



Chicago Teachers' Pension Fund

REQUEST FOR PROPOSAL

INVESTMENT LEGAL SERVICES

No. FY19-0011



Chicago Teachers' Pension Fund

TABLE OF CONTENTS

I. Summary.....	3
II. Background	3
III. Scope of Work.....	3
IV. Timeline	4
V. Contact.....	4
VI. Term of Engagement	4
VII. Submission Guidelines.....	5
VIII. Proposal Content	5
IX. Written Questions.....	11
X. Proposal Evaluation	11
XI. Finalist Presentations.....	13
XII. RFP Withdrawal or Modification	13
XIII. Incomplete Proposals	13
XIV. Selection of Winning Bid.....	13
XV. Reimbursement for Proposal Preparation	14
XVI. Quiet Period.....	14
XVII. RFP Limitations and Conditions	14
XVIII. Minority Affiliation	15
XIX. Waiver of Claims	15
XX. Contract Negotiations.....	16
XXI. Notice Regarding Illinois Public Records Laws.....	16
XXII. Most Favored Terms	16
XXIII. Agreement and Approval.....	16

I. SUMMARY

This Request for Proposal (“RFP”) is being issued by the Public School Teachers’ Pension and Retirement Fund of Chicago (“CTPF” or the “Fund”) to solicit proposals from qualified law firms and attorneys (“Bidder” or “Consultant” or “Firm” or “Respondent”), to provide investment legal services for the Fund. One or more firms may be selected to provide the services requested herein.

If you are interested in the proposed engagement, we welcome proposals from qualified firms. Respondents must satisfy the qualifications and requirements outlined herein.

II. BACKGROUND

Established by the Illinois General Assembly in 1895 as the Public School Teachers’ Pension and Retirement Fund of Chicago, CTPF administers a multi-employer defined benefit public employee retirement fund. CTPF is administered in accordance with Illinois Compiled Statutes (ILCS) Chapter 40, Articles 1, 17, and 20.

CTPF is governed by a Board of Trustees made up of twelve (12) members. The Board of Trustees oversees the Fund’s benefit programs, approves all benefits, approves investment decisions, and provides general operational oversight.

For more information about the Fund, please visit www.ctpf.org.

III. SCOPE OF PROPOSAL

CTPF is seeking proposals from qualified Respondents with substantial expertise and experience in advising public pension funds with respect to investment contracts. The Fund expects to retain one or more firms to perform services described herein under a contract with a term of up to five years. Legal counsel will be expected to provide counsel regarding the following matters, including without limitation:

- Review, negotiate, and assist in drafting and/or restructuring alternative investment agreements, including but not limited to, agreements related to private equity and real estate direct funds and fund-of-funds.
- Draft and negotiate agreements for public market investments.
- Draft and negotiate side letter agreements.
- Review amendments to investment agreements when a legal opinion is required.
- Provide advice and counsel regarding standard and non-standard terms, and which terms should be accepted or negotiated.
- Advise staff regarding MFN elections.
- Advise and counsel staff on Illinois Pension Code, State procurement and CTPF Investment Policy compliance issues.
- Provide legal counsel as requested for other investment related matters.

IV. TIMELINE

EVENT	DUE DATE
RFP Distribution	Friday, May 31, 2019
Written questions due from Respondents	Friday, June 7, 2019, 12:00 p.m. (CDT)
Compilation of questions and answers posted to www.ctpf.org	Friday, June 14, 2019
RFP Due Date	Friday, June 28, 2019, 12:00 p.m. (CDT)

V. CONTACT

Any questions concerning this RFP must be directed to:

Names	Becky Z. Gonzales, Associate General Counsel Sandy McNamara, Legal Assistant <i>(Direct all communications to both Becky Gonzales and Sandy McNamara)</i>
Address	Chicago Teachers' Pension Fund 203 North La Salle Street Suite 2600 Chicago, IL 60601-1210
Phone Numbers	312-604-1202 (<i>Becky Gonzales</i>) 312-604-1251 (<i>Sandy McNamara</i>)
Email Addresses	gonzalesr@ctpf.org mcnamaras@ctpf.org <i>(All emails sent to both Becky Gonzales and Sandy McNamara)</i>

