

DALLAS POLICE & FIRE PENSION SYSTEM
Request for Proposal (RFP)



Actuarial Services

**for two Actuarial Determined Contribution (ADC) Rate Defined Benefit Plans
May 1, 2026**

Deadline for Submission of Questions	On or before 5:00 PM, Central Time, May 11, 2026
Questions and Responses Posted	On or before 5:00 PM, Central Time, May 15, 2026
Deadline for Submission of Proposals	On or before 5:00 PM, Central Time, June 1, 2026
Finalist Interviews (if needed)	Week of June 15th
RFP Web site	https://dpfp.org/-about-us-/request-for-proposal/
Proposal Submission Email Address	kellyg@dpfp.org

Contact for Inquiries

Kelly Gottschalk
Executive Director
Dallas Police & Fire Pension System
kellyg@dpfp.org

Dallas Police & Fire Pension System
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www.dpfp.org

SECTION ONE - INTRODUCTION

1.1 Purpose

The objective of this Request for Proposals solicitation is to evaluate the services and pricing for full scope actuarial services provided by qualified actuarial consulting firms with extensive experience providing services to public employee defined benefit pension funds. All firms meeting the qualifications outlined below are encouraged to apply.

1.2 Qualified Actuary

For the purposes of this engagement and RFP, the term "Qualified Actuary" refers to the individual serving as the primary contact and the lead actuary on the engagement. The scope of services described herein must be performed under the direct supervision of a Qualified Actuary.

1.3 Minimum Qualifications

1. The actuarial firm must have at least 10 years of experience providing actuarial consulting services to other U.S. public pension fund clients similar to the services requested in this RFP.
2. The individual serving as the Qualified Actuary must have been regularly engaged in the business of providing actuarial services for at least 10 years for public employee defined benefit plans and must have the designation of either a Fellow of the Society of Actuaries, a Fellow of the Conference of Consulting Actuaries or a Member of the American Academy of Actuaries.
3. The firm must not have been engaged by the City of Dallas for any purpose during the past 10 years.

1.4 Term of the Engagement

DPPF seeks to negotiate and execute a five-year Consulting Services Agreement for the period of July 1, 2026 to June 30, 2031.

1.5 How to Find Important Documents Related to this RFP

Important information related to this RFP can be found at <https://dpfp.org/-about-us/-request-for-proposal/>. The information you will find at this website includes the following:

1. Actuarial Valuation and Review as of January 1, 2025 Revised – Combined Plan
2. Actuarial Valuation and Review as of January 1, 2025 Revised– Supplemental Plan
3. Actuarial Valuation and Review as of January 1, 2026 – Combined Plan (to be posted when available)
4. Actuarial Valuation and Review as of January 1, 2026 – Supplemental Plan (to be posted when available)
5. Review of Actuarial Experience for the Period of January 1, 2020 to December 31, 2024
6. GASB No. 67 – Section 5 of each plan’s Actuarial Valuation
7. GASB No. 68 Accounting Valuation as of December 31, 2024 for September 30, 2025 Reporting Revised-Combined Plan
8. GASB No. 68 Accounting Valuation as of December 31, 2024 for September 30, 2025 Reporting Revised-Supplemental Plan

9. Funding Agreement between DFPF and the City of Dallas
10. Actuarial Census Data Format and File Layout
11. 6243a-1 Statute – Combined Plan Governing Document
12. Ordinance - Supplemental Plan Governing Document
13. List of Board of Trustees and Investment Advisory Committee members

1.6 Timeline for Submitting a Proposal

Deadline for Submission of Questions	On or before 5:00 PM, Central Time, May 11, 2026
Questions and Reponses Posted	On or before 5:00 PM, Central Time, May 15, 2026
Deadline for Submission of Proposals	On or before 5:00 PM, Central Time, June 1, 2026

1.7 Proposer Registration

Proposers can register with DFPF as potential respondents to the RFP. Registration has no legal consequences. It does not legally bind your organization or DFPF, nor does it create any enforceable promises. It simply allows DFPF to notify your organization of information about the RFP and the RFP process. To register your interest as a potential respondent, please send an email to kellyg@dpfp.org and simply state the email addresses you would like to receive future communications regarding this solicitation.

1.8 Questions

Questions about the RFP shall be submitted in writing to Kelly Gottschalk by email to kellyg@DPFP.org on or before 5:00 p.m. Central Time, May 11, 2026. DFPF will post the questions received (without identifying any party) and the responses at <https://dpfp.org/-about-us-/request-for-proposal/> on or before 5:00 PM, Central Time, May 15, 2026.

