



**The City of York
Pennsylvania**

REQUEST FOR PROPOSAL (RFP)

RFP 2024-001

**CITY OF YORK PENSION PLANS INVESTMENT
MANAGEMENT, CUSTODY, RETIREE PAYMENT
SERVICES**

Issued: April 3, 2024

Responses Due By: April 22, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/yorkcity>

City of York
REQUEST FOR PROPOSAL
CITY OF YORK PENSION PLANS INVESTMENT MANAGEMENT,
CUSTODY, RETIREE PAYMENT SERVICES

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A - [A] Investment_Policy_May_2008

B - VANGUARD 2023 CONSOLIDATED PERFORMANCE SUMMARY & YEAR IN REVIEW

C -
ACTUAL_VALUATION_COVER_LETTER_FOR_POLICE_PENSION_FUND_ACTUARIAL_VALUATION

D -
ACTUARIAL_VALUATION_CITY_POF_YORK_POLICE_PENSION_FUND_AS_OF_JANUARY_01,

E -
ACTUARIAL_VALUATION_COVER_LETTER_FOR_PAID_FIREFIGHTERS_ACTUAL_EVALUATION_REPORT

F -
ACTUARIAL_VALUATION_CITY_OF_YORK_PAID_FIREFIGHTERS_PENSION_PLAN_AS_OF_JANUARY_01,

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ACTUARIAL_VALUATION_COVER_LETTER_OFFICERS_&EMPLOYEES_PENSION_FUND

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ACTUARIAL_VALUATION_CITY_OF_YORK_OFFICERS_&_EMPLOYEES_PENSION
_FUND_AS_OF_JANUARY_01,_2021

1. INTRODUCTION

1.1. Summary

The Pension Committee of the City of York is soliciting proposals from interested firms for the provision of pension fund investment management advisory services for the Police, Officers and Employees, and Fire Defined Benefit Plans. The questions contained in this RFP will apply to all firms interested in responding with the intent of providing investment management advisory services, asset custody, performance reporting and administrative functions such as the monthly disbursement of payments to retirees. This RFP will also frame the specifications that will be used to evaluate proposals. Please respond completely and concisely to all the information requests in the RFP in the order and format requested.

1.2. Background

The City maintains three pension funds: Police, Officers and Employees, and Fire Defined Benefit Plans to provide retirement benefits for employees. The Police plan is governed by ACT 600 and the Officers and Employees plan was established by ordinance, as was the Fire plan.

As of 12/31/2023 the Police defined benefit pension fund has assets of \$78,623,725, the Officers and Employees defined benefit pension fund has assets of \$36,293.151 and the Fire plan, \$32,138,756 for a combined total of \$147,055,631.

The City of York Police Pension Plan is a single-employer defined benefit pension plan covering the full-time police officers. As of the 1/1/2021 actuarial valuation, the membership consisted of:

86 active members, 10 Deferred Retirement Option Plan (DROP) participants, 5 vested former and 118 retired officers receiving benefits.

The City of York Officer and Employees Retirement Fund as of 1/1/2021 has 155 active participants, 27 vested former participants and 140 retired participants receiving benefits.

The City of York Fireman's pension fund has 52 active participants, 5 DROP members and 89 retired participants receiving benefits.

The plan is currently managed by Vanguard in their "OCIO" approach. The City is doing an RFP because of the Mercer buyout of VIAS and the fact that they are no longer providing services to municipal clients. When a new consultant/investment advisor is chosen, the plan will require a new custodial arrangement, as well as the ability to pay pension recipients monthly and provide year end 1099R statements. The Police and Fire plans both have DROP participants that will need to be accounted for, as well. The new provider must be familiar with how DROP plan works for both of these pensions.

The City is looking for an investment firm that can control risk for the plans yet provide a positive, long-term investment return.

1.3. Contact Information

Project Contact:
Chris Englebert

RFP Referee

1275 Glenlivet Drive, Suite 335

Allentown, PA 18106

Email: chris@englebertfa.comPhone: [\(484\) 350-3301](tel:(484)350-3301)**Procurement Contact:****Daneen Collier**

Senior Accountant

101 S George St

York, PA 17401

Email: dcollier@yorkcity.orgPhone: [\(717\) 852-8033](tel:(717)852-8033)**Department:**

Business Administration - Human Resources

Department Head:

Kim Roberson

Director

1.4. Timeline

RFP ISSUE DATE	April 3, 2024
QUESTIONS RE RFP DUE	April 10, 2024, 4:00pm
RESPONSES TO QUESTIONS POSTED	April 17, 2024, 4:00pm
PROPOSALS DUE	April 22, 2024, 4:00pm https://procurement.opengov.com/portal/yorkcity

<p>Bid Opening - RFP 2024-001 CITY OF YORK PENSION PLANS INVESTMENT MANAGEMENT, CUSTODY, RETIREE PAYMENT SERVICES</p>	<p>April 22, 2024, 4:00pm Microsoft Teams https://teams.microsoft.com/join/19%3ameeting_N2ZiNTc5YmltY2RjNy00NjcyLWJhMWQtYTZiNDk1YTZiMjE0%40thread.v2/0?context=%7b%22Tid%22%3a%22f0cb4e34-9634-41a9-b9ef-864b926a6fa3%22%2c%22Oid%22%3a%223a48c024-5317-4390-8511-fea30ab138b3%22%7d</p> <p>Meeting ID: 274 241 162 063 Passcode: 7ZgFHq</p>
<p>PENSION COMMITTEE INTERVIEWS (Mandatory)</p>	<p>May 13, 2024 through May 17, 2024 - TBD TBD</p>

2. PUBLIC NOTICE

The City of York, Pennsylvania (the “City” or “York”), with this Request for Proposals (“RFP”), invites proposals (“Proposals”) from qualified vendors (“Vendor(s)” or “Dealer”) for the City of York Pension Committee. The City will entertain Proposals for the purchase of: Proposals for Professional Services for the Defined Benefit Pension Fund Investment Management Advisory Services. The RFP can be found on the City’s e-procurement Portal (“Portal”) at <https://procurement.opengov.com/portal/yorkcity>. Electronic proposals are due via the Portal no later than 4:00 p. m. EDT on Monday, April 22, 2024.

