FIRE & POLICE PENSION ASSOCIATION OF COLORADO
REQUEST FOR PROPOSALS (RFP)
FOR DISABILITY CONSULTANT SERVICES

Issuing Entity:
Fire & Police Pension Association of Colorado (FPPA)
7979 East Tufts Ave., Suite 900
Denver, CO 80237

Contact:
Chip Weule
cweule@FPPAco.org

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afranklin@fppaco.org

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**Statement of Objectives**

The Fire and Police Pension Association of Colorado (FPPA), a cost-sharing, multiple-employer and an agent multiple-employer public retirement system, is requesting proposals from qualified bidders for full scope disability consulting services. FPPA is engaged in a strategic initiative to do a full review of the disability plan.

**Background Information**

FPPA is a political subdivision of the State of Colorado that administers a public pension system (non-ERISA). FPPA was established January 1, 1980, and provides defined benefit plan coverage as well as death and disability coverage for police officers and firefighters throughout the State of Colorado.

Additional information about FPPA and plans administered can be found at our website: [www.FPPAco.org](http://www.FPPAco.org).

**Scope of Consulting Services**

FPPA is requesting information from qualified firms to review the Statewide Death & Disability Plan. The selected firm will provide all required services in accordance with federal and state statutes and the contract between FPPA and the selected firm. The written report should cover the following:

1. A complete review of the FPPA Statewide Death and Disability program and identify potential changes to the plan to ensure the plan is within market;

2. Benchmarking on benefits offered by other police and fire disability plans and identify meaningful areas of difference between the FPPA plan and other like plans;

3. A review of administrative procedures with a focus on best practices for claim administration;

The consultant shall prepare a draft report of their findings for review and comment by FPPA prior to the issuance of the final report.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tr>
<td>December 15, 2023</td>
<td>Release Request for Proposed (RFP) to identified consulting firms and post RFP to FPPA website</td>
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<tr>
<td>January 12, 2024</td>
<td>Notice of Intent to Propose Due to FPPA</td>
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<tr>
<td>January 12-22, 2024</td>
<td>Staff reviews responses from firms, conducts interviews and due diligence, if needed and selects consultant</td>
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January 22- April, 2024 | Work completed
May 2024- June 2024 | Presentation to FPPA Board of Directors on report or to FPPA staff. This will be determined in the future.

**Required Proposal Content**

The proposal for services must, at a minimum, include the following:

**Cover Letter:**

A cover letter signed by the individual(s) who is (are) authorized to bind the respondent contractually. The cover letter must contain a statement that the consultant acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following information:

- The respondent’s name, address, email address, and telephone number.
- The name, title or position, and telephone number of the individual signing the cover letter and a statement indicating that person is authorized to bind the company to the proposal.
- A statement to the effect that the proposal is a firm and irrevocable offer.
- A statement expressing the respondent’s willingness to perform the services as described in this RFP.
- A statement certifying the minimum qualifications described in this RFP.
- A statement expressing the respondent’s availability of staff and other required resources for performing all services and providing all deliverables with the specified time frames.

**Organization:**

1. Provide your company’s full name and address of the main office as well as the name, address, and phone number of the professional within the office that will be assigned specific responsibility for providing consulting services to FPPA.

2. A brief history of your firm’s involvement in the disability program consulting business, including the year of organization, current ownership, and affiliations. Discuss how many years your firm has provided disability consulting services to public pension plans.

3. Discussion on what you consider to be your firm’s disability consulting specialties, strengths, and limitations.

4. State whether your firm (or any predecessor or affiliate firm) has been charged with or has been involved in a legal action as a defendant for fiduciary issues, ERISA violations, DOL violations, state law violations, or based on any
other disability related services. If the answer is affirmative, please provide details.

5. Explain in detail any possible conflict of interest or perceived conflict that might be created if your firm is chosen for this engagement.

6. Does your firm require clients to agree to an overall limitation or exemption as to your firm’s liability for the work performed?

7. Will your firm certify that FPPA will be indemnified for any liability resulting from any negligent or intentional act or omission by your firm?

8. Provide the name of the company that holds your firm’s liability bond and errors and omissions insurance policy. Indicate the firm’s level of errors and omissions, or professional liability insurance. If selected, will you provide a copy of these documents?

**Personnel:**

1. Provide information and a brief biography with regard to the professionals that will be assigned to FPPA. Include each person’s specific responsibilities, qualifications, and length of service with your firm.

2. Discuss how the firm’s staff provides a competitive advantage over other firms in providing disability consulting services.

**Services:**

1. Describe your understanding of the requested services including your proposed approach in providing the services requested.