1.9 Proposal Submission

1. All Proposals shall be received via email with a received date on or before 5:00 p.m., Central Time, June 1, 2026. **One electronic copy of the respondent’s proposal shall be emailed to kellyg@DPFP.org.** It is the Respondent’s responsibility to appropriately deliver the proposal to DFPF by the specified date and time. DFPF reserves the right to reject any proposal submitted after 5:00 p.m., Central Time, June 1, 2026
2. Respondents to this RFP are responsible for all costs of this Proposal, including preparation, submission, and travel.
3. Proposals shall be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may seek to protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked “Trade Secret” or “Confidential” on each page on which it appears. Such marking shall be in boldface type at least 14-point font. It is the Respondent’s responsibility to appropriately mark the RFP.

1.10 Proposal Content and Format

A description of the information to be included in a proposal submitted in response to this RFP and the format of the response is provided in Section Four of this document.

1.11 Presentations to DFPF

Respondents should be prepared to travel to Dallas, Texas for a presentation during the evaluation process for this RFP. During the presentation, Respondent's staff will discuss their services and be available for questions. The presentation will last approximately one and one-half hours and be conducted at no cost to DFPF. Not all Respondents may be asked to make a presentation.

1.12 Prohibited Communications/No Contact Period

From the RFP release date until DFPF formally selects the successful Respondent, Respondents shall not contact members of the DFPF Board of Trustees or Investment Advisory Committee members concerning this RFP or the resulting contract. A listing of current Board of Trustees and Investment Advisory Committee members is posted at <https://dpfp.org/-about-us-/request-for-proposal/>. All communications must be directed to kellyg@DPFP.org. Any other communication could be considered attempts to lobby or market services and is therefore prohibited. Firms will be disqualified from consideration for contracts if this prohibition is not honored. This section does not prohibit communications that are part of a DFPF Board meeting or pertain to an existing business relationship between DFPF and the Respondent.

1.13 Actuarial Consulting Fees

Respondents will use the format of Exhibit C to provide the fees for each of the five-year contract terms for the services described in the Scope of Work in Section Three. DFPF prefers that proposals include a fixed fee for the annual Actuarial Valuations, GASB reports, and the Experience Study, and hourly rates for other services.

1.14 Proposal Evaluation and Award Process

1. The contract will be awarded to the Respondent who is determined to be in the best interest of DFPF based on the available information.
2. The DFPF Staff will recommend the finalist(s) to the DFPF Board of Trustees for consideration for a contract award.
3. All notices and communications from DFPF will be sent via email to the Respondent's addresses on file with DFPF.
4. DFPF may reject any or all proposals for any reason.
5. DFPF can amend this RFP at any time at its discretion.
6. DFPF reserves the right to waive any irregularities or non-material errors contained in a proposal.
7. During the evaluation, a DFPF representative may contact Respondent and ask for follow-up questions and/or clarifications to Respondent's proposal.
8. DFPF will determine if Best and Final Offers are necessary. A request for a Best and Final Offer is at the sole discretion of DFPF and will be extended in writing.
9. Award of a contract may be made without a Best and Final Offer.
10. Proposals received shall constitute an offer until a selection is made by DFPF.
11. Proposals received become the property of DFPF.

SECTION TWO - ORGANIZATION OVERVIEW

2.1 Entity

The Dallas Police & Fire Pension System (DPFP) is a single-employer governmental defined benefit retirement system. DPFP operates two defined benefit pension plans, the Combined or Regular Pension Plan and the Supplemental Plan, in addition to an Excess Benefit Plan and Trust.

DPFP serves to provide retirement, death and disability benefits to police officers and firefighters employed by the City of Dallas (City). This plan is referred to as the Combined Pension Plan. A retirement plan for Dallas police officers and firefighters was first created in 1916 by City of Dallas ordinance. In 1933, the 43rd Legislature enacted 6243a, Vernon's Texas Civil Service Statutes, establishing DPFP. The Plan was restated and continued in 1989 by an Act of the 71st Legislature under Article 6243a-1. Article 6243a-1 was significantly amended by House Bill 3158 which was passed unanimously by the 85th Legislature and was signed into law by Governor Abbott on May 31, 2017. In December 2025, the DPFP Board and the City of Dallas agreed to a Funding Agreement for City contributions. On December 31, 2024, there were 10,838 members and beneficiaries in the Combined Pension Plan.

The Supplemental Plan was created by City Ordinance in 1973. The intent of the Supplemental Plan is to provide additional retirement benefits to those members holding a rank higher than the highest corresponding civil service rank as provided in the Combined Pension Plan. On December 31, 2024, there were 216 members and beneficiaries in the Supplemental Plan.

