _____

Attachment C
Response Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) original, four(4) copies of the Bid Proposal and One (1) electronic copy on digital media.		
One (1) Public Copy with Confidential Information Excised (optional)		
Technical Proposal and Cost Proposal in separately sealed envelopes.		
Technical Proposal (Separate Sealed Envelope)		
3.2.1 Cover Page -- Attachment A		
3.2.2 Transmittal Letter		
3.2.3 Scored Requirements		
3.2.4 Exceptions to Terms and Conditions		
3.2.5 Designation of Confidential and Proprietary Information -- Attachment B		
3.2.6 Attachment C Firm's latest two years' audited financial		
3.2.7 Attachment D Sample Annual Valuation Report for Existing Client		
3.2.8 Attachment E Sample Experience Study Report for Existing Client		
Attachment C Proposal Checklist		
Cost Proposal (Separate Sealed Envelope)		
3.3.1		
3.2.2		



Administration and Operations Committee

ERS IT Portfolio Report

March 15th 2018

Agenda

- Information Technology Projects Summary
- Application Stats
- What's Next
- IT Portfolio

Information Technology Projects Summary

- IT Insourcing (In Progress)
- ERS Network Upgrade (In Progress)
- Experis/IT Vulnerability Audit (In Progress)
- Struts 2 and Optimization (In Progress)
- WebSphere Patching (Canceled)

Application Stats

Category	High Priority	Low Priority	Total
Current Inventory	11	0	11
PIR	3	0	3
CCR	8	0	8
Pending/Hold	1	0	1
Deployed(Awaiting Next stage) /Ready for Production	2	0	2
Net Current Inventory	8	0	8

What's Next...

- Complete IT Insourcing Goals (Server Administrator/Database Admin)
- Complete Vulnerability Audit
- Continue Network Upgrade Project
- Review Lenovo buyback program and laptop replacement
- MERITS Windows Server Upgrades
- Struts/Optimization

Glossary of Terms

- *Applications/Acronyms Definitions:*

- **Perforce:** Primary application the development team uses to make code changes to MERITS. It provides the environments for testing, development and CCR/PIR deployments.
- **AccPac:** Accounting software that supports the general ledger.
- **Altiris:** Asset management software the technical team uses to inventory and support all IT assets. This application manages updates to computers, imaging, and software distribution from a centralized console.
- **Websphere Application Server (WAS):** The application server that we use to connect Web site users to Member Self Service and other MERITS related web services.
- **JAVA:** The programming language that MERITS was developed in and is running.
- **PIR:** Problem Incident Report- A person reports a bug with the application and requests priority resolution.
- **CCR:** Change Control Request- A person request a new feature, change or enhancement to MERITS.
- **Retirement Application Processing (RAP):** Functional module in Merits that processes retirement applications through workflow.
- **Merits Program Lifecycle Management (MPLM):** Process to upgrade, patch and keep current all of the MERITS related subsystems and ERS business applications.
- **Storage Area Network (SAN):** Primary storage technology used to centrally store all ERS data and manages Disaster Recovery.
- **Disaster Recovery Plan (DRP):** The technical planning, design and testing of all IT systems and staff to ensure that all technical systems can run at the off site location in Madison, WI called Femrite. IT staff does semi annually testing to ensure all applications and IT services are up and running within the designated service level objectives.
- **Recovery Time Objective/Recovery Point Objective (RTO/RPO):** These are I.T. service level goals for the amount of time it takes to cutover I.T. services to the Femrite location and the point in time (per the last backup) where we recover at. Currently at 24 hours recovery time and 8 hours for any loss of data. I.T. currently exceeds this expectation based off the last 2 tests.
- **Business Continuity Plan (BCP):** The process that ensure the ERS can continue running its services and daily operations at the Remote Office in the event that the primary location is not accessible. We engage ERS business users to physically work at the Remote office location and document the results on a reoccurring basis.
- **Remote Office (RO):** Backup Remote work facility located at TPP 10850 W. Park Place. It is connected to both the 789 N. Water Street facility and the Femrite Data Center in Madison, and users can physically work there and connect to any needed data center.
- **MERITS Optimization:** Project approved in 2012 to go through all 17 application modules in MERITS and clean up code, ensure best practices are implemented, SQL stored procedures for faster performance, reporting and user experience. It is the clean up of any non ERS related code that may have been carried over from the original jClarety (HP software) implementation.
- **ARIS:** Web based software used for mapping legal opinions to MERITS workflow processes and procedures.