3. PROPOSALS

Proposals shall include a Service Proposal, Cost Proposal, and a Sample Contract submitted in electronic form via the City’s [e-Procurement Portal](#) (“Portal”). Lengthy additions, such as registration or regulatory information may be submitted in electronic form.

Each Contractor, by submitting their proposal, agrees that they have read and understand the parameters set forth in this RFP and the Project documents and is willing and capable of substantially completing the work within the specified time frame.

The proposal and all supporting documentation shall become the property of the City of York and shall constitute public records. If a Contractor considers any portion of its proposal to constitute confidential, proprietary information, the Contractor must clearly mark such portion(s) as confidential, and separate it from the rest of the proposal in such a manner that the City can withhold from any production of the proposal in accordance with applicable law. We appreciate your interest in this Project.

Final submitted proposals shall be submitted electronically via the Portal. Proposals submitted in any other format shall not be accepted.

Proposals need not follow the outlined format but should address all information requested. Additional information may be submitted. Responses and questions shall be submitted via the Question and Answer Tab in the Portal.

The City reserves its right to amend the RFP requirements and Timetable, to waive non conformities, and to reject Proposals. Responders are responsible for expenses incurred.

4. SELECTION AND AWARD OF CONTRACT

- A. Proposals will be evaluated based on information requested and submitted, references, reasonable due diligence investigation, and the following:
- B. To comply with City Ordinances and meet the goals of City Ordinance Article 136 4 Small and Disadvantaged Business Enterprise Program, which is designed to encourage and support Local and Small business enterprises, Proposals may be awarded preferences as follows (Article 136.04(b)):
 1. Eight points of a possible 100, eight percent (8%), for Local business enterprises;
 2. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones;
 3. Four points of a possible 100, four percent (4%), for a Small business enterprise;
 4. However, in no event shall any bidder receive greater than twelve points of a possible 100, twelve percent (12%), preference.
Local business enterprises and Small businesses enterprise are defined in Article 136.02(d) and (e), and are generally defined as follows: a Local Business Enterprise has its principal office in the City of York, or is majority-owned by and has a majority of employees of City residents (Article 136.02(d)), and a Small business enterprise generally has its principal office and/or a significant percentage of its assets, employees, owners, or sales revenues in the City of York metropolitan area (Article 136.02(e)).

- C. The City of York encourages participation by Small Diverse Businesses as prime contractors and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses as subcontractors and suppliers.

A Small Diverse Businesses are certified minority-owned, woman-owned, veteran-owned, or service-disabled veteran-owned businesses.

A Small Business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services, and \$25 million in gross annual revenues for information technology sales or service.

REFERENCE: yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf

5. EVALUATION PHASES

5.1. Required Forms

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Company submitted all required documentation and meets all minimum requirements set forth in the RFP.</p> <p>Failure to submit and/or confirm the following information will result in automatic disqualification.</p> <ul style="list-style-type: none"> A. FIRM INFORMATION B. PROPOSED DRAFT AGREEMENT(S) C. AMERICANS WITH DISABILITIES ACT COMPLIANCE STATEMENT D. GOOD STANDING E. PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF YORK F. PUBLIC RECORDS G. NON-DISCRIMINATION STATEMENT H. NON-COLLUSION DECLARATION I. SIGNATURE OF AUTHORIZED REPRESENTATIVE J. SMALL BUSINESS ENTERPRISE PARTICIPATION (if applicable) K. CERTIFICATE OF NON-SEGREGATED FACILITIES L. BUSINESS RELATIONSHIP DECLARATION PART 1 M. BUSINESS RELATIONSHIP DECLARATION PART 2 N. BUSINESS RELATIONSHIP DECLARATION PART 3 	Pass / Fail	100 (100% of Total)
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5.2. Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Experience of the Service Team A. Experience of Service Team <ul style="list-style-type: none"> ○ 40 + years = 4 ○ 20-39 years = 2 ○ > 20 years = 1 	Points Based	4 <i>(4% of Total)</i>
2.	Qualifications A. How long has the firm been in business? <ul style="list-style-type: none"> ○ 40 + years = 4 ○ 20-39 years = 2 ○ > 20 years = 1 	Points Based	4 <i>(4% of Total)</i>
3.	References Provided at least three (3) governmental/municipal references of comparable size & scope	Points Based	2 <i>(2% of Total)</i>
4.	Cost of Services <ul style="list-style-type: none"> ● Lowest cost = 12 ● Below Average Cost = 9 ● Above Average Cost = 6 ● Highest Cost = 3 	Points Based	12 <i>(12% of Total)</i>
5.	Annual Escalator Structure <ul style="list-style-type: none"> ● Lowest percentage = 8 ● Below Average percentage = 6 ● Above Average percentage = 4 ● Highest Percentage = 2 	Points Based	8 <i>(8% of Total)</i>
6.	Service Agreement <ul style="list-style-type: none"> ● Provided Sample Agreement = 4 ● Does not provide Sample Agreement = 2 	Points Based	4 <i>(4% of Total)</i>

7.	Scope of Services/Work	Points Based	54 <i>(54% of Total)</i>
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<p>8.</p>	<p>Article 136 of York City Codified Ordinances</p> <p>To comply with City Ordinances and meet the goals of City Ordinance Article 136 Small and Disadvantaged Business Enterprise Program¹, which is designed to encourage and support Local and Small business enterprises, Proposals may be awarded preferences as follows (Article 136.04(b)):</p> <ul style="list-style-type: none"> A. Eight points of a possible 100, eight percent (8%), for Local business enterprises; B. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones; C. Four points of a possible 100, four percent (4%), for a Small business enterprise; D. However, in no event shall any bidder receive greater than twelve (12) points of a possible 100, twelve percent (12%), preference. <p>Local business enterprises and Small businesses enterprise are defined in Article 136.02(d) and €, and are generally defined as follows: a Local Business Enterprise has its principal office in the City of York, or is majority-owned by and has a majority of employees of City residents (Article 136.02(d)), and a Small business enterprise generally has its principal office and/or a significant percentage of its assets, employees, owners, or sales revenues in the City of York metropolitan area (Article 136.02). The City of York encourages participation by Small Diverse Businesses, as prime contractors and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses as subcontractors and suppliers. A Small Diverse Businesses are certified minority-owned, woman-owned, veteran-owned, or service-disabled veteran-owned businesses. A Small Business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time</p>	<p>Points Based</p>	<p>12 <i>(12% of Total)</i></p>
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	<p>equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services, and \$20 million in gross annual revenues for sales and services, and \$25 million in gross annual revenues for information technology sales or service.</p> <p>http://www.yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf</p>		
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6. SCOPE OF WORK

