



REQUEST FOR PROPOSALS #25-014

FOR

**INVESTMENT CONSULTING SERVICES
FOR THE EMPLOYEES' RETIREMENT FUND**

OFFICE OF FISCAL AFFAIRS

COUNTY OF LEHIGH

April 4, 2025

NOTE: IF YOU DID NOT RECEIVE THIS RFP PACKET DIRECTLY FROM EITHER THE LEHIGH COUNTY PROCUREMENT OFFICE OR LEHIGH COUNTY WEBSITE YOU DO NOT HAVE AN OFFICIAL COPY. SEE SECTION 35.0 FOR FURTHER DIRECTION.

Due Date / Time: April 30, 2025, 4:00 P.M., Local Time
Opening Date / Time: May 1, 2025, 10:00 A.M., Local Time

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INTRODUCTION

The County of Lehigh, on behalf of the Board of Trustees of the Employees' Retirement Fund, is soliciting proposals for INVESTMENT CONSULTING SERVICES, in accordance with this Request for Proposals (RFP).

Proposal shall be made upon proposal forms or letterhead stationery and all references to numbers shall be stated both in writing and figures. The signature shall be an original in long hand, and the completed form shall be without interlineation, alteration or erasure.

One (1) complete original and one (1) complete electronic copy on CD (or other generally accepted media) of each proposal shall be submitted and delivered to Mark Pinsley, Controller of Lehigh County, Suite 465 of the Government Center, 17 S. Seventh Street, Allentown, PA 18101. Envelopes shall be closed, sealed and marked, "**Proposal #25-014 for INVESTMENT CONSULTING SERVICES**", according to Specifications attached hereto, prior to 4:00 P.M. Local Time, April 30, 2025. **The County Controller's time clock shall be considered the official time. It is suggested that firms submit their proposals early to avoid traffic accidents, overnight courier errors, etc... as there will be no exceptions whatsoever to this cutoff. Firms are encouraged to use mail services to submit their proposals. In addition, hand delivery may be made to the Sheriff Deputy at the Government Center main entrance should the building be closed to the public due to a pandemic or other reason.**

Proposals will be opened after 10:00 A.M. Local Time, the following day, May 1, 2025, in Room 450 of the Government Center. **The opening will consist only of name and address recording of respondents. As this is an RFP requiring evaluation, no pricing information will be read aloud at the time of the opening.**

The Executive of Lehigh County will grant due consideration to any features of the Specifications submitted by the proposers and does hereby reserve the right to choose the proposal which, in his judgment is best suited for the intended purposes. The Executive of the County of Lehigh does also reserve to himself, the right to waive all informalities in awarding a contract in the best interests of the County of Lehigh.

EXECUTIVE OF LEHIGH COUNTY

BY: George M. Nader, Jr., CPPO
Chief Procurement Officer

SPECIFICATIONS

1.0 Purpose

- 1.1 The Board of Trustees of the Lehigh County Employees Retirement Fund intends to secure a contract for investment consulting services. The purpose of this Request for Proposal (RFP) is to define the Board's minimum requirements, solicit proposals and to gain adequate information from which the Board may evaluate such services.
- 1.2 The Lehigh County Employees Retirement Fund has a total market value of \$640,000,000.

2.0 Background

- 2.1 The primary role of the Investment Consultant is to provide objective, third-party advice and counsel that will enable the Board to make well-informed and well-educated decisions regarding the investment of the Retirement Fund assets.