VI. TERM OF ENGAGEMENT

The term of the engagement shall be for up to five years, and will be governed by the negotiated contract or agreement, as limited by the Illinois Pension Code and CTPF's administrative rules. CTPF may, in its sole discretion, terminate the contract at any time during that term. CTPF may select one or more Firms to provide the requested services.

VII. SUBMISSION GUIDELINES

In order to be considered for selection, proposals must be received via email, in PDF format, by Becky Gonzales at gonzalesr@ctpf.org and Sandy McNamara at mcnamaras@ctpf.org no later than **12:00 p.m. (CDT), on Friday, June 28, 2019. (Late submissions will be rejected as unresponsive).** Paper submissions will be rejected as non-conforming. An email confirmation will be sent to the Respondent upon receipt of the proposal.

VIII. PROPOSAL CONTENT AND FORMAT

All information requested in the RFP must be addressed in the Respondent's proposal. Proposals should provide a concise explanation of Respondent's qualifications and the proposed services to be rendered. Emphasis should be placed on completeness and clarity of content. Each proposal must be submitted in response to categories A through J outlined below and must be clearly labeled as such.

A. Cover Letter

- a. Briefly state the Respondent's understanding of the work requested and a statement why the Respondent believes it is qualified to perform the engagement. The letter should be signed by the representative of the Respondent authorized to contract on behalf of the Respondent.

B. Title Page

- a. Date
- b. Subject
- c. Respondent's name and chief executive officer (or the equivalent)
- d. Respondent's address
- e. Respondent's website address
- f. Respondent's phone number
- g. Respondent's fax number
- h. Contact's name
- i. Contact's title
- j. Contact's phone number
- k. Contact's email address

C. Table of Contents

D. Project Plan

- a. Address the services outlined in Section III. Scope of Work and describe the specific approach that will be taken in performing.
- b. Describe the services that you propose to provide to CTPF.
- c. Describe how Respondent has the necessary dedicated staffing and bandwidth to take on this engagement.
- d. Describe any deliverables or services, not included in Section III. Scope of Work that your Firm suggests should be provided in order to provide more complete and thorough services, particularly those that may not be offered by other Firms.

- e. Indicate the location of the office(s) from which the work on this engagement is to be performed.

E. Billing

- a. State the rates at which the service of all staff, including but not limited to, partners, associates, staff attorneys, and non-attorney law clerks, paralegals, or other administrative professionals would be provided to CTPF for the next five years, including, if applicable, any blended rate(s). Include:
 - i. For each attorney list the normal hourly rate for this provider and the rate that you propose to charge CTPF.
 - ii. For each applicable category of billable, non-attorney personnel, including law clerk, paralegal, or other administrative professionals, list the normal hourly rate for this service provider and the hourly rate that you propose to charge CTPF.
 - iii. A schedule of all out-of-pocket charges, including but not limited to, copies, travel, or legal research expenses, that you anticipate will result in a charge to CTPF and the rate for each expense. Note: CTPF expects that any such charges will be at the firm's actual costs, without a markup.
 - iv. Please note that travel time will not be billable, unless substantive work takes place during travel.
- b. In addition, each Firm may propose an alternative fee structure, or a project specific capped fee structure, as appropriate.
- c. State any special considerations with respect to billing or payment of fees and expenses that your Firm offers and that you believe would differentiate your proposal from other proposals and make your Firm's services more cost effective to CTPF.
- d. CTPF expects the lowest rate charged by your Firm for its governmental and non-profit clients. If for any reason your firm is unwilling or unable to charge the lowest rate, please explain why.
- e. CTPF expects no double billing for the Firm's staff time when more than one attorney or employee attends the same meeting or is on the same conference call, unless the Firm can demonstrate the unique relevant expertise and probative value of each staff member in such meeting or on such call. If for any reason your firm is unwilling or unable to agree to the above, please explain why.
- f. State any special considerations with respect to billing or payment of fees and expenses that Respondent offers and that you believe would differentiate your Firm's proposal from other proposals and would make your Firm's services more cost effective to the Fund.
- g. The billing rates will be fixed for the term of this engagement.