The assets of the Combined Pension Plan and the Supplemental Plan are co-invested through a Group Master Trust. Administrative and professional expenses of DPFP are allocated to each plan on a pro rata basis based on each plan's assets. Both the Combined Plan and the Supplemental Plan are qualified governmental plans as defined by Sections 401(a) and 414(d) of the Internal Revenue Code.

2.2 DPFP Board of Trustees

The DPFP Board of Trustees is vested with the statutory power and responsibility for the administration of the pension system. The Board shall execute its fiduciary duty to hold and administer the assets of the fund for the exclusive benefit of the members and their beneficiaries under Section 802.203, Government Code, Section 67 (f), Article XVI, Texas Constitution, and other applicable law, in a manner that ensures the sustainability of the pension system for the purposes of providing current and future benefits to members and the beneficiaries. and operation of the retirement system for the exclusive benefit of its present and future members and beneficiaries.

The Board consists of 11 Trustees, comprised of six Trustees appointed by the City of Dallas Mayor, one Police Officer (active or former), one Fire Fighter (active or former) elected by the active members, and three individuals, who are not members of the pension system and are not City of Dallas council members or City of Dallas employees, elected by active and retired members.

2.3 Authority for Actuarial Services

The DPFP Board of Trustees has statutory authority to employ a Qualified Actuary to provide a continuing observation of the operations of the pension system and to make recommendations and give advice to the board about the condition of the assets of the fund and the administration of the pension system. The actuary is not an investment advisor or fiduciary with respect to any investments of the fund. The statute directs the Qualified Actuary to perform valuations of the assets and liabilities of the fund.

2.4 Actuarial Assumptions

Actuarial Assumptions are set by the Qualified Actuary with approval of the Board and may be changed at any time with the approval of the Board.

2.5 Funding Agreement

Combined Plan: City contributions are based on a Funding Agreement between the City and the Board of Trustees entered into on December 11, 2025. The Funding Agreement is available at <https://dpfp.org/-about-us-/request-for-proposal/>. Member contribution rates are 13.50% of pensionable payroll.

After the Funding Agreement was finalized, the 1-1-2025 Actuarial Valuations for both plans were revised to reflect the agreement. Some key results follow: the total liability of the Combined Plan \$5.6 billion, funded ratio 34.05% on an actuarial basis and 36.19% on a market basis, period remaining on initial bases 28 years.

Supplemental Plan:

The Supplemental Plan is funded on an ADC basis. Prior to January 1, 2020, the ADC was calculated on a 20-year open period. Since January 1, 2020 the ADC had been calculated on a closed 20-year period. The total net pension liability reported for the Supplemental Plan was \$46 million as of January 1, 2025, per the revised report. The Supplemental Plan is 50.03% funded on a market and actuarial basis and the effective amortization period is 11 years. There is no asset smoothing in the Supplemental Plan. Benefits in the Supplemental Plan mirror those in the Combined Plan; the Funding Agreement affects benefits, so the Supplemental Plan will need to be adjusted to reflect it. Member contributions are 13.50%.

2.6 OPEB Responsibilities

DPFP does not administer Other Postemployment Benefits (OPEB) for its members.

2.7 Fiscal Year

DPFP's fiscal year is January 1 through December 31. The City's fiscal year is October 1 through September 30.

2.8 Annual Comprehensive Financial Report

DPFP prepares an Annual Comprehensive Financial Report (ACFR), which contains information from the Actuarial Valuation reports, and a letter from the Actuary will be included in the ACFR.

2.9 Financial Computer Systems/Applications

QuickBooks is the accounting application used by DPFP to track all general ledger activity, produce financial statements, and create reports. PensionGold Version 2, a product of Levi, Ray, and Shoup, is the pension administration application used for actuarial census data, participant recordkeeping, benefit claims, and benefits payroll. DPFP is currently exploring options to replace the pension administration application. It is anticipated that any project will take approximately four years to complete.

2.10 Investments

On December 31, 2025, DPFP held investments with a market value of \$2.3 billion. DPFP has an assumed rate of return of 6.50%. DPFP is in the process of revising the asset allocation and the Investment Policy Statement.

SECTION THREE – SCOPE OF SERVICES

3.1 General Actuarial Consulting Services

1. Consult and advise the Board and staff as to matters or questions of an actuarial nature that shall arise out of, or from, the operations of DPFP. This is intended to include questions from the staff via phone calls, video conferencing, or emails, and follow-up by the actuary with reference materials, existing work products, and existing research.
2. Provide general actuarial education to the Board of Trustees, as requested.
3. Make recommendations for possible improvements, including risk mitigation strategies to the DPFP plans.
4. Assist in updating the funding policy documents for the Combined and Supplemental Plans.
5. Keep DPFP informed of any significant regulatory, legal, or legislative changes and trends with respect to actuarial issues.
6. Assistance with complex actuarial calculations for unusual member situations.