Portfolio as of March 1, 2018

Project Health	% Complete	Project Priority	Complexity (S / M / L)	Project Name	Project Mgr	Description	Strategic Goal	Status	External Vendor Required: Y/N	Actual Start Date	Target Completion Date	Estimates (Hours)	Actuals (Hours)	Hours Variance = Estimates - Actuals	Hardware/Software & External Labor Budget (\$)	Actual Spent-to-Date on Hardware /Software & External Labor (\$)	Estimate to Completion (ETC) (of Hardware/ Software & External Labor Costs)
G	40%	1	S	IT Vulnerability Audit @	Reid	Internal/External penetration testing	n/a	IP	Y	2/1/18	3/16/18	100	40	60	\$23,800	\$11,900	\$11,900
G	30%	2	H	2018 Network Replacement	Benedict	Create a more resilient network with all gear under support. Replaces Network Re-Architecture	1	IP	Y	2/1/18	6/1/18	511	164	348	\$374,118	\$374,118	\$0
G	0%	3	L	MERITS Code Deployment Process Review	Manchu	Review and improve process of code deployment	1	NS	Y		7/1/18	TBD	0	TBD	TBD	\$0	TBD
G	0%	4	L	Phone System Enhancements	Zaffiro	Create a better phone experience for members and staff	4	NS	Y		7/1/18	TBD	0	TBD	TBD	\$0	TBD
G	55%	5	L	Struts 2 Upgrade (functional areas besides MAM)	Manchu	Software development upgrade all functional areas but MAM.	1	IP	Y	10/17/16	8/15/19	11,438	4,859	6,579	\$730,290	\$229,245	\$501,045
G	89%	6	L	OSC Optimization	Manchu	MERITS optimization & clean-up of Optional Service Credit	1	IP	N	5/4/17	4/12/18	1,331	918	413	N/A	N/A	N/A
G	50%	7	L	CAD/CAR/GL Optimization	Manchu	MERITS optimization & clean-up of Cash Dispersements, Cash Receipts, and General Ledger	1	IP	N	10/6/17	12/27/18	1,738	669	1,069	N/A	N/A	N/A
G	35%	8	S	Video Conferencing Options @	John	Investigate our video conferencing options	5	IP	N	12/1/17	2/15/18	80	26	54	\$2,000	\$4,627	\$0

Pipeline Projects (Next 6 months)

SAN Upgrade (Raynal)

- Green

 = On Target - No Significant Issues
- Yellow

 = On Watch List – Issues Being Addressed
- Red

 = Project cannot move forward as planned without management attention or approval.

- NS

 = Not Started
- OH

 = On Hold
- @

 = Activity (no charter)
- IP

 = In Process
- C

 = Completed

Special Note: Struts 2 Upgrade costs are part of the 3-year HP maintenance contract.		
	Finished	Hours / \$ Spent
Install Print Monitoring Software @ (Xiong/Zaffiro)	9/21/2017	57.7 hrs / N/A
Upgrade Network Infrastructure Firmware @ (Benedict)	9/22/2017	48 hrs / N/A
BCP Test @ (Siddiqui)	9/28/2017	17 hrs / N/A
HCP Optimization (Manchu)	10/2/2017	958.3 hrs / N/A
CMERS.com Upgrade & Redesign (Zaffiro)	11/13/2017	149.75 hrs / \$18,600
100 Meg Femrite Cutover @ (Xiong)	1/5/2018	18.5 hrs / N/A
IT Strategic Planning @ (Reid)	1/29/2018	100 hours / N/A
Social Engineering Audit @ (Reid)	1/31/2018	45 hours / \$9,600
Altiris Upgrade (Raynal)	2/9/2018	535 hours / \$26,090

Organizational/Personnel Update

Administration and Operations Committee

Thursday, March 15, 2018

- ERS is working with DER to fill the following vacancies: Pension Accounting Manager, Accounting Assistant II, Records Technician II, Program Assistant II, and Administrative Assistant II.
- An offer was made and accepted by Sujil John for the Database Administrator position.
- An offer was made to fill an Accounting Assistant II position.
- The Finance and Personnel Committee approved the reclassification of the Pension Accounting Specialist position to Pension Accounting Manager.