6.1. INTRODUCTION

Pension Committee of the City of York is soliciting proposals from interested firms for the provision of pension fund investment management advisory services for the Police, Officers and Employees, and Fire Defined Benefit Plans. The questions contained in this RFP will apply to all firms interested in responding with the intent of providing investment management advisory services, asset custody, performance reporting and administrative functions such as the monthly disbursement of payments to retirees. This RFP will also frame the specifications that will be used to evaluate proposals. Please respond completely and concisely to all the information requests in the RFP in the order and format requested.

Proposals must be received no later than 4:00 PM on April 22nd, 2024. One (1) electronic copy of each proposal is to be submitted. No hard copies will be accepted. The proposal must be delivered via the City's e-Procurement Portal at <https://procurement.opengov.com/portal/yorkcity>. The document submitted must include ALL the attachments in one PDF.

The City has retained the services of RFP consultant Christopher Englebert, chris@englebertfa.com. Mr. Englebert will answer any and all questions pertaining to the RFP. The questions will be posted on the City's procurement portal as well as the answers to the questions so that all RFP respondents can get the benefit of the questions asked and the response.

No proposal will be accepted after the above stated date and time. All proposals become the property of the City of York. All costs incurred by the respondents in the preparation and submission of a proposal shall be the sole responsibility of the respondent.

The City may select a proposal other than the lowest cost provider.

The City reserves the right to cancel this RFP at any time and to reject any and all proposals submitted in response to this RFP, if the City determines such action or actions to be in the best interest of the membership of the pension plans as permitted by law. The

City also reserves the right to request clarification of any submission, modify or alter the scope of services and solicit new submissions, reject any or all submissions, and waive immaterial irregularities as permitted by law.

Nothing contained in this RFP will be deemed to (i) create any right (whether property or other) in any party to have a contract awarded or (ii) create or require any standard for award other than what the City deems to be in its best interest. The award of a contract will be made at the discretion of the City and may be made on factors other than cost and on factors that may not appear in this RFP. No contract will be created until a contract is approved by the City, approved by the Solicitor, and is executed by the appropriate City official.

Notwithstanding anything to the contrary contained herein, no respondent, whether successful or not, will acquire any legally binding rights against any party including the City unless and until the respondent and the City formally execute an agreement that is satisfactory to the City, in its discretion. The submission of a bid, including the execution of the agreement that is part of this package, will not guarantee a contract award, nor will it guarantee that the City will not request modifications or deletion of terms before entering into the contract. The City reserves the right to reject any or all proposals, and the right at its discretion to accept the proposal the City deems to be most favorable to its interests.

6.2. OVERVIEW OF RFP EVALUATION PROCESS

- A. The City will receive proposals, disclosures and additional materials from applicants through April 22nd, 2024, at 4:00pm.
- B. The City will conduct a pre-screening to ensure all materials have been submitted.
- C. An initial screening will then be conducted to determine whether applicants meet the minimum eligibility requirements as outlined by the City. Respondents may be disqualified and prevented from continuing in the RFP process if they fail to meet the technical requirements of the RFP.
- D. Applications will be reviewed by the RFP consultant. The evaluation will center upon the applicant's qualifications, experience, expertise, and fee schedule, among other considerations. The evaluation process shall include, but not be limited to, consideration of:
 1. The applicant's qualifications, experience and expertise related to Pennsylvania municipal pension plans and approach to managing investment risk.
 2. The quoted fee(s) associated with the desired service(s) sought.

3. The applicant's availability to attend meetings for the City and to provide investment guidance.
4. The ultimate confidence of the City of the applicant's ability to meet the City's goals and address the City's concerns.
5. Once it is determined that the RFP's respondents meet the qualifications, they will be interviewed via telephone or Zoom by the RFP consultant.
6. A final group of respondents will be determined and required to make an in-person finals presentation at a specified date and time.

6.3. COMMUNICATION RESTRICTION

Except as specifically authorized in this RFP, effective as of the RFP opening date above and prior to the time of a decision by the City and subsequent closing of this RFP process, there shall be no communication of any type regarding this RFP, any aspect of a response to this RFP, or the awarding of a contract related in any way to this RFP between a prospective applicant and any:

1. Elected Official of the City of York
2. Employee of the City of York
3. Any individual in a position to influence the decision with respect to the RF

Applicants may not permit or cause any employee or a third party to directly or indirectly violate these communications restrictions. Any communication by any applicant or third party on behalf of an applicant that violates the terms of this communications restriction is grounds for immediate disqualification of that applicant.

6.4. MINIMUM REQUIREMENTS

Applicants that respond to this RFP must be able to meet or exceed the following minimum criteria to be considered for the award of the professional services contract. Applicants will be required to document that they meet or exceed the minimum criteria stated below.

- A. The Applicant must be registered under the Investment Advisors Act of 1940; (Exceptions to this can be a bank investment management arm). Please include your latest ADV 2a and 2b.
- B. The Applicant must act and represent itself as a fiduciary with respect to the City and the pension plan, and the Applicant/Firm will not delegate such fiduciary responsibility to any other entity.
- C. The Applicant firm must maintain an errors and omissions insurance policy and/or fiduciary liability insurance policy for coverage of negligent acts or

omissions and/or breaches of fiduciary obligations and duties. During the entire period of the agreement, the selected firm shall maintain professional liability insurance and provide the City with a certificate of insurance.