3.2 Annual Actuarial Valuation for the Combined Plan and the Supplemental Plan

Description of the Work. Prepare the annual Actuarial Valuation for each plan that includes the information contained in the Actuarial Valuation and Review as of January 1, 2025 – Combined Plan and the Actuarial Valuation and Review as of January 1, 2025 – Supplemental Plan reports that can be found at <https://dpfp.org/-about-us-/request-for-proposal/>. In addition, the reports should include the following:

1. Projection of Remaining Legacy Liability and Legacy Liability Payments (Combined Plan only);
2. Liability (Gain)/Loss Layers (Combined Plan only);
3. Information related to the DROP liability, including but not limited to the Present Value of DROP Annuities and the Remaining Liability Schedule of Future DROP Annuity payments.
4. Schedule of Retirees and Beneficiaries Added to and Removed from Rolls
5. Other requirements mandated by the Actuarial Standards of Practice (American Academy of Actuaries) and/or the Government Accounting Standards Board.

6. Any other charts or data that would convey information resulting from the Funding Agreement.

The draft Actuarial Valuation reports will be due in the first week of May, with Board approval expected in the second week of May. If the reconciliation process described in the Funding Agreement causes a delay, the draft Actuarial Valuation is due no later than two weeks after the final ADC is determined as provided in the Funding Agreement. Although not anticipated, the timeline will be adjusted if DFPF has a delay in providing census data or financial information to the actuary.

Pework. Respondent will load, review, and reconcile census data provided for the valuations. The Respondent will review the census data and test it for reasonableness and disclose any irregularities to the DFPF staff. If the Respondent omits information or categorizes information differently than in the original census files, they must reconcile and disclose that reconciliation to DFPF prior to the issuance of the valuation. Respondents should review the census data formats located at <https://dppf.org/-about-us-/request-for-proposal/> for the file format and description of the current census data files.

Travel & Formal Presentation. Respondent will provide one in-person presentation discussing Actuarial Valuation, including both the Combined Plan and the Supplemental Plan, once a year in Dallas, Texas.

Report and Presentation Format. Board Presentation and Actuarial Valuation Reports must meet the accessibility requirements of Website Content Accessibility Guidelines 2.1 (WCAG 2.1) for website posting no later than April 2028 and potentially earlier as DFPF may require.

3.3 Annual Board Approval of Actuarial Valuation Assumptions

Description of the Work. Annually, prior to preparing the Actuarial Valuation, the Actuary will meet with the Board to discuss any recommended changes to the assumptions used from the prior report and the rationale for the recommendation. This step may not occur in years when a full Experience Study is completed. The assumptions should be approved as early as practicable to avoid a delay in the completion of the Actuarial Valuation and the Actuarial Determined Contribution Letter.

Presentation. The presentation of the recommended Actuarial Assumptions can be made virtually or in person, depending on the magnitude of the recommendations.

3.4 Annual and Periodic Requirements Related to the Funding Agreement

Description of the Work. The Funding Agreement contemplates an annual reconciliation process between the DFPF actuary and the City's actuary (Deloitte) for the ADC, the normal cost, and the accumulated gain and loss amortization rate calculations, with very tight timelines. If necessary, the reconciliation process must be completed and approved by the DFPF Board in June to meet the July 1st deadline. Because of the reconciliation timeline, it is impossible to meet the deadlines in the agreement if the process begins once the valuation is complete. Accordingly, it is anticipated that the DFPF actuary will provide the City with a letter

containing the ADC calculation (not the valuation) as early as possible each year and provide the other information described in the Funding Agreement as soon as possible. In addition, the DPFP actuary must share the draft result of any experience study with the City actuary “well in advance of the valuation date from which the new assumptions are effective so that the City’s actuary can review the assumptions to confirm that they were developed in accordance with the Actuarial Standard of Practice.” The DPFP actuary is expected to work cooperatively with both the City’s actuary and the independent actuary while representing the interests of DPFP. **Respondents are strongly advised to review the Funding Agreement for more information regarding the requirements of DPFP’s actuary and its interactions with the City actuary.**

3.5 Annual Financial Statement Letter

Description of the Work. Annually, the Respondent will provide a letter to be included in DPFP’s Annual Comprehensive Financial Report that, at a minimum, meets the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting criteria.

3.6 Annual GASB No. 67 Reporting and Accounting Information for the Combined Plan and the Supplemental Plan

Description of the Work. Respondent will annually provide GASB Statement No. 67 Plan Reporting and Accounting Schedules for each plan containing, at a minimum, the information included in Section 5 of the Actuarial Valuation and Review as of January 1, 2025, Revised reports, available at <https://dpfp.org/-about-us-/request-for-proposal/>. The GASB Statement No. 67 report will be due at the same time as the Actuarial Valuation Reports.