F. Firm's Background, Qualifications, and Experience

- a. Briefly describe Respondent's background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners. The firm must be regularly-established in the industry of providing the services outlined in Section III. Scope of Work, and have experienced personnel able to provide the required services. CTPF may request information substantiating the above requirements. Failure to provide this information may result in a Respondent's proposal being declared non-responsive.

- b. State the size of the Firm including number of offices and number of attorneys.
- c. State the name of any attorneys who would be providing legal services to the Fund. Provide the resume and a short biography for each attorney. Describe the expected services to be provided by each attorney, and provide a summary of each attorney's experience working with public sector clients, particularly public pension funds or retirement systems. Indicate the attorneys' state(s) of licensure, and include a statement that each attorney is currently in good standing with the state bar in the respective state(s) where the attorney is licensed. At least one of such attorneys must have at least ten (10) years of experience advising and counseling a public pension fund or retirement system.
- d. CTPF is committed to diversity and seeks Firms who are committed to the same. Please detail how your firm is committed to diversity, including, but not limited to in its ownership, control, and the attorneys who would be providing legal services to the Fund.
- e. Provide the number of years that the Firm and any identified individuals have been providing the services requested in this RFP.
- f. Describe your experience related to the services you are proposing to provide, including the names of clients, dates of service, and matters handled by you that demonstrate the nature and extent of your expertise.
- g. Provide details on your Firm's employee benefit industry experience/expertise.
- h. Will your Firm use outside contractors (subcontractors) for this engagement? If so, what confidentiality agreement is in place to protect sensitive information from disclosure? What allocation of the scope of services will be assigned to outside contractors (subcontractors)? Are these outside contractors (subcontractors) majority owned and controlled by women, minorities, or persons with disabilities?
- i. Indicate Respondent's due diligence process in hiring, evaluating, and monitoring its staff and contractors, as applicable.
- j. List any known professional or personal relationships Respondent or its employees or contractors may have with individual CTPF Board members and/or Fund staff.
- k. Identify any potential or actual conflicts of interest you have in providing services to CTPF. State whether you have ever provided services to CTPF, the City of Chicago, the Chicago Board of Education ("Chicago Public Schools" or "CPS"), the Chicago Teachers' Union ("CTU"), the Retired Teachers' Association of Chicago ("RTAC"), the Chicago Principals and Administrators Association ("CPAA"), any Chicago charter school, or any employee group or trade organization related to the aforementioned entities. If so, please state the name of each such client or former client, contact information, and the nature and time frame of such representation. In providing such information you consent to and agree to release CTPF from any liability that may result from contacting such client(s) and communicating with such client(s) about your prior engagements, and soliciting an opinion regarding the work performed for such reference. In addition, please state how you intend to resolve any potential or actual conflict of interest.
- l. Identify all public sector or ERISA fund clients who have terminated their working relationship with you in the past five (5) years and provide a brief statement of the reason(s) for the termination. Provide each client's contact information. You consent to and hereby release CTPF from any liability that may arise from contacting your former client(s) and communicating with them about the work you performed and the reason for your termination.