3.0 Schedule of Events

- 3.1 The proposed schedule for proposal processing, selection, negotiation and contract initiation is as follows. **All dates after Item 3.1.5 are estimated.**
 - 3.1.1 Issue Request for Proposals Notice April 4, 2025
 - 3.1.2 Cutoff for Written Questions April 14, 2025, 4:00 P.M.
 - 3.1.3 Cutoff for Written Answers April 17, 2025, 4:00 P.M.
 - 3.1.4 Proposals Due April 30, 2025, 4:00 P.M.
 - 3.1.5 Proposals Publicly Opened May 1, 2025, 10:00 A.M.
 - 3.1.6 Issue "Intent to Award" May 9, 2025
 - 3.1.7 Contract Received From Law May 27, 2025
 - 3.1.8 Signed Contract From Provider June 2, 2025
 - 3.1.9 Submit Contract to Board June 11, 2025
 - 3.1.10 Resolution Approval June 25, 2025
 - 3.1.11 Estimated Contract Start Date July 1, 2025

4.0 Scope of Work

Contractual services for investment consulting will include, but not be limited, to the following:

- 4.1 **Development Investment Policy, Objectives and Guidelines:** Assist the Board in the development and periodic review of a policy statement that properly reflects the Boards tolerance for risk and that best helps the Board meet its rate-of-return, funded status and administrative expense objectives.
- 4.2 **Asset Allocation Studies:** Conduct an asset allocation study to determine whether or not the asset allocation concurs with the Board's investment objectives and guidelines.
- 4.3 **Investment Manager Search:** When deemed necessary, assist the Board in its due diligence

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and search for new investment manager(s).

- 4.4 **Development of Investment Manager Performance Standards/Guidelines:** Assist the Board in the development and review of performance standards and guidelines with which the Board can measure each investment manager's progress. Attend monthly meetings or special meetings as requested by the Board.
- 4.5 **General Consulting Services:** Provide general consulting services as requested by the Board. These might include custodial search and selection, etc.
- 4.6 **Performance Measurement & Monitoring:** Monitoring the performance of the investment manager(s) to provide the Retirement System with the ability to determine the progress toward the investment objectives.
- 4.7 **Assist in Fund Diversification:** Assist the Board in the development of an investment manager structure that provides adequate diversification with respect to the number and types of investment managers to be retained by the Board.

5.0 Information Required from all Proposal Submitters

5.1 Professional Qualifications:

- 5.1.1 Name of your firm, its address, telephone number, and **primary** contact for this proposal.
- 5.1.2 Is your organization a subsidiary, parent, or affiliate of any other firm? If so, please describe in detail. Also, do any of these affiliates provide any other retirement fund services such as investment management, actuarial work, etc? If you provide more than one (1) service, how do you protect against conflicts of interest? Have you ever included your own firm, subsidiary or sponsored investment vehicle in a manager search you are conducting?
- 5.1.3 What is the number of full-time employees in your firm?
- 5.1.4 What is the location of your nearest office to Allentown, PA?
- 5.1.5 Provide a breakdown by classification (consultant, managerial, clerical, etc.) for both your national and local operation. If more than one (1) office, how are consultants apprised of developments in the investment arena?
- 5.1.6 Please submit biographical profiles on the individual(s) who will be assigned to our account. Also, where are these individuals located? Who will attend review meetings?
- 5.1.7 How many senior people have left your company in the last three (3) years? How many support staff have left your company in the last three (3) years?
- 5.1.8 What public funds experience do you have? Provide a list of all public pension fund clients under contract to date.
- 5.1.9 How many clients have you lost with the last three (3) years?
- 5.1.10 Please explain size, composition, and source of your performance measurement database. What indices are used for relative comparisons?
- 5.1.11 Were your software systems developed entirely in-house or purchased from outside sources? If you do not maintain databases, whose database do you use?
- 5.1.12 Why is your firm uniquely qualified to service our account?