3.7 Annual GASB No. 68 Financial Reporting Information for the City of Dallas, Texas for the Combined Plan and the Supplemental Plan

Description of the Work. The Respondent will annually provide financial reporting information for the City of Dallas, Texas, for each plan in accordance with GASB Statement No. 68 to include information, at a minimum, as was included in the Governmental Accounting Standards Board Statement No. 68 Actuarial Valuation as of December 31, 2024, for September 30, 2025 Reporting Revised report, available at <https://dpfp.org/-about-us-/request-for-proposal/>. GASB Statement No. 68 will be due no later than 30 days after receipt of the Actuarial Valuation reports.

3.8 Periodic Experience Studies

Description of the Work. Texas law requires an Actuarial Experience Study for the Combined Plan at least every five years. An Experience Study was completed in 2025 for the period including January 1, 2020 to December 31, 2024. The schedule dictates that the next study be completed in 2030; however, under the terms of the Funding Agreement, to establish the mid-point and corridors for 2030 it is anticipated that the next Experience Study must be completed and approved by the Board no later than September 30, 2028. It is anticipated that following the 2028 Experience Study, the typical five-year cycle for Experience Studies will resume; therefore, only one Experience Study is anticipated during the initial term of the contract. Respondent will perform an Experience Study reviewing all current actuarial assumptions and

methods and comparing to actual recent experience and, where appropriate, proposing modifications to the assumptions to better reflect future, anticipated experience.

Respondent will also assess the administrative impact due to assumption changes and notify the Board and/or staff of the same and provide information, calculations, or actuarial equivalence approaches necessary to implement changes to the following: Service Purchase calculations, DROP Annuity calculations, Joint & Survivor Annuity Factors, Spouse Wed After Retirement, Child Acquired After Retirement, Qualified Domestic Relations Order calculations, 10-year Certain calculation and any other calculations that are impacted by the assumption change.

Travel & Formal Presentation. Respondent will travel to Dallas Texas to present the results and recommendations from the Experience Study.

Report and Presentation Format. Board Presentation and Experience Reports must meet the accessibility requirements of the Web Content Accessibility Guidelines 2.1 (WCAG 2.1) for posting on the website.

3.9 QEBA Allocation

Description of the Work. Respondent will perform calculations upon request to determine IRC §415(b) limits and allocate a portion of an annuitant's monthly benefit between the Combined Plan and/or the Supplemental Plan's Trust and the DFPF' Qualified Excess Benefits Arrangement (QEBA). Based on an in-depth analysis by our actuary and tax counsel, we believe there will be at most two additional members who may be subject to a QEBA allocation during the contract period. All other QEBA members have been set up. Advice in this area may be needed for staff questions or if laws or other factors change.

3.10 Periodic Asset/Liability Study Assistance

Description of the Work. At least once, prior to December 31, 2030, Respondent will provide assistance and information to the DFPF Investment Consultant in order to perform an Asset/Liability Study for the Combined Plan. Respondent will provide information necessary to the DFPF investment consultant to assist with projections of the plan's asset and liability values, funded status, benefit payments, contributions and liquidity needs.

Travel & Formal Presentation. Respondent may be asked to attend the presentation of the Asset/Liability Study to the Board of Trustees.

3.11 Government Code Required 802 Audit Assistance and Response

Description of the Work. Section 802.1012 of the Texas Government Code requires the City of Dallas to complete an actuarial audit every five years on the Combined Plan. The DFPF auditor will be required to cooperate with the City's auditor during the process and provide a letter in response to any findings or recommendations from the audit. The DFPF auditor may be asked to attend the Board meeting, in person or virtually, when the City's auditors present the audit results.

3.12 Legislative Assistance

Description of the Work. The Texas Legislature meets in odd numbered years, during the contract term they will be in session twice. Actuarial assistance may be needed to respond to general pension legislation with implications for all Texas pension plans, legislation specifically targeting the DFPF 6243a-1 statute, or legislation brought by the DFPF Board. The efforts associated with these activities can vary significantly. We anticipate that these services will be billed on an hourly basis.

3.13 Timing - Deadlines for the Completion of Core Services

Based on the Funding Agreement with the City of Dallas, DFPF must have a final ADC adopted by the DFPF Board by July 1st each year. The Funding Agreement includes timelines and processes with the City. In addition, DFPF seeks to meet the Annual Comprehensive Financial Report deadlines required by the Government Finance Officers Association and the Texas Pension Review Board.