2. Include your proposed task outline.

**References:**

1. A description of the firm’s experience in providing disability consulting services for public employee retirement systems and a list of the public employee retirement systems for which the firm has performed services similar to those identified under “Scope of Work.”

2. Listing of three public employee retirement system clients for whom the firm has provided disability consulting services within the past five years. One of the reference clients must be a client who has been serviced by the proposed team. For each reference listed, include client name, address, telephone number, email, and name of a contact person.

**Fees and Additional Information:**

1. Estimated fixed fee, quoted on both a “best estimate” and “not to exceed” basis for the service. The proposed fee should include all planning, fieldwork, administrative, third-party, travel and other costs.

2. Advise whether there will be charges in addition to the proposed fee and the duration of any fee guarantee.

3. This fee quote request does not assume any limited liability.
Each bidder is solely responsible for the accuracy and completeness of its bid. FPPA is not liable for any cost incurred by the bidders prior to execution of a contract.

The firm shall submit an electronic copy of the proposal. The submission shall be sent to:

Adam Franklin  
General Counsel  
Fire & Police Pension Association of Colorado  
afranklin@fppaco.org

Proposals must be received on or before 4:30 p.m. Mountain Time on January 12, 2024. Failure to meet the deadline may result in rejection of the proposal. Questions may be referred to Adam Franklin at afranklin@fppaco.org.

Materials belonging to FPPA or the project will be safeguarded by the successful firm to at least the same extent as the successful firm safeguards proprietary information relating to its own business.

**Proposal Evaluation**

All proposals will be reviewed to determine whether or not they meet the requirements of this RFP. The primary factors which will be considered include, but will not necessarily be limited to, the following:

- Experience of the firm and its staff in providing disability consulting services to public pension systems.
- Qualifications of the consulting staff to be assigned to this project, particularly regarding relevant experience with public pension systems and disability consulting services.
- The ability of the firm to provide the requested services as demonstrated in the proposal.
- The quality, conciseness, clarity, and completeness of the proposal.
- Proposed fees and work schedules related to the assignment.

**Contract Negotiations**

After staff selection, contract negotiations will be initiated based on the form attached here as Addendum A. FPPA expects contract negotiations to be brief. If the contract cannot be negotiated quickly with the selected bidder, FPPA, may, in its sole discretion, terminate negotiations with the previously selected bidder and commence contract negotiations with another bidder.

**Proprietary Information and Public Records Act Requests.**

Ownership of Proposal:
All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of FPPA, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent claims any copyright, patent, or other intellectual property right in any portion of its RFP, submission of an RFP constitutes the Respondent’s express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to FPPA for all such portions, and (b) agreement that FPPA may use any such intellectual property without charge for any lawful purpose in connection with other FPPA projects, including without limitation the creation of derivative works and issuance of sublicenses.

Open Records Act:

i. Per the Colorado Open Records Act, FPPA will make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which FPPA informs bidders of FPPA’s decision. Except as otherwise required by law, FPPA will not disclose designated trade secrets or proprietary financial information submitted in response to the Request for Proposals. Any such trade secrets or proprietary financial information, which a proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

ii. If FPPA denies public inspection of a portion of a document submitted by a proposer that contains trade secrets or proprietary financial information and such denial is challenged, the proposer will be required fully to intervene, justify such exemption, and secure appropriate injunctive orders exempting such records from disclosure. FPPA reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

Reservation of Rights

FPPA reserves all rights to modify the requirements of this RFP, in whole or in part; to modify or amend the evaluation process, including any selection criteria; and to alter any timeline stated herein. FPPA may discontinue or cancel this solicitation and reserve all rights to reject any and all submissions, and to award no contract.

Method of Payment

Fees are payable on a monthly basis. All invoices for payment shall be submitted to the following address:

Fire & Police Pension Association
7979 East Tufts Avenue, Suite 900
Denver, CO  80237
ATTN: Chip Weule
Or emailed to: cweule@FPPAco.org
Addendum A

Fire and Police Pension Association of Colorado
Disability Consulting Services Agreement

THIS AGREEMENT made and entered into this __________, by and between the FIRE AND POLICE PENSION ASSOCIATION OF COLORADO, a political subdivision of the State of Colorado, hereinafter referred to as "FPPA," and ____________________.