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- 5.1.13 Disclose formal or informal business relationships with investment managers or other service providers to pension trust funds.
 - 5.1.14 Do you or a related company have relationships with money managers that you recommend, consider for recommendation, or otherwise mention to the plan? If so describe those relationships.
 - 5.1.15 Do you or a related company receive any payments from money managers you recommend, consider for recommendation, or otherwise mention to the plan for our consideration? If so, what is the extent of these payments in relation to your other income (revenue)?
 - 5.1.16 Describe the policies or procedures your firm has in place to avoid any conflict of interest that could occur between investment managers, brokerage services, your firm, and fund sponsors.
 - 5.1.17 Please provide copies of Form ADV Part II.
 - 5.1.18 Please provide all complaints received by the Securities and Exchange Commission and the National Association of Securities Dealers.
 - 5.1.19 Has your firm been involved in litigation within the last five years or is there any pending litigation arising out of your performance? If your answer is yes, explain fully.
- 5.2 **Investment Policy/Asset Allocation Guidelines:**
- 5.2.1 Provide an outline of the principal steps you would follow when developing a statement of Investment Policy and Objectives. Does your investment policy and asset allocation analysis fully integrate liabilities with assets? How would you interface with the retirement systems actuary?
 - 5.2.2 How many meetings would be required with the Retirement Board? Who would attend from your firm?
 - 5.2.3 Provide an outline of the issues and items that would be covered in a typical policy statement.
 - 5.2.4 What is your approach to development of asset allocation guidelines? Please describe this process in detail, including application of major variables (e.g. - risk tolerance, emerging liabilities, etc.).
 - 5.2.5 What asset classes are included in your work?
 - 5.2.6 What geographic areas of the world do you consider appropriate for pension asset investments?
 - 5.2.7 Does your approach include passive strategies such as indexation? If so, please describe.
 - 5.2.8 Describe the circumstances under which you would consider recommending a change to the asset allocation.
 - 5.2.9 How often and on what basis would you recommend rebalancing the portfolio?
- 5.3 **Investment Manager Selection:**
- 5.3.1 What is the procedure and criteria you will follow in the selection of Investment Managers? And how long might the process take from start to finish?

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- 5.3.2 How many firms do you track for manager search purposes? How many managers do you typically recommend that the Board select to make final presentations from the total search database?
- 5.3.3 Do the consultants assigned to our account actually interface with prospective managers? How much time do they spend in an average week interviewing managers? How many managers a week do our assigned consultants see? Is due diligence performed for all managers offices? If so, please explain your due diligence process. How are consultants apprized with respect to developments about managers?
- 5.3.4 What computer systems do you utilize to help in your manager screening? Which are purchased and which are proprietary?
- 5.3.5 Do you monitor your success in selecting managers? Explain how you measure the level of success of existing managers. Please be specific.
- 5.3.6 What criterion is used to recommend termination of a manager?
- 5.3.7 Do you believe that when a manager is not performing that the consultant who presented this manager also be held accountable? If so, how?
- 5.3.8 Describe the methodology that is used to compute individual manager returns. Please include a discussion of the frequency with which a manager's portfolio would be priced, and the treatment of fees.
- 5.4 **Performance Evaluation:**
- 5.4.1 Specifically describe your performance evaluation system and the philosophy behind it. Is your system propriety or did you obtain it from another supplier?
- 5.4.2 Describe and illustrate any special indices constructed by your firm.
- 5.4.3 Please describe, in detail, the optimal role that your firm would like to take in manager presentations to the Retirement Board. What other services are provided, such as custodian searches, due diligence visits, proxy voting, etc.
- 5.4.4 How soon following the end of a reporting period can you have copies of evaluation reports to us? How frequently do you recommend performance evaluation reviews?
- 5.4.5 Provide samples of your standard reports. How much variation is available from your standard report?
- 5.4.6 Provide actual performance data for five (5) clients for each year 2015 – 2024. Data shall be from clients included in **Item 5.1.8**. All Pennsylvania County clients listed in **Item 5.1.8** must be included in the data, regardless of the number.
- 5.4.7 Provide the actual Asset Allocation for the firms listed in **Item 5.4.6** for each year 2015 – 2024.
- 5.4.8 Provide a scatter chart for each year 2015 – 2024 which shows the risk to return performance for actual compared to median.
- 5.4.9 The County of Lehigh reserves the right to contact clients listed in **Item 5.4.6** to verify data and performance satisfaction.

6.0 Conforming Work

- 6.1 All work performed or managed must be of the highest quality and shall conform to all standards, safety guidelines and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

7.0 Performance Standards

- 7.1 All services to be performed under this ensuing contract shall be performed in the most cost-effective manner, in achieving the objectives of the County.