- D. The Applicant's designated team must have a minimum of ten (10) years of experience providing similar pension services to Pennsylvania municipal government entities as desired under this RFP;
- E. The Applicant firm must have the ability to provide a clearly functional services platform that addresses all desired services in this RFP - directly or in partnership with a subcontractor;
- F. Full disclosure: Applicants shall disclose all fees, direct and indirect, associated with any aspect of the services proposed. This includes all fees paid to and received by all subcontractors and advisors to the contractor including all mutual fund costs such as expense ratios, if applicable. Failure to do so will result in immediate disqualification from the RFP process.

6.5. OTHER REQUIREMENTS

- A. No proprietary investments. (If a money management firm submits an RFP this is not applicable).
- B. No insurance products such as annuities, group annuities, insurance contracts or similar obligations.
- C. No money market or certificate of deposit accounts as a primary source of investments.

6.6. SERVICES REQUIRED

All Applicants that respond to the RFP should be able to provide, or facilitate through a subcontractor, a complete package of defined benefit pension services that will include the items listed below. Any services that will be provided by a subcontractor should be noted, and any additional fees that will be charged by the subcontractor must be disclosed.

- A. Comprehensive investment services including; investment management, advisory services and strategy;
- B. A comprehensive menu of pension administrative services.
- C. All banking and custodial services commensurate with maintaining a municipal pension plan;
- D. Periodic reporting on pension plan performance, including attending meetings with the City to present the performance.

- E. Administrative services that include document services, accounting and asset allocations, monthly transactions and periodic account statements;
- F. Retiree payments and tax related accounting functions including preparation and distribution of 1099R forms;
- G. Additional administrative or advisory services, relevant to a Pennsylvania municipal defined benefit pension plan.

All associated charges for these services must be illustrated in the completed fee schedule in Section VII-G.

6.7. PROPOSAL QUESTIONS

ORGANIZATION AND BACKGROUND

- A. Briefly describe the organization, the year it was founded, location of its headquarters and office that would handle the City as a client (if separate from headquarters), its ownership structure, and any affiliations with other companies.
- B. How long has the firm performed investment management advisory services for defined benefit pension funds?
- C. Disclose all potential conflicts of interest the firm has in serving in an investment advisor relationship. In particular, the firm should indicate its compliance with the Act 44 conflict of interest standard. Attached to this RFP is an Act 44 - Professional Services Contract - Required Disclosure, which will need to be completed and submitted with the firm's proposal.
- D. Provide documentation that the firm is listed as a Registered Investment Advisor with the U. S. Securities and Exchange Commission (SEC). This would be accomplished by providing your firm's ADV. Have there been any SEC investigations of your firm that resulted in admonishment or other penalties?
- E. Within the last five years, has your organization or an officer or principal been involved in any business litigation or other legal proceedings, including arbitrations, relating to your consulting activities? If so, provide an explanation and indicate the current status or disposition.
- F. What forms of insurance does the firm have against errors & omissions and/or fiduciary liability? The firm shall furnish the City with a copy of a certificate of insurance as evidence that this type of coverage is in place.

STAFFING

List the personnel (the team) you propose to assign to this relationship and their responsibilities. Provide brief biographical information on everyone, including their

positions in the company, education, designations/training, years and type of experience in investment management, major clients and experience. Please highlight experience working with defined benefit municipal pension plans.

CLIENTS / REFERENCES

- A. Provide a list of current municipal government investment advisory clients.
- B. Attach a list of three municipal investment advisory client references.
- C. Indicate the municipality, address, contact name, telephone number and email address. In addition, indicate the number of years your firm has been providing investment advisory services. These references will be contacted. In order to be considered as a finalist, references must be provided.

PROCESS

- 1. What is the firm's process for setting investment strategies for the defined benefit plan?
- 2. Describe the process for setting overall asset allocation of the defined benefit plan.
- 3. How is the defined benefit plan managed? What type of investment vehicles does your firm use (individual securities, mutual funds, ETFs, CITs, separately managed accounts)? Please list all that apply.
- 4. Please describe how you make changes to the defined benefit plan's investment strategy depending upon investment market conditions. The City may consider using an investment strategy that controls risk in the fund by shifting amongst various asset classes depending upon market conditions. The City may also be open to having a portion of the funds' assets invested in "alternative" investments. If that is a part of your firm's strategy, please clearly articulate the risks and returns associated with using that strategy for a plan this size.
- 5. Please explain in detail your due diligence process for selecting mutual funds, ETF's or SMA managers. What is the process to make the selection and how are the managers monitored? What criteria determines when a manager is placed on watch? Once a manager is placed under review, what is the process for retaining or terminating the manager?

PERFORMANCE MEASUREMENTS/ONGOING REVIEW

- A. Explain the methodology and data sources used to compute investment manager rates of return and portfolio rates of return. How are fees incorporated into the returns?

- B. Do you reconcile your calculated performance with investment managers and custodians? Describe the process.
- C. What performance benchmarking do you provide on a fund and portfolio level? Describe how benchmarks are chosen or developed.
- D. What steps are used to monitor risk, style integrity, manager guideline compliance, account restrictions, etc. of the investments?
- E. How many business days after the end of a reporting period are the performance reports available? Can the reports be customized?
- F. Provide a sample quarterly client performance report.
- G. What do you believe sets your performance measurement services apart from the competition?
- H. Provide the investment results, net of fees, for a plan similar to the City's. We are requesting calendar year returns. For example, 2023 investment returns, 2022 investment returns, 2021 investment returns, etc. for six years, with those same returns broken down quarterly. We are also requesting quarterly returns as of 12/31/2023. For example, the performance return for Q1 2023, Q2 2023, Q3 2023, Q4 2023. This should be done for six years corresponding to the performance provided. These returns should be net of all fees and will be used to do in-depth risk analysis.
- I. Note the returns that you are providing can be from a model used by a plan similar to the City of York's. However, these returns must be able to be verified. We would suggest using a plan whose size is similar to the City of York's so that if necessary, the returns can be verified. The City of York understands that a plan similar in size may have different long-term investment objectives.
- J. In addition, please list your firm's top 10 holdings. These can be in the form of mutual fund positions, ETF positions and/or SMA (separately managed account managers).