G. Insurance, Liability, Confidentiality, and Litigation

- a. What assurances can you provide that your Firm will not be subject to cyber-attacks? Describe security and protection measures.
- b. It is expected that the selected firm will have adequate quality control procedures in place to guarantee the accuracy of the work performed. Please describe your quality assurance procedures.
- c. Please describe the levels of your professional liability insurance coverage for client security breaches (cyber risk) and any fiduciary or professional liability insurance your Firm carries. Is the coverage on a per client basis or is the dollar figure applied to the Firm as a whole? List the insurance carriers.
 - i. What limitation on liability, if any, do you impose through your contract?
The Firm must not seek to unreasonably limit their liability for negligence.
 - ii. Are you bonded?
 - iii. Does coverage for liability, due to your negligence, continue for a period following termination of the contract? If so, for how long?
 - iv. Identify the amount, type of coverage, deductible, and any coinsurance.
- d. What is the organization's policy on confidentiality during and after the engagement?
- e. Has your Firm ever been involved in a lawsuit in the last ten (10) years involving any services provided by the Firm? If so, provide details, including description of the lawsuit, dates, and outcomes.
- f. Has your Firm or an attorney in your Firm's employ been disciplined or censured by any regulatory body in the last ten (10) years? If so, describe the principal facts.
- g. Has your Firm, related entities, affiliates, principals, and/or officers been a party in any civil or criminal litigation, or subject to investigation, disciplinary action, or regulatory review, whether or not directly related to services requested by this RFP? If so, provide details, including dates and outcomes.
- h. Describe any anticipated litigation in which your Firm may be involved.

H. Sample Contract or Agreement

- a. Please provide a sample contract/engagement letter for the services proposed by your Firm, including a sample fee agreement.

I. References

- a. Please provide three references who are clients for whom you have performed work similar to that requested in this RFP. Include the reference name, title, entity, address, telephone number, and description of the services provided.
- b. In providing such information, you consent to and hereby release CTPF from any liability that may arise from contacting your references and communicating with such references about your prior engagements, and soliciting an opinion regarding the work performed for such reference.

J. Required Disclosures

- a. **All Respondents must provide answers to each written disclosure requested below in categories (i) through (ix) as part of their RFP response.** Note that VIII(J)(a)(vi) below requires completion of the EEOC chart attachment to this RFP. **Failure to provide answers to each disclosure question or failure to provide the completed EEOC chart may cause your proposal to be deemed non-responsive.** Respondents

should use “none,” “not applicable,” or “unknown” as appropriate, but a response **must** be provided for each disclosure category below. Your disclosures must be clearly labeled as “J. Required Disclosures.”

- (i) The Respondent must disclose, labeling each category, separately: (a) any entity that is a parent of, or owns a controlling interest in, the Respondent, (b) any entity that is a subsidiary of, or in which a controlling interest is owned by, the Respondent, (c) any persons or entities who have an ownership or distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%), and (d) any persons who serve as executive officers of the Respondent, including their titles.
- (ii) The Respondent must disclose, separately: (a) any direct or indirect payments in excess of \$1,000 per calendar year within the prior five (5) calendar years made to any community or not-for-profit organization relating to public education by: (i) the Respondent, (ii) any executive officer of the Respondent, (iii) any parent entity of the Respondent, (iv) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and (v) any Shareholder of Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%); (b) any formal involvement with any community or not-for-profit organization relating to public education by any person or entity identified in (a) above; and (c) any involvement as a member or director of a charter school that contributes to the Fund of any person or entity identified in (a) above. For purposes of this Section VIII(J)(a)(ii) and (iii), “Shareholder” shall mean any person who has an ownership or distributive income share in the Respondent.
- (iii) The Respondent must disclose if: (a)(i) any executive officer of the Respondent, (ii) any parent entity, (iii) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and (iv) any Shareholder of the Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%) has given any direct or indirect financial support in excess of \$1,000 per calendar year within the prior five (5) calendar years or (b) whether the persons or entities identified in (a) above have had any formal involvement within the prior five (5) calendar years with a community or not-for-profit organization with a central purpose of influencing public policy related to budgetary and fiscal policy which directly or indirectly relates to the continued availability and long-term viability of defined benefit pensions in the public sector, to education policy, or to retirement security policy.