8.0 Term of Contract

- 8.1 Contract shall be for a **four (4) year period**, without provision for increases, commencing upon final execution of the contract.
- 8.2 The County of Lehigh reserves the right to extend the contract period for two (2) additional one (1) year periods under the same terms and conditions, in the event the successful proposer agrees to hold the then prevailing fixed annual price. Said renewal(s) shall be confirmed in writing, between the parties.

9.0 Termination of Contract

- 9.1 The County of Lehigh reserves the right to terminate the contract at any time, with 30 days prior written notice. Contract termination may be initiated by the County:
- 9.1.1 For convenience, or
 - 9.1.2 If not satisfied with the quality of service provided, or
 - 9.1.3 If the Provider fails to fulfill any of the conditions of these "Specifications"
- 9.2 In the event of termination for cause or convenience, Provider shall
- 9.2.1 Only be entitled to payment for services performed. No payment will be made for either unperformed services or profit.
 - 9.2.2 Fully cooperate and provide transition or closeout services to the extent required by County for compensation per the hourly billing rate schedule included in Provider's proposal.

10.0 Qualifications & Experience

- 10.1 Offeror must:
- 10.1.1 Be a recognized firm, having conducted business as such for at least five (5) years.
 - 10.1.2 Be a registered investment advisor under the Investment Advisors Act of 1940.
 - 10.1.3 Possess knowledge and understanding of Act 96 1971, the County Pension Law.
 - 10.1.4 Provide five (5) current clients as references. **Any / all Pennsylvania County clients must be listed.** For each reference, include client name, name of contact person, address, telephone number, asset value of client account, type of service used by the client, and the number of years the client has been with your firm.
- 10.2 The selected firm must be staffed with knowledgeable and experienced personnel in the requirements of investment consulting.

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- 10.3 Offeror must identify key employees or personnel, noting their qualifications and experience in investment consulting during the last two (2) years.
- 10.4 Demonstrate the experience of the organization in conducting efforts of the nature and scope required by this Request for Proposal.
- 10.5 **Subcontracting is NOT permitted.**

11.0 Compensation

- 11.1 Using the provided Price Proposal Form, proposer shall provide annual fixed fees for all required services. Said fixed fee shall include reimbursement for expenses incurred.
- 11.2 Please outline, in detail, how your firm will be compensated for its services.
- 11.3 Please detail the services that your firm will provide as part of the fee quote.
- 11.4 Discrepancies on the Price Proposal Form between:
 - 11.4.1 The multiplication of quantities requested and unit prices will be resolved in favor of the unit prices.
 - 11.4.2 The indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum.
 - 11.4.3 Words and figures will be resolved in favor of the words.
- 11.5 Any costs incurred by proposer in preparing or submitting offers are the proposer's sole responsibility. The County will not reimburse any proposer for any costs incurred prior to contract award.

12.0 Insurance

- 12.1 **Please be advised that requests to change any of the following insurance requirements must be made in accordance with the question-and-answer procedures outlined in Section 31.0. Requests for changes made outside of these procedures or after a contract is awarded will be denied.**
- 12.2 The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the resulting agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
- 12.3 Professional Liability Insurance:
 - 12.3.1 Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
 - 12.3.2 If the selected firm is a Medical Professional, the selected firm shall ensure that all conditions are met for eligibility for MCARE fund coverage.
 - 12.3.3 Coverage for occurrences happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.
- 12.4 General Liability Insurance:
 - 12.4.1 Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

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- 12.4.2 Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).
- 12.5 Workers' Compensation and Employers' Liability Insurance:
- 12.5.1 Limits of Liability: Statutory Limits.
- 12.5.2 Other States' coverage and Pennsylvania endorsement.
- 12.6 Automobile Liability:
- 12.6.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- 12.6.2 Coverage: Owner, non-owned and hired vehicles.
- 12.6.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
- 12.7 Umbrella Excess Liability:
- 12.7.1 Limit of Liability: \$5,000,000 in the aggregate and per occurrence.
- 12.7.2 Coverage: Shall be over auto liability, general liability, and professional liability.
- 12.8 Abuse/Sexual Molestation and Corporal Punishment Liability Insurance:
- 12.8.1 Limit of Liability: \$1,000,000 per occurrence; \$3,000,000 in the aggregate.
- 12.9 Cyber Liability: Privacy and Network Security (sometimes otherwise known as Cyber Liability) or equivalent coverage.
- 12.9.1 Which includes providing protection against loss arising from (A) system attacks, (B) denial or loss of service attacks, (C) spread of malicious software code, (D) unauthorized access and use of computer systems, (E) crisis management and customer notification expenses, (F) privacy regulatory defense and penalties, (G) business interruption loss arising from a system failure or security breach and (H) liability arising from the loss or disclosure of confidential data.
- 12.9.2 Coverage will contain: Limits of not less than \$1,000,000 in the aggregate and per loss and include the County of Lehigh as Additional Insured. The County reserves the right to increase the limits of insurance to amounts as the County shall determine in their sole discretion.
- 12.9.3 If this policy applies on a claim made basis, the selected firm agrees to maintain coverage for a period of two (2) years after the deliverables are provided.
- 12.10 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The County prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least 10 calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than 30 days after

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the effective date of the policy.

- 12.10.1 Certificate Holder area shall read: County of Lehigh
Attn: Office of Risk Management
17 S. 7th Street, Room 450
Allentown, PA 18101
- 12.11 With the exception of Professional Liability and Workers' Compensation and Employers' Liability Insurance, each policy and Certificate of Insurance shall contain: an endorsement naming the County and its public officials, employees and agents as Additional Insured parties thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage reduced.
- 12.12 If the selected firm desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- 12.13 If the selected firm fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- 12.14 The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the resulting agreement.

13.0 Indemnification and Hold Harmless

- 13.1 The selected firm shall indemnify and hold harmless the County and each of its officials, employees, and agents from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, investigations, notifications, credit monitoring services, operation of a call center, costs and expenses for whatsoever kind or nature, resulting from:
- 13.1.1 Breach of the resulting Agreement by the selected firm.
- 13.1.2 Professional error or omission, fault, or negligence by the selected firm or any one acting under its direction, control of or on its behalf in connection with or incident to its performance of the resulting Agreement.
- 13.1.3 General public liability claim arising in connection with the business or activities of the selected firm which pertains to the resulting Agreement.
- 13.1.4 Any violation by the selected firm of The Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) including but not limited to, any unauthorized access to or acquisition of County's Protected Health Information.
- 13.1.5 Without limitation, from any unauthorized access to or use of, or any security breach relating to or affecting, County's Confidential Information. Confidential Information shall include without limitation all of the following:
- 13.1.5.1 Collectively all non-public information, data or material disclosed or provided by the County to the selected firm, either orally, electronically or in writing, or obtained by the selected firm from a third party or any other source, concerning any aspect of the business or affairs of the County or any related

party to the County.

- 13.1.5.2 Personal Information defined as information that is linked or reasonably linkable to an identified or identifiable individual who is employed by, an agent servant, workmen or otherwise related to the County.
- 13.2 If any claim is made against the County which would give rise to a right of indemnification by the County from the selected firm, the County will give notice thereof to the selected firm. The County may permit the selected firm to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for the selected firm, which will conduct the defense of such claim or litigation, must be approved by the County, whose approval will not unreasonably be withheld. If the County consents to permit the selected firm to assume defense, the County may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent of the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to the County all pertinent information under its control.
- 13.3 It is expressly understood by the selected firm that the Pennsylvania state statute, specifically 42 Pa. C.S.A. §8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damages in an action against the selected firm.

14.0 Exclusive Jurisdiction

- 14.1 The parties agree that any dispute, controversy or claim arising under or in connection with the resulting Agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Lehigh County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the Lehigh County Court sitting in Allentown, Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in the resulting Agreement. Each party waives any objection to the personal jurisdiction of