ADMINISTRATION

- A. Who will have primary responsibility for servicing our account?
- B. Explain how the firm will provide administrative support for the account. What responsibility will the City have when it comes to authorizing recommendations, transactions, rebalancing, etc.?

- C. Describe your firm's approach to benefit payment administration. Is this included in your services? Does your firm provide this service or is it outsourced to a third party?
- D. Please describe the procedure the City would follow to establish new payments or modify existing payments.

6.8. TRANSITION

- A. Please describe the transition process for investment advisory, custodial, and benefit payment administration.
- B. What responsibilities will the City have?
- C. Are there any one-time costs associated with the transition? When would your firm begin charging advisory fees?
- D. Provide a timeline of the steps and length of time from when the contract is awarded until the time when assets transfer, and benefit payments can be issued.

What do you believe sets the firm's services apart from the competition, and what unique value-added services could your firm provide?

6.9. SUMMARY

What do you believe sets the firm's services apart from the competition, and what unique value-added services could your firm provide?

7. **CITY OF YORK STANDARD TERMS AND CONDITIONS**

This Addendum is incorporated in and made a part of any contract executed between the Company and the City of York ("City").

7.1. Nondiscrimination/Sexual Harassment Obligations.

During the term of this contract, the Company, to the extent required as a condition of the contract, agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required in accordance with the terms of the contract or any subcontract, the Company or any person acting on its behalf, shall not by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- B. Neither the Company, nor any subcontractor, nor any person acting on its behalf, shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required in accordance with the terms of, or in the provision of services under, the contract on account of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws.
- C. The Company, or any person acting on its behalf, shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- D. The Company shall not discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any Company or subcontractor who is/are qualified to perform the work to which the contract relates.
- E. Neither the Company, nor any subcontractor, nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement, and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
- F. The Company represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. If applicable, the Company further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity

Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees.

- G. The Company, or any person acting on its behalf, shall furnish all necessary employment documents and records, and permit access to its books, records and accounts, upon request by the City for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Company, or any person acting on its behalf, does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms as directed by the City.
- H. The Company shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in subcontract(s) so that such provisions applicable to subcontractors will be binding upon subcontractor(s), or any person acting on its behalf in performing work.
- I. The contract may be cancelled or terminated by the City, and all money due or to become due in accordance with the terms of the contract may be forfeited, for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, if applicable, the Company may be subject debarment or suspension by the City.
- J. The Company’s obligations pursuant to these provisions are ongoing from the effective date of the contract through the termination date thereof. The Company shall have an obligation to inform the City if, at any time during the term of the contract, it becomes aware of any actions or occurrence that would result in the violation of these provisions.

7.2. Americans with Disabilities Act Compliance.

During the term of this contract, the Company agrees as follows:

- A. *Hiring & Access.* Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Company understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing the contract, the Company agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act, which may be applicable.

- B. *City Held Harmless*. The Company shall be responsible for and agrees to indemnify and hold harmless the City from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City as a result of the Company's failure to comply with the provisions of the paragraph (a) above.

7.3. Compliance with Record Keeping and Audit Requirements.

During the term of this contract, the Company, to the extent necessary to comply with the requirements of the contract, agrees as follows:

- A. Company will maintain documents, correspondence, and other data, including any written reports, studies, drawings, or other graphic, electronic, chemical, or mechanical representations, and items of any similar nature which are required to be delivered under this contract, along with any other evidence pertaining to the costs and expenses of this contract (collectively, “**the records**”), to the extent and in such detail as will properly reflect all costs of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature to which this contract relates. The books and records required under this provision shall be maintained in accordance with generally accepted accounting principles.
- B. Company will retain such records and make them available for a period ending the later of (i) one year after final payment of any monies under this contract is made, or (ii) one year after the effective date of any termination of this contract.
- C. The City, or any of its duly-authorized representatives, shall have access at all times during the term hereof and the period set forth in paragraph (B) above to the records of Company or any of its assigns, or agents pertaining to work performed under this contract for the purpose of reviewing and making audits of financial transactions, determining compliance with the contract terms and requirements, and evaluating contract performance. When City representatives have access to such records, they shall be authorized to examine such records and to make excerpts, copies, and transcripts of such records.

7.4. Steel Products Procurement Act.

In the performance of any construction contract (“**Construction Contract(s)**”) awarded, the Company, subcontractors, material persons, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery,

except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97 424 (96 Stat. 2136).

- A. *Invoices, bills of lading & mill certification.* When unidentified steel products are supplied under Construction Contract(s) or subcontracts, before any payment will be made, the Company must provide documentation to the City including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the Company must submit certification to satisfy this provision. The City shall not provide for or make any payments to any entity that has not complied with the Steel Products Procurement Act (“**SPPA**”). Any such payment made to any entity by the City which should not have been made as a result of the SPPA shall be recoverable directly from the Company, subcontractor, manufacturer, or supplier who did not comply with the SPPA.
- B. *Violations of SPPA.* In addition to the withholding of payments, any entity that willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.
- C. *Applicability to Subcontract & Supply Contract.* The Company shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

7.5. Trade Practices Act.

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Company cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

- A. *Argentina.* Carbon steel wire rod and cold rolled carbon steel sheet.

- B. *Brazil*. Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot rolled stainless steel bar; stainless steel wire rod and cold formed stainless steel bar; pre-stressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot rolled carbon steel sheet; and cold rolled carbon steel sheet.
- C. *South Korea*. Welded carbon steel pipes and tubes; hot rolled carbon steel plate; hot rolled carbon steel sheet; and galvanized steel sheet.
- D. *Spain*. Certain stainless steel products, including stainless steel wire rod, hot rolled stainless steel bars; and cold formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot rolled steel plate, cold rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot rolled carbon steel bars, and cold formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Company of responsibility to comply with those provisions of the contract which prohibit the use of foreign made steel and cast iron products.

7.6. Public Works Contractor's Bond Law of 1967.

Prior to the award of any Construction Contract(s), the Company must furnish the City the following bonds from the construction Company ("**Company**") which shall become binding upon the award of the Construction Contract to the Company.