WITNESSETH:

WHEREAS, FPPA requires the services of a firm qualified to provide disability consulting services in accordance with the scope of services outlined in the RFP issued on December 15, 2023; and

WHEREAS, the RFP and Consultant’s response to the RFP are included as part of the Agreement between FPPA and Consultant; and

WHEREAS, the Consultant, being skilled and well qualified in this type of work, is ready, willing and able to undertake and perform these services as an independent contractor;

NOW, THEREFORE, in consideration of the promises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **Work to be Performed**: The Consultant shall provide, as requested by FPPA, disability consulting services as set forth in the RFP. The RFP identifies the scope of the services FPPA has requested, the time frames within which the services are to be provided, and the deliverables the Consultant is expected to produce. Both parties understand that the schedule of deliverables may be modified by agreement of the parties. FPPA will provide the necessary data to the Consultant in a timely fashion.

2. **Term and Termination**: This Agreement shall be effective on the date of execution of the Agreement by the last party to sign, through December 1, 2024. FPPA may terminate this Agreement at any time upon thirty (30) days' notice to Consultant. Consultant may terminate this Agreement upon a material breach of the Agreement by FPPA which has not been cured within 30 days following FPPA’s receipt of written notice of such breach.
3. **Coordination and Liaison:** The primary contact and project manager assigned to the FPPA account under this Agreement is ________ . In the event that_________ is not available to manage the account, Consultant shall assign an alternate account manager, subject to FPPA's consent. The Consultant agrees that during the term of this Agreement the Consultant shall fully coordinate all services hereunder with FPPA.

The Consultant understands that FPPA's General Counsel is FPPA's representatives under this Agreement through whom contractual services performed under this Agreement shall be coordinated. The Executive Director may change this designation. Any change in designation will be sent in writing to the Consultant.

All records, findings, research, opinions and documentation prepared by the Consultant under the Agreement, when delivered to and accepted by the General Counsel, shall become the property of FPPA. The Consultant also agrees to allow FPPA to review any of the procedures used by the Consultant in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Consultant in accordance with the terms of this Agreement.

4. **Payment:** FPPA agrees to pay the Consultant and the Consultant agrees to accept as full and total compensation for those services marked as "included" in Exhibit A hereto ("Schedule of Fees")

5. **Status of Consultant:** It is understood and agreed by and between the parties that the status of the Consultant shall be that of an independent contractor and it is not intended, nor shall it be construed, that the Consultant or any of its employees is an employee, officer, or agent of FPPA for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

6. **Standard of Care:** Consultant warrants to FPPA that the services performed under this Agreement will be performed in accordance with generally accepted industry standards and with the care, skill, prudence, under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the performance of disability consulting services.

7. **When Rights and Remedies Not Waived:** In no event shall any payment by FPPA hereunder constitute or be construed to be a waiver by FPPA of
any breach of term, covenant, or condition or any default which may then exist on the part of the Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to FPPA with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

8. **Examination of Records:** The Consultant agrees that any duly authorized representative of FPPA shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant, involving services related to this Agreement.

9. **Venue, Governing Law:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions for Colorado law and FPPA rules enacted and/or promulgated pursuant thereto. Venue of any action arising hereunder shall be in the City and County of Denver, Colorado.

10. **Assignment and Subcontracting:** FPPA is not obligated or liable under this Agreement to any party other than the Consultant named herein. The Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations, or duties under this Agreement except upon prior written consent and approval of FPPA, which consent or approval may be withheld in the absolute discretion of FPPA; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between FPPA and such assignee or subcontractors, and the Consultant herein named shall remain fully responsible to FPPA according to the terms of this Agreement.

11. **Insurance:** Without limiting the Consultant's indemnification of the persons under Section 12 of this Agreement, the Consultant will provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance will be provided by insurer(s) rated A or better by A.M. Best & Company or otherwise approved in writing by FPPA and evidence of such insurance, in a form satisfactory to FPPA will be delivered to FPPA within thirty (30) days of the effective date of this Agreement. Such evidence of insurance has been provided in Consultant’s response to the RFP which is attached to this contract. Such evidence will be accompanied by a written statement from the insurer that FPPA is to be given at least thirty (30) days' written notice in advance of any material modification or termination of any policy of insurance:
• **Professional Liability/Errors and Omissions Policy.** Said policy to provide for a per occurrence limit of not less than three million dollars ($3,000,000.00).

• **Workers’ Compensation.** A program of Workers’ Compensation insurance with statutory limits and Employers Liability with limits of one million dollars ($1,000,000.00) per accident will be secured protecting all Consultant's employees, including all persons providing services by or on behalf of Consultant.

• **Network Security and Privacy Liability Insurance (Cyber Insurance).** $3,000,000 limit

• **Crime Coverage.** A Commercial Crime Policy with the following insuring agreements and limits:
  
  - $1,000,000.00 Employee Dishonesty Coverage - Form A
  - $1,000,000.00 Depositors Forgery Coverage
  - $1,000,000.00 Computer Theft Coverage

  Such insurance will be primary to and not contributing with any other insurance maintained by FPPA.