Respondents will provide the following deliverables on or before the following deadlines:

Annual Deliverables	Annual Deadlines
Actuarial Census Data	
DPFP to provide actuarial census data to the Actuary	Third week in January
Actuary's list of questions/reconciling items to DFPF	Third week in February
Actuarial Valuation Services	
DPFP to provide financial data to the actuary, including asset values	February End of Month
Actuary recommends assumption changes to the Board, if any	Third week in March
ADC letter and reconciled census data provided to the City of Dallas actuary	No later than May 1 st
In-person Board presentation of the draft Actuarial Valuations for both plans	Second week in May
Final ADC approved by the Board, if different, due to the reconciliation process	Second week in June
Annual Comprehensive Financial Statement Letter	Third week in May
GASB Statement No. 67 Reporting & Accounting Information	Second week in May
GASB Statement No. 68 Financial Reporting Information for the City of Dallas	First week in July

Known Periodic Deliverables	Deadlines
Experience Study	
Draft Experience Study delivered to the City actuary	Early 2028
Experience Study Presented to Board of Trustees	March 2028 Board Meeting
Government Code Required 802 Audit Assistance and Response	TBD
Assistance for Asset/Liability Study	TBD

SECTION FOUR – PROPOSAL CONTENT AND FORMAT

Please provide the information requested in this section in the order listed below.

4.1 Proposal Submission Sheet – Exhibit A

Complete and sign the form listed as Exhibit A of this document. List any exceptions on the form, include additional pages if necessary.

4.2 Conflicts of Interest Questionnaire – Exhibit B

Texas law requires a person who contracts or seeks to contract with a local governmental entity to file a questionnaire disclosing the person's affiliation and business relationship with each member of the governing body and local government officers of the entity. You should review the rules regarding this disclosure. Then your organization will need to determine if you should complete and include Exhibit B with your proposal. DFPF will not be able to give you an opinion as to whether you should submit Exhibit B.

4.3. Respondent Contact Information

Provide the following information for the primary and secondary contacts for the proposal.

1. Name
2. Address
3. Telephone Number
4. Email Address

4.4 Firm Information – Ownership and Organization

Describe the following about your firm.

1. Brief history of the firm, including the development of your actuarial services team
2. Ownership structure and corporate form
3. Confirm that your firm is licensed to do business in the State of Texas.
4. Provide a summary listing of any major media reports involving your firm. Please limit your listing to those reports published during the past 24 months covering significant issues in your firm's role in providing client services. Include any responses from your firm.
5. Describe any business litigation, arbitration, or regulatory sanctions related to your organization's actuarial and consulting lines of business in the last five years.
6. Describe the changes (increases and decreases) of the firm's professional actuarial staff over the past five years.

4.5 Team Information

Describe the following about the team assigned to the DFPF engagement.

1. Identify the team members proposed to be assigned to DFPF and describe their credentials and experience with similar pension plans. Identify the team member who will serve as the Qualified Actuary who will be responsible for the work provided to DFPF.
2. For the team you are proposing, identify the team's other defined benefit pension plan clients funded with an actuarially determined contribution rate.

3. Consulting (City's actuarial firm).
4. Disclose whether any of the team members assigned to DFPF has received any professional disciplinary action.
5. What process is in place to ensure continuous coverage of our relationship in the absence of primary members of the service team?

4.6 Experience with Scope of Services

1. Describe the firm's and team's experience with providing annual valuation information for other clients with a layered Actuarial Determined Contribution funding plan.
2. Describe your firm's past or current work providing Actuarial Experience Studies to clients and your approach to reviewing and making recommendations about the following actuarial assumptions:
 - (a) Inflation
 - (b) Real and Nominal rate of investment return
 - (c) Post-Retirement Mortality
 - (d) Salary increases
 - (e) Payroll growth rate
3. Please provide information about your experience with work supporting clients related to the Texas Legislative process and the Texas Pension Review Board.
4. Please provide information about any experience working with similar funding reconciliation processes described in the Funding Agreement.

4.7 Modeling

Describe your modeling capabilities to provide DFPF with possible outcomes of various future experience assumptions and/or plan changes, if needed. Describe the software/tools you use to produce various modeling data for your clients.

4.8 Onboarding

Provide a description of the overall approach and timeline required to transition from the prior actuary, if applicable.

4.9 Risk Management – Consultancy

1. Describe in detail your firm's internal quality control process to promote accuracy in the calculations and advice provided to DFPF.
2. Address whether your firm will use any third parties (subcontractors, non-employees) to provide services outlined in the scope of services. If so, describe the relationship and work to be performed in detail.
3. Address whether your firm will use any offshore employees for any part of the scope of services. If so, describe the work that will be performed by offshore employees.