- A. *Performance Bond*. A performance bond at 100 percent of the Construction Contract(s) amount, conditioned upon the faithful performance of the Construction Contract(s) in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the Construction Contract(s).
- B. *Protection of claimants supplying labor or materials*. A payment bond at 100 percent of the Construction Contract(s) amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Company, or to any of its subcontractors, in the prosecution of the work provided for in such Construction Contract(s), and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable

rentals of equipment, but only for periods when the equipment rented is actually used at the site.

7.7. Pennsylvania Prevailing Wage Act.

Any Construction Contract(s) is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165 I et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this Contract during the term hereof for the locality in which the work is to be performed.

7.8. Fidelity Bond. (a)

- A. *Evidence.* The Company shall procure and furnish evidence to the City of a fidelity bond with coverage to be maintained under the administrative title of the position in amounts to be determined by the City.
- B. *Larger Coverage.* No person shall be bonded under more than one position. An employee who performs more than one function requiring bonding shall be bonded under the position requiring the larger coverage.

7.9. Insurance And Indemnification. (a)

- A. *Workers Compensation.* The Company shall perform the activities under the contract as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by the contract.
- B. *Liability Insurance.* Without limiting the foregoing obligations, Company will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the City from claims of bodily injury and of property damage arising out of any services or activities performed by the Company or its employees, agents, officers, assigns, or subcontractors under the contract, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result from the performance of the contract.

- C. *City as an Additional Insured.* Upon request, the City shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the City or its agents or employees. By signing the contract, the Company certifies that the project has the insurance coverage required by this section; that such coverage will be in effect for the duration of this contract; and that the policies will not be canceled or changed unless at least 30 days prior notice has been given to City. The Company shall furnish proof of insurance as required by this section to the City.
- D. *Hold Harmless.* The Company and any subcontractor shall hold the City harmless from, and indemnify the City against, any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the Company, its employees, agents, assigns, officers, or subcontractors under the contract, and shall defend any and all actions brought against the City based upon any such claims or demands.

7.10. Patent, Copyright, and Trademark Indemnity.

The Company warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the City under the contract. The Company shall defend any suit or proceeding brought against the City on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the City shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the City may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the City at the Company's written request, it shall be at the Company's expense, but the responsibility for such expense shall be only that within the Company's written authorization. The Company shall indemnify and hold the City harmless from all damages, costs, and expenses, including attorney's fees that the Company or the City may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Company in such suit or proceeding are held to constitute infringement and the City's use thereof pursuant to this paragraph is enjoined, the Company shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the

Company is unable to do any of the preceding, the Company agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the City, only those items of equipment or software which are held to be infringing, and to pay the City: 1) any amounts paid by the City towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the City for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Company under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Company without its written consent.

7.11. Ownership Rights.

The City shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the City as part of the performance of the Contract.

7.12. Inspection and Rejection.

No items(s) received by the City shall be deemed accepted until the City has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Company to remove rejected item(s) from the premises without expense to the City within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the City shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the City's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Company shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Company fails, neglects or refuses to do so, the City shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Company, the difference between the price stated in the Contract and the cost thereof to the City

7.13. Default.

The City may, subject to the provisions of Paragraph 14, Force Majeure, and in addition to its other rights under the Contract, declare the Company in default by written notice thereof to the Company, and terminate (as provided in Paragraph 15, Termination Provisions) the whole or any part of this Contract for any of the following reasons:

- A. Failure to begin work within the time specified in the Contract or as otherwise specified;

- B. Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- C. Unsatisfactory performance of the work;
- D. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- E. Discontinuance of work without approval;
- F. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- G. Insolvency or bankruptcy;
- H. Assignment made for the benefit of creditors;
- I. Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- J. Failure to protect, to repair, or to make good any damage or injury to property;
- K. Breach of any provision of this Contract;
- L. Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- M. Improper delivery;
- N. Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- O. Delivery of a defective item.

In the event that the City terminates this Contract in whole or in part, the City may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Company shall be liable to the City for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

If the Contract is terminated, the City, in addition to any other rights provided in this paragraph, may require the Company to transfer title and deliver immediately to the City in the manner and to the extent directed by the City, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Company has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for

completed work accepted by the City shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the City shall be in an amount agreed upon by the Company and Contracting Officer. The City may withhold from amounts otherwise due the Company for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the City against loss.

The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. The City's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the City of its rights and remedies in regard to the event of default or any succeeding event of default.

7.14. Force Majeure.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Company shall notify the City orally within five (5) days and in writing within ten (10) days of the date on which the Company becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Company shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the City may reasonably request. After receipt of such notification, the City may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Company's delay. In the event of a declared emergency by competent governmental authorities, the City by notice to the Company, may suspend all or a portion of the Contract.

7.15. Termination Provisions.

The City has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Company.

- A. *Termination for Convenience:* The City shall have the right to terminate the Contract for its convenience if the City determines termination to be in its best interest. The Company shall be paid for work satisfactorily completed prior to the

effective date of the termination, but in no event shall the Company be entitled to recover loss of profits.

- B. *Non-Appropriation*: The City's obligation to make payments during any City fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate the contract. The Company shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for many appropriations available for that purpose.
- C. *Termination for Cause*: The City shall have the right to terminate the Contract for Company default under Paragraph 13, Default, upon written notice to the Company. The City shall also have the right, upon written notice to the Company, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the City erred in terminating the Contract for cause, then, at the City's discretion, the Contract shall be deemed to have been terminated for convenience under this Section.

7.16. Contract Controversies.

In the event of a controversy or claim arising from the Contract, the Company must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The Contracting Officer shall send his/her written determination to the Company. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Company files a claim with the City's Counsel. Pending a final judicial resolution of a controversy or claim, the Company shall proceed diligently with the performance of the Contract in a manner consistent with the interpretation of the Contracting Officer and the City shall compensate the Company pursuant to the terms of the Contract.

7.17. Assignment and Subcontracting.

- A. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- B. The Company shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent maybe withheld at the sole and absolute discretion of the Contracting Officer.