For the purposes of this disclosure, an organization has the “central purpose” of influencing policy if it is understood with the exercise of reasonable due diligence, including but not limited to the examination of the organization’s IRS filings and other publicly-available statements of purpose, that the organization intends to affect policy or engage in lobbying

or other advocacy activity. The Trustees have determined that the following organizations presently fall under this required disclosure:

American Enterprise Institute,
American Legislative Exchange Council,
Brookings Institution,
California Common Sense,
California Policy Center,
Civic Committee of the Commercial Club,
Heritage Foundation,
Howard Jarvis Taxpayers Association,
Illinois Municipal League,
Illinois Policy Institute,
Independent Institute,
Jessie Ball DuPont Fund,
Laura and John Arnold Foundation,
Mackinac Center for Public Policy,
Manhattan Institute for Policy Research,
Massachusetts Taxpayers Foundation,
Mercatus Center at George Mason University,
National Council on Teacher Quality,
National Institute for Labor Relations Research,
Nelson Rockefeller Institute of Government,
National Taxpayers United of Illinois,
Pioneer Institute,
R Street Institute,
Reason Foundation,
Show Me Institute,
State Policy Network,
StudentsFirst,
Taxpayers for Sustainable Pensions,
Taxpayers United of America,
Teacherspensions.org,
Texas Public Policy Foundation,
The Future of Freedom of Foundation,
The Pew Charitable Trust,
UnionWatch,
Urban Institute,
Wyoming Liberty Group, and
Any state or local affiliates or chapters of the above organizations.

- (iv) The Respondent and any parent, controlling entity, subsidiary, or affiliate must disclose any direct or indirect financial relationships, transactions, or consulting agreements with the Chicago Board of Education entered into within the prior five (5) calendar years. Any such direct or indirect financial relationships, transactions, consulting agreements, or consulting-related contracts with the Chicago Board of Education entered into on or after the execution of an agreement between you and CTPF shall be identified in an

amended Respondent Disclosure within thirty (30) calendar days of any new relationship, transaction, investment, agreement, or contract with the Chicago Board of Education.

- (v) The Respondent must disclose the names and addresses of any subcontractors and the expected amount and/or percentage of money each will receive under the agreement if authorized by the Fund.
- (vi) The total number of Respondent's staff. The number of Respondent's staff and percentage of its staff, broken out separately for each category, who are (1) a minority person, (2) a female, or (3) a person with a disability. This information must be provided using the EEOC chart available on CTPF's website. Supplemental information to the EEOC chart is welcome.
- (vii) The number of current contracts that the Respondent has with a (1) minority owned business, (2) female owned business, or (3) business owned by a person with a disability.
- (viii) The number of current contracts that the Respondent has with a business other than (1) a minority owned business, (2) a female owned business, or (3) a business owned by a person with a disability, under which, while the business is not owned by one of the above categories, where more than fifty percent (50%) of services performed pursuant to the contract are performed by either (1) a minority person, (2) a female, or (3) a person with a disability.
- (ix) The Respondent shall agree to annually disclose various EEO data and diversity of vendor's contracts as required by the Fund.

K. Exhibits and Attachments

- a. Any additional information or exhibits appropriate for CTPF's consideration may be included under this category.

IX. WRITTEN QUESTIONS

Prospective Respondents who have questions regarding this RFP may email the contacts listed above by the due date listed in the timeline above for written questions. Please reference "Investment Legal Services RFP Questions" in the subject line of the email. The questions (without identification of the questioner) and the answer will be posted on the CTPF website according to the above timeline.

X. PROPOSAL EVALUATION

The following guidelines will be used to analyze and evaluate all proposals. CTPF reserves the right to evaluate all factors deemed appropriate, whether or not such factors have been stated in this section.

A. QUALIFICATIONS

In order to be selected for this engagement, the Respondent must demonstrate that it can meet the requirements of the RFP and the scope of work contained in the RFP.