4. Disclose your firm's insurance coverage (carrier, coverage, and limits) for this engagement, including general liability, errors and omissions, and workers' compensation.
5. If your firm wishes to limit its liability for actuarial services provided to DFPF, discuss why your firm has taken that approach to shift the risk to your clients.

4.10 Risk Management - Technology & Protection of Confidential Information

1. Describe the major systems supporting your actuarial services. Briefly describe your disaster recovery processes for these systems.
2. Describe how Artificial Intelligence (AI) will be used by the firm in performing the scope of services. As the use of AI changes over time, how will DFPF be made aware of the evolution and reliance on AI in servicing our plans?
3. Describe your process of receiving electronic confidential or protected information from your clients.
4. Describe in detail how your organization provides electronic and physical security of confidential information once received. Also, address your retention policy for confidential information.
5. Describe your firm's process for identifying a breach of confidential or protected information.
6. Describe your firm's process for notifying affected firms and/or individuals of a breach of confidential or protected information.

4.11 References

Include a minimum of three (3) references from clients for whom similar services were performed. Include a project description, contact names, position, company name, telephone number(s), and email address(es) for each reference listed. DFPF may contact each reference during the evaluation process.

4.12 Your Firm's Value Proposition

Provide your firm's value proposition for providing actuarial consulting services to DFPF. What is the key differentiator between your firm and other actuarial firms?

4.13 Work Samples Redacted As Necessary

Provide actual work product samples of the following documents. Redact as necessary.

1. Actuarial Valuation
2. Experience Study
3. Sample Board Presentation
4. Sample Invoice including hourly services
5. Other samples as the Respondent wish to include

4.14 Cost Proposal

Complete the Excel file, containing the Cost Proposal depicted in Exhibit C. You may provide any other pricing information you think is relevant.

4.15 Contract

Provide a sample contract for the scope of services.

SECTION FIVE - DFPF TERMS AND CONDITIONS

Any Contract awarded as a result of this RFP will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

5.1 Contract Term

The services requested shall be provided for a term of five years beginning July 1, 2026 and ending June 30, 2030.

5.2 Annual Professional Committee Meeting

Contractor shall designate at least one employee to, at least once per year during the Contract Term, attend a Professional Services Committee meeting with the Board. The contractor may be asked to complete a short questionnaire prior to the Performance Service Committee meeting. This is intended as an opportunity for the Actuary to have direct access to the Committee of the Board without staff present to provide an environment to share any issues/concerns with the Board.

5.3 Personnel

Contractor shall assign only qualified personnel to this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to DFPF written notice of any proposed change in key personnel involved in providing services under this Contract. DFPF prefers that no subcontractor provide services under this agreement. Contractor will request prior written approval from the DFPF Executive Director for a subcontractor to provide services under the Contract.

5.4 Terms That Survive Termination

Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to actuarial and independent actuarial, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

5.5 Termination

This Contract may be terminated by either Party if (1) the other party breaches any provision hereunder and fails to cure said breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party, or (2) upon at least thirty (30) days written notice. Notwithstanding anything contained herein to the contrary, DFPF may terminate this Contract without cause, which termination will be effective upon the thirtieth (30th) day following written notice. Upon termination of this Agreement, Contractor will be entitled to payment of all non-cancellable, actually incurred expenses and costs incurred to the effective date of termination, and a pro rata portion of the compensation pursuant to the Services performed

through the effective date of termination, and Contractor will return to DPFP all information (including confidential information) in its possession.

5.6 Confidentiality and Open Records

Contractor agrees to maintain the confidentiality of information received from DPFP during the performance of this Contract, including Protected Health Information and information that discloses confidential personal information. Notwithstanding any provisions of this Contract to the contrary, Contractor understands that DPFP will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. DPFP agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this contract. Contractor will cooperate with DPFP in the production of documents responsive to the request. DPFP will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify DPFP General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.

5.7 Work Made for Hire

All final reports, studies, calculations, statistical analyses, or other property developed, produced, or generated in connection with this relationship is the exclusive property of DPFP. All right, title and interest in and to said property shall vest in DPFP upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this relationship. To the extent that title to any such work may not, by operation of law, vest in DPFP, or such work may not be considered a work made for hire, all rights, title, and interest therein are hereby irrevocably assigned to DPFP. DPFP shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give DPFP, as well as any person designated by DPFP, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract. All work made for hire shall be provided to DPFP for storage and retention upon request.