- C. The Company may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- D. Notwithstanding the foregoing, the Company may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Company provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- E. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Company provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- F. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Company and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- G. A change of name by the Company, following which the Company’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Company shall give the Contracting Officer written notice of any such change of name.

7.18. Right-To-Know Law.

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“**RTKL**”) may apply to this contract.

- A. If the City needs the Company’s assistance in any matter arising out of the RTKL related to this contract, it shall notify the Company using the legal contact information provided in this contract. The Company, at any time, may designate a different contact for such purpose upon reasonable prior notice to the City.
- B. Upon written notification from the City that it requires the Company’s assistance in responding to a request under the RTKL for information related to this contract that may be in the Company’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“**Requested Information**”), the Company shall: (1) provide the City, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the

Company's possession arising out of this contract that the City reasonably believes is Requested Information and may be a public record under the RTKL; and (2) provide such other assistance as the City may reasonably request, in order to comply with the RTKL with respect to this contract.

- C. If the Company considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Company considers exempt from production under the RTKL, the Company must notify the City and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Company explaining why the requested material is exempt from public disclosure under the RTKL.
- D. The City will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the City determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the City determine that the Requested Information is clearly not exempt from disclosure, the Company shall provide the Requested Information within five (5) business days of receipt of written notification of the City's determination.
- E. If the Company fails to provide the Requested Information within the time period required by these provisions, the Company shall indemnify and hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Company's failure, including any statutory damages assessed against the City.
- F. The City will reimburse the Company for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- G. If the Company files a legal challenge to any City decision to release a record to the public with the Office of Open Records or in any Pennsylvania court, the Company shall indemnify the City for any legal expenses incurred by the City as a result of such a challenge and shall hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Company's failure, including any statutory damages assessed against the City, regardless of the outcome of such legal challenge. As between the parties, the Company agrees to waive all rights or remedies that may be available to it as a result of the City's disclosure of Requested Information pursuant to the RTKL.

H. The Company's duties relating to the RTKL are continuing duties that survive the expiration of this contract and shall continue as long as the Company has Requested Information in its possession.

7.19. Compliance with Specification – Terms and Conditions.

The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offerer's proposal and by reference are made a part of the Contract.

7.20. Signed Proposal Considered an Offer.

The signed proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the City. In case of a default on the part of the respondent after such acceptance, the City may take such action as it deems appropriate, including legal action for damages or lack of required performance.

7.21. Integration.

The Contract, Request for Proposals, Proposal, Purchase Order, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the City or the Company has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate City form.

7.22. Change Orders.

The City reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Company that the City is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Company agrees to provide the service in

accordance with the change order. Any dispute by the Company in regard to the performance required under any change order shall be handled through Paragraph 16, "Contract Controversies".

7.23. Notice to Proceed.

The successful respondent shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the City. If the successful respondent does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

7.24. Rejection of Proposals.

The City reserves the right to reject any or all proposals and the City is not bound to accept any proposal if that proposal is contrary to the best interest of the City of York. Similarly, the City is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

7.25. Cost to Prepare Responses.

The City assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

7.26. Compliance with Law.

The Company shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

7.27. Applicable Law.

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflicts of law provisions) and the decisions of the Pennsylvania courts. The Company consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Company agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

7.28. Modification.

To the extent the Standard Contract Terms and Conditions are attached to the City's Request for Proposal, they are advisory only and are subject to modification or deletions by the City prior to execution by the parties. The Company acknowledges that it, prior to execution, has read, understood and agrees to be bound by the terms and conditions of the final, executed Standard Contract Terms and Conditions, including any and all of the City's modifications or deletions.

8. VENDOR SUBMITTALS

8.1. FIRM INFORMATION *

A. Organizational Information

- Firm, related and affiliated entities, Firm ownership and history, including ownership changes in last 5 years, and Firm classification and regulatory bodies, if any
- Contact information and organizational function chart
- Individual completing the Response: name and contact information of Authorized Firm Representative and confirmation Representative is authorized to represent and bind the Firm and sign Agreement
- Fidelity bond and fiduciary liability insurance
- Evidence of financial strength of Firm
- Information, if any, distinguishing Firm from competitors

B. Service History and Performance

- History of Firm's offering of proposed service
- Representative client list for proposed service
- Changes in last 5 years: Describe and explain Services, Contracts, or Facilities no longer serviced in last 5 years, and percentage of type lost and gained
- Benchmarks, if any: Describe benchmarks used and how Firm tracks, monitors, and controls performance and deviation from benchmarks, if any

C. Facilities under Management

- Facilities under Management: Describe facilities, service provided, and performance history ▪ Changes in last 5 years: Describe and explain Services, Contracts, or Facilities no longer serviced in last 5 years, and percentage of type lost and gained

D. Firm Personnel

- Firm size and personnel information, e.g., number of employees, managers, client service personnel, and other relevant functions, qualifications, average years of experience, average years tenure, and other relevant information
- Describe and explain Turnover in key personnel in last 3 years

E. Management and Operating Philosophy

- Describe management and operating philosophy, process, methods, and style, including any information unique to Firm

F. Governance

- Firm's internal control and governance structure
- Potential conflicts of interest Firm, affiliates, related parties, and personnel may have or be perceived to have with this mandate and how such conflicts will be addressed
- Firm's Code of Ethics and Standards of Conduct, if any
- Process: how Firm manages, measures, monitors, and controls risk
- Succession, Crisis, Disaster Recovery and Business Continuity Plans

G. Compliance

- Proof that Firm and assigned personnel are licensed and registered to practice in Pennsylvania
- Identity, title, and biography of chief compliance officer, if any, and to whom she/he reports, and personnel responsible for risk and quality management
- Firm's registration and proof of compliant corporate standing
- Most recent regulatory inspection report and follow-ups, if any
- Compliance process including methods, frequency, and other relevant information
- Last compliance assessment report, if any
- 5-year history of orders, sanctions, formal investigations, litigation, threatened litigation and administrative proceedings involving Firm, affiliates, or principals

H. Firm Reputation

- Describe client satisfaction measurement process and information, and recent client satisfaction report, if any

I. Technology

- Technology, software, back-up, and redundancy services used by Firm

J. Third Party Relations and Fee Arrangements

- Firm's approach to and use of fee or cost sharing arrangements, including direct or indirect recapture, rebate, referral, selection, retention, discount, performance, or other fee or cost sharing arrangements with affiliated parties, vendors, suppliers, service providers, brokers, or third parties. Provide details

including information re entities, arrangements, revenue significance, conflict and disclosure policy, and impact on proposed service costs

K. References

- 3 references, preferably from representative client list, with contact information and length of relationship

L. Independence & Conflicts of Interest

M. Firm must certify that it and any person affiliated with the Firm who is or may be involved with the Proposal, contract execution, and proposed services, have no actual, potential or reasonably perceivable conflict of interest with the City of York or any of its component units, affiliates, elected officials, officers, employees, contractors or sub-contractors, and that any person so affiliated with the Firm has not had an affiliation with the City of York or been a City officer, elected or appointed City official or family member thereof, for a period of two (2) years prior to the RFP Issue Date. Exceptions should be noted. Responders may consult the City Conflict of Interest Policy

*Response required

8.2. PROPOSED DRAFT AGREEMENT(S)*

*Response required

8.3. AMERICANS WITH DISABILITIES ACT COMPLIANCE STATEMENT*

During the term of this contract, the Contractor agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination”, 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the City of York through contracts with outside contractors.
- B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the City of York from all losses, damages, expenses claims, demands, suits and actions brought by any party against the City of York as a result of the Contractor’s failure to comply with the provisions of paragraph A, above.

Please confirm

*Response required

8.4. GOOD STANDING*

Your firm must be following Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status.

Please confirm

*Response required

8.5. PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF YORK*

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of York (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Please confirm

*Response required

8.6. PUBLIC RECORDS*

Bidder acknowledges by submitting a proposal that all information may be subject to the Public Records law of Pennsylvania. Submit all questions, inquiries, or requests for clarification about the project in writing to Daneen Collier, Department of Business Administration, Finance Office, 101 South George Street, York PA 17401.

Please confirm

*Response required

8.7. NON-DISCRIMINATION STATEMENT*

During the term of this contract, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, handicap, familial status, or sex.

1. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, handicap, familial status, or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training.
 2. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Contractor.
- D. It shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further

Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

Please confirm

*Response required

8.8. NON-COLLUSION DECLARATION*

The Respondent hereby states that I am authorized to make this verification.

The Respondent hereby states that the facts set forth in the foregoing Non-Collusion Declaration, pursuant to 62 P.A.C.S. section 4507 and other applicable laws, are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

- A. *The Respondent hereby represents that they are fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response; and*
- B. *Such Response is genuine and is not a collusive or sham Response; and*
- C. *Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Response in connection with the Contract for which the attached Response has been submitted or to refrain from responding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and*
- D. *The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this Respondent; and*
- E. *Respondent hereby represents that:*

Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years; or

Such a conviction or finding of liability has occurred, and additional information is attached. Note: pursuant to 62 P.A.C.S. section 4507, stating this fact does not prohibit the City from accepting the Response or awarding the Contract to Respondent, but it may be grounds for the City to decline to award the Contract to Respondent on the basis of lack of responsibility.

*Response required

8.9. SIGNATURE OF AUTHORIZED REPRESENTATIVE*

Service Proposal signed by Authorized Firm Representative certifying information in Service and Sealed Cost Proposals is complete, accurate, and binds Firm.

Please confirm

*Response required

8.10. SMALL BUSINESS ENTERPRISE PARTICIPATION

Upload SBE certification, if applicable.

8.11. CERTIFICATE OF NON-SEGREGATED FACILITIES*

The Respondent certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Respondent certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Respondent agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Respondent agrees that (except where he has obtained identical certifications from subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

Please confirm

*Response required

8.12. BUSINESS RELATIONSHIP DECLARATION

8.12.1. *BUSINESS RELATIONSHIP DECLARATION PART 1**

This Declaration is submitted by an Authorized Representative of Responder, as a part of this Proposal. The undersigned, of lawful age and duly sworn, affirms and states that the Responder is fully knowledgeable of Responder's business relationships and associations, and further states that the nature of any corporation, company, partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Responder and the Mayor, Members of City Council, any Trustee, Trust, or Authority of or benefiting the City, entities or parties affiliated with such individuals, significant known City contractors, or other parties, consultants, or employees engaged to further this project, is as follows:

(If none of the above Business Relationships exists, Responder shall state 'NONE' or otherwise indicate the absence of such Business Relationships. IF ABOVE IS BLANK, PROPOSAL WILL BE REJECTED.)

*Response required

8.12.2. *BUSINESS RELATIONSHIP DECLARATION PART 2**

Responder further states that any such Business Relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Responder and any officer or director, agent, employee, or partner of the above entities or individuals is as follows:

(If none of the above Business Relationships exists, Responder shall state 'NONE' or otherwise indicate the absence of such Business Relationships. IF ABOVE IS BLANK, PROPOSAL WILL BE REJECTED.)

*Response required

8.12.3. *BUSINESS RELATIONSHIP DECLARATION PART 3**

The names and positions of all persons having any such Business Relationships are as follows:

(If none of the above Business Relationships exists, Responder shall state 'NONE' or otherwise indicate the absence of such Business Relationships. IF ABOVE IS BLANK, PROPOSAL WILL BE REJECTED.)

*Response required

9. PRICING PROPOSAL

FEES

Line Item	Description	Explanation/Formula	FEE (BASIS POINTS)	BASIS POINTS	FEE (IN DOLLARS)	Total
1	Investment Advisory (Specify how many in-person meetings are included in this fee)?			BASIS POINTS		
2	Fund Expenses Individual funds & manager fees			BASIS POINTS		
3	Custodial Direct cost for services & projected transactional fees.			BASIS POINTS		
4	Benefit Payment Administration For services and transactions Are 1099-R forms included?			BASIS POINTS		
5	Other Potential Fees			BASIS POINTS		
TOTAL						