The Respondent must be regularly established in the industry of providing investment legal services and must provide detailed information in response to Section VIII (f) Firm's Background, Qualifications, and Experience. CTPF may request information substantiating the above requirements.

Failure to provide this information may result in a Respondent's proposal being declared non-responsive.

B. REVIEW OF PROPOSALS

- a. An Evaluation Committee consisting of Fund staff will evaluate all proposals received.
- b. The Committee will determine if Respondents meet the mandatory requirements listed below:
 - i. The Respondent has no conflict of interest with respect to any other work performed by the Respondent.
 - ii. The Respondent must demonstrate that it can meet the requirements of the RFP and the Scope of Work contained in this RFP.
 - iii. The Respondent must adhere to the instructions in this RFP.
 - iv. The Respondent must follow the proposal content and format outlined in Section VIII.
 - v. The Respondent must provide all disclosures requested in Section VIII(J)(a).
- c. Factors to be considered by the Committee members include, but are not limited to:
 - i. Qualifications to perform the services requested;
 - ii. Price;
 - iii. Responses to the Proposal Content in Section VIII; and
 - iv. Presentation to the Committee (if applicable).

Any contract award is ultimately a decision of the Board of Trustees, which decision may be based on the evaluations, scoring, or recommendations of the Evaluation Committee and the CTPF Contract Administration and Procurement Policy.

This RFP is not an offer of a contract. Acceptance of a proposal does not commit CTPF to award a contract to any Respondent, even if the Respondent satisfied all requirements stated in this RFP. Publication of this RFP does not limit CTPF's right to negotiate for the services described in this RFP. CTPF reserves the right to choose to not to enter into an agreement with any of the Respondents to this RFP.

The information submitted in response to this RFP becomes the exclusive property of CTPF.

XI. FINALIST PRESENTATIONS

After the proposal submission due date, CTPF will contact the top-ranked Respondents to set up a meeting, approximately one hour in length, with the RFP Evaluation Committee either on-site at the CTPF offices, 203 N. La Salle, Suite 2600, Chicago, IL 60601, via videoconference, or by telephone. At these meetings, Respondents must be prepared to provide a brief presentation on their services as outlined in their proposal and answer any questions regarding their proposal. Additionally, Respondents may be invited to make a presentation to the CTPF Board of Trustees and/or a Board Committee.

At the discretion of the Board of Trustees, top-ranked Respondents may not be asked to make a presentation to the Evaluation Committee; rather, such Respondents may instead be asked to make a presentation directly to the Board of Trustees or to a Board Committee.

XII. RFP WITHDRAWAL OR MODIFICATION

Proposals may be withdrawn or modified by a written or email request prior to the RFP due date. CTPF may, by written notice to all Respondents, cancel, postpone, or amend the RFP prior to the due date. If CTPF decides, at its sole discretion, that the revision or amendment will require additional time for response, the due date will be extended for all Respondents.

XIII. INCOMPLETE PROPOSALS

CTPF reserves the right to request additional information or to reject the proposal outright if the information provided in a Respondent's proposal is deemed to be insufficient for evaluation. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The evaluation and determination of the fulfillment of the requirements will be determined by CTPF and such judgment shall be final.

Any proposal received at the designated email address after the required time and date specified for receipt shall be considered late and non-responsive. Late proposals will not be evaluated for award.

Proposals submitted shall be valid for one hundred twenty (120) days following the closing date noted above. CTPF and the Respondent may extend this period by mutual written agreement. If a solicitation is cancelled before the due date, the offer will be returned to the Respondent who submitted the response.

XIV. SELECTION OF WINNING BID

Award of the contract resulting from this RFP will be based upon the most responsive Respondent(s) whose offer(s), in the sole discretion of the Board of Trustees, are the most advantageous to CTPF in terms of the Respondent's submission, including, but not limited to qualification, meeting contract requirements, cost, and other factors as specified in this RFP.

After evaluation of the proposals and approval by CTPF, all Respondents will be notified of the result. Contract negotiations will commence with the selected Respondent.

XV. REIMBURSEMENT FOR PROPOSAL PREPARATION

CTPF will not reimburse any expenses incurred in responding to this RFP including, but not limited to, the costs of preparing the response, providing any additional information, or making a presentation or presentations. CTPF reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

XVI. QUIET PERIOD

During the RFP review period (which begins on the date the RFP is posted on CTPF's website) to and until a contract is executed, there shall be no communication between Respondents and CTPF's Board members or Fund staff (other than the RFP contact listed in Section V or his or her designee) regarding any product or service related to the search. Respondents may communicate with the Contract and Procurement Administrator or her designee solely regarding administrative questions relating to the procurement process. All other questions must be asked and will be responded to through the RFP question and answer process.

The quiet period shall not prevent customary respondent due diligence, initiated by CTPF, or communications with a current service provider who happens to be a candidate, provided that any such communication must be in the ordinary course of business and necessary for the provision of current services provided by such service provider. Discussions relating to the pending selection are strictly prohibited.

XVII. RFP LIMITATIONS AND CONDITIONS

- A. This RFP does not commit CTPF to award an agreement or procure services of any kind whatsoever. CTPF reserves the right, in its sole discretion to postpone, delay, or cancel this RFP, in whole or in part. CTPF may terminate discussions, in its sole discretion, or select another finalist. CTPF reserves the right to award an agreement or agreements based solely upon the proposals received. The Firm should not assume that there will be an opportunity to alter or amend its proposal at a later date or at the time of contract negotiations.
- B. CTPF may request that Respondent clarify the content of the proposal. Other than for purposes of clarification, no Respondent will be allowed to alter or amend its proposal after the RFP due date.
- C. All materials submitted in response to this RFP shall be the sole property of CTPF. CTPF reserves the right to use any and all ideas submitted in the proposals.
- D. CTPF reserves the right to reject or cancel in whole or in part at any time, any and all proposals received; to waive minor irregularities; to negotiate in any manner necessary to best serve CTPF and to make a whole award, multiple awards, a partial award, or no award.

- E. CTPF reserves the right to reject any or all offers and to discontinue this RFP process without obligation or liability to any potential vendor.
- F. CTPF reserves the right to reject the proposal of Respondent who is not currently able to perform the contract. CTPF reserves the right to award a contract, if at all, to the Firm which will provide the best match to the requirements of the RFP and the needs of the Fund, which may not be the proposal offering the lowest fees. CTPF may take into consideration any factor it deems relevant, including but not limited to, past experience, financial stability, the ability to perform the requirements as set forth in this RFP, or previous failure to perform similar contracts in accordance with the terms, or in a timely manner, and other relevant criteria. CTPF is not required to accept for consideration any proposal that fails to address or does not comply with each of the requirements or the criteria set forth in this RFP.
- G. CTPF reserves the right to award a contract on the basis of initial offers received, without discussions or requests for best and final offers. Conversely, CTPF reserves the right to request best and final offers.
- H. Any contract award is ultimately a decision of the Board of Trustees and may be based on the evaluations, scoring, and recommendations by the Evaluation Committee and the CTPF Contract Administration and Procurement Policy.
- I. If Respondent submits a proposal, CTPF reserves the right to conduct its own due diligence and to undertake such investigations as it deems necessary to determine Respondent's satisfaction of the qualifications and ability to furnish the required services. Upon request, Respondent agrees to provide any and all information for this purpose.
- J. CTPF reserves the right to request additional documentation or information from Respondents. Requested information may vary by Respondent. CTPF may ask questions of any Respondent to seek clarification of a proposal to ensure the Respondent understands the scope of the work or other terms of the RFP.
- K. CTPF does not guarantee or commit to contracting any specific number of projects to Respondent during the life of the agreement.
- L. Written approval from CTPF will be required for any news releases regarding the award of contract.

XVIII. MINORITY AFFILIATION

CTPF is an equal employment opportunity employer, and endeavors to increase the utilization of vendors who are MWDBE companies. Please provide any information relative to your Firm's minority Firm affiliations or minority Firm participation in the engagement, and a MWDBE breakdown for your Firm. Please also provide any MWDBE subcontractors/subvendors that Respondent intends to use on this contract, including the name, role, and expected payments and percentage utilization.

XIX. WAIVER OF CLAIMS

By submitting a proposal, the Respondent agrees to waive any claim it has or may have against CTPF, its Board of Trustees, and/or CTPF officers, employees, and agents arising out of or in connection with the administration, evaluation, or recommendation of any proposal, the waiver of any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of the contract.

XX. CONTRACT NEGOTIATIONS

Once the Respondent(s) has been selected to perform the services, the parties will begin negotiating the terms of the engagement. CTPF does not anticipate or desire a lengthy negotiation. CTPF may, in its sole discretion, terminate negotiations and proceed to engage another party for such services, whether or not that party was a Respondent, if the parties are unable to expediently negotiate an agreement or reach a bargaining impasse.

XXI. NOTICE REGARDING ILLINOIS PUBLIC RECORDS LAWS

The proposal that you submit will be subject to the Illinois Freedom of Information Act (5 ILCS 140/) "FOIA Act"). The FOIA Act provides generally that all records in the custody or possession of a public body are presumed to be open to inspection or copying. Any public body that asserts that a record is exempt from disclosure has the burden of proving by clear and convincing evidence that such record is exempt from disclosure. CTPF will determine, in its sole discretion, whether the materials are subject to public disclosure, if a request is made in accordance with the FOIA Act for materials submitted in response to this RFP. If CTPF denies a public records request based on a Respondent's representation that such information is proprietary, privileged, and/or confidential, Respondent, by submission of a response to this RFP making these proprietary, privileged, and/or confidential assertions, agrees to reimburse CTPF for, and to indemnify, defend, and hold harmless CTPF, its officers, Trustees, fiduciaries, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to CTPF's complete or partial FOIA denial based on Respondent's assertions. By submitting your proposal, you further agree to indemnify, defend (at CTPF's discretion), and hold CTPF harmless from and against any and all Claims arising from or relating to CTPF's complete or partial disclosure of your proposal if CTPF determines, in its sole discretion, that such disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

XXII. MOST FAVORED TERMS

All prices, terms, warranties, and benefits offered by the Respondent in its proposal must be comparable to or better than those offered by the Respondent in agreements with substantially similar governmental or quasi-governmental clients. Should the Respondent make available more favorable terms to a substantially similar governmental or quasi-governmental client with respect to the types of services set forth in Respondent's proposal, Respondent will make such prices, terms or conditions available to CTPF.

XXIII. AGREEMENT AND APPROVAL

The Fund may select one or more firms to provide the services described herein.

To the extent one or more firms are selected, CTPF will work to negotiate an agreement with the selected firm (s), giving due consideration to the stipulations in the Firm's(s') submitted standard agreement.

The selected firm(s) shall be required to assume full responsibility for all services and activities offered in its/their proposal whether or not provided directly. Further, CTPF will consider the selected firm(s) to be the sole point of contact with regard to contractual matters, including payment of fees.

The selected firm(s) and its/their personnel, including subcontractors, shall treat any and all information provided by CTPF as confidential and is/are prohibited from using that information for any other purposes than those provided by contract, without CTPF's express written consent.

The selected firm(s) shall not use a subcontractor without CTPF's express written consent. All terms and conditions of a contract with the selected firm(s) shall be equally binding on any subcontractors.

The selected firm(s) shall meet specific performance standards established during the contract negotiation process. The approved project schedule, specifying agreed upon, significant milestone events, and a project completion date, shall be incorporated into the contract as projects are identified and assigned to the successful Respondent(s) by CTPF.