12. **Indemnification and Liability:** The Consultant shall defend, release, indemnify, and save and hold harmless FPPA against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of FPPA, and shall defend, release, indemnify, and save and hold harmless FPPA from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the Consultant’s negligence or misconduct in connection herewith, including acts or omissions of the Consultant or its officers, employees, representatives, suppliers, invitees, licensees, sub consultants, subcontractors, and agents; provided, however, that the Consultant need not indemnify and save harmless FPPA, its officers, agents, and employees from damages proximately resulting from the gross negligence, fraud or willful misconduct or material breach of this Agreement by FPPA’s officers, agents, and employees. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Consultant under the terms of the
Agreement. The Consultant shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that, in its judgment, may be necessary for its proper protection in the prosecution of the services hereunder. This indemnification obligation shall survive termination of this Agreement. To the extent damages are incurred by FPPA as a result of the acts or inaction of Consultant, its agents, affiliates, assigns or affiliated parties, FPPA shall be entitled to recover damages provided by law without limitation as to form or amount.

13. **Conflict of Interest:** The parties agree that no employee of FPPA shall have any personal or beneficial interest whatsoever in the services or property described herein and the Consultant further agrees not to hire or contract for services with any employee or officer of FPPA which would be in violation of FPPA's Code of Ethics and Standards of Professional Conduct. Consultant hereby warrants to FPPA that no undisclosed conflicts of interest exist as of the effective date of this Agreement and if one were to arise during the term of this Agreement, Consultant agrees to provide immediate written disclosure to FPPA.

14. **Confidentiality:** From time to time during the term of this Agreement, Consultant will receive information from FPPA that consists of member information, investment information and other information ("Confidential Information") that should be kept confidential. Consultant shall protect and safeguard the Confidential Information with at least the same degree of care as it would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; not use FPPA’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and not disclose any such Confidential Information to any person or entity, except to those employees who need to know the Confidential Information to perform its obligations under this Agreement. If Consultant is required by applicable law or legal process, to disclose any of the Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify FPPA of such requirements to afford FPPA the opportunity to seek a protective order or other remedy. If Consultant becomes aware of unauthorized access, use, or disclosure of Confidential Information, it shall notify FPPA immediately, take appropriate measures to prevent further unauthorized access, be responsible for complying with applicable laws regarding and remedying the unauthorized access.

Upon the termination of this Agreement, Consultant agrees to maintain all applicable safeguards and shall promptly, as directed by FPPA, either (a) return to FPPA all copies of the Confidential Information in its possession by secure file transfer in such format as notified by FPPA to Consultant, or (b) delete and procure deletion of all Confidential Information.

15. **No Third Party Beneficiary:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of
action relating to such enforcement, shall be strictly reserved to FPPA and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors and suppliers. It is the express intention of FPPA and the Consultant that any person other than FPPA or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. **Taxes, Charges, and Penalties:** FPPA shall not be liable for the payment of taxes, late charges, or penalties of any nature.

17. **Paragraph Headings:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

18. **Severability:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. **Agreement as Complete Integration-Amendments:** This Agreement, including the RFP and the response to the RFP are intended as the complete integration of all understandings between the parties. No prior to contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors, and assigns. If there is a conflict between the RFP, the response to the RFP and this Agreement, this Agreement shall govern.

20. **Legal Authority:**

a) The person or persons signing and executing this Agreement on behalf of the Consultant, do hereby warrant and guarantee that he/she or they have been fully authorized by the Consultant to execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all the terms, performances, and provisions herein set forth.

b) FPPA shall have the right, at its option, to either temporarily suspend
or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Consultant or the person signing the Agreement to enter into this Agreement. FPPA shall not be obligated to pay the Consultant for any performance of the provisions of this Agreement after FPPA has suspended or terminated this Agreement as provided in this Section.

21. **Notices:** All notices or communications hereunder shall be emailed to the Consultant at ___________; and if sent to FPPA, shall be emailed to Adam Franklin, FPPA’s General Counsel at afranklin@fppaco.org.

22. **Force Majeure:** Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach if it is due to causes beyond the reasonable control of such Party including, without limitation, acts of God, flood, fire, earthquake, explosion, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic; provide that for the duration of such force majeure, the Party must continue to use all commercially reasonable efforts to overcome such force majeure.

23. **Counterparts of this Agreement:** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

Fire and Police Pension Association

By: ________________________
   General Counsel

Date: ________________________

Consultant:

By: ________________________

Name/Title: ________________________

Date: ________________________