5.8 Insurance

Throughout the duration of this Agreement, Contractor will maintain insurance on an occurrence basis, primary and non-contributory, for the following types of coverage:

1. Errors and Omissions
2. Commercial General Liability
3. Workers Compensation

Within ten (10) business days of executing an agreement, Contractor will provide DPFP with current certificates of insurance, naming DPFP as an additional insured for each type of insurance. Any insurance maintained by DPFP shall apply in excess of and not contribute with

insurance provided by policies named in this Agreement. Contractor will notify DPFP of a material change or cancellation of any policy, within thirty (30) calendar days of the event. Contractor represents and warrants that all the insurance coverage is with licensed companies with “A” rating from AMBest and authorized to provide the corresponding coverage.

5.9 Indemnification

Contractor shall defend, indemnify, and hold harmless DPFP, its officers, and contractors, completely from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys’ fees and court costs, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, supplier, or service provider of contractor in the execution or performance of this contract. This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless DPFP for any claims or liabilities resulting from the negligent acts or omissions of DPFP or its employees.

5.10 Applicable Law and Venue

This Contract and all matters and claims arising out of or relating thereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard for its conflict of laws provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Dallas County, Texas.

5.11 No Waiver of Governmental Sovereign Immunity

Nothing in this Contract shall be construed as a waiver of the governmental immunity afforded an organization created by Texas state statute. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DPFP. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to DPFP under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DPFP does not waive any privileges, rights, defenses, or immunity available to DPFP by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

5.12 Independent Contractor

Contractor or Contractor’s employees, representatives, agents, and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this RFP. Contractor or Contractor’s employees, representatives, agents, and any subcontractors shall not be employees of DPFP. Should Contractor subcontract any of the services required in this RFP, Contractor expressly understands and acknowledges that in entering into such subcontract(s), DPFP is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve proposer of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.

5.13 Patent, Trademark, Copyright and Other Infringement Claims

Contractor shall indemnify, save, and hold DPFP harmless from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements

arising from the DFPF or Contractor's use of or acquisition of any services or other items provided to DFPF by Contractor. Contractor shall reimburse DFPF for any claims, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the DFPF counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents, and permits.

5.14 Supporting Documents, Retention, Right to Audit

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas. Contractor shall maintain all such documents and other records relating to this Contract for a period of four years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to work performed for DFPF. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by DFPF, or its agent.

5.15 Cooperation with Actuarial Audit

Contractor shall participate in an actuarial audit conducted by the City of Dallas pursuant to Texas Government Code § 802.1012. Accordingly, Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to work performed for DFPF to the actuarial firm selected by the City of Dallas to perform this actuarial audit.

5.16 No Conflicts

Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to DFPF under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety. See Exhibit B for a Conflict of Interest Questionnaire.

5.17 Financial Interests; Gifts

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from DFPF or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

Texas law requires a person who contracts or seeks to contract with the local governmental entity to file a questionnaire disclosing the person's affiliation and business relationship with

each member of the governing body and executive officers of the entity. You should review the rules regarding this disclosure.

5.18 Professional Standards

Contractor and all actuaries performing work under this Agreement must abide by the Code of Professional Conduct adopted by the American Academy of Actuaries, the American Society of Pension Actuaries, the Casualty Actuarial Society, the Conference of Consulting Actuaries, and the Society of Actuaries. Furthermore, Contractor and all actuaries performing work under this Agreement must abide by applicable law and rules of professional conduct for the jurisdictions in which the actuary renders actuarial services performed under this Agreement.

EXHIBIT A - PROPOSAL SUBMISSION SHEET

By the signature hereon, Respondent certifies the following:

1. All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.
2. Respondent accepts the terms and scope of work described in the RFP, noting exceptions on this form.
3. Between the date that this RFP was issued and the date of full execution of the contract, Respondent has not made and will not make contact about this RFP with a DFPF Trustee or employee, City of Dallas Council Member or employee other than the Authorized Contact Person for the Solicitation or their designees.
4. Respondent is not listed on the federal government's terrorism watch list.
5. This proposal and its terms will be honored and valid through the date of full execution of the contract.
6. This proposal is complete as submitted.
7. The person who signs below is authorized to represent and contractually bind the Respondent.

RESPONDENT (COMPANY): _____

AUTHORIZED SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

List any exceptions to the terms or scope of work: _____

EXHIBIT B - CONFLICT OF INTEREST QUESTIONNAIRE

Texas law requires a person who contracts or seeks to contract with a local governmental entity to file a questionnaire disclosing the person's affiliation and business relationship with each member of the governing body and local government officers of the entity. You should review the rules regarding this disclosure. Then your organization will need to determine if you should complete and include Exhibit B with your proposal. You can find a listing of DPFP Trustees and staff on our website at www.DPFP.org. DPFP will not be able to give you an opinion as to whether you should submit Exhibit B. The two page Form CIQ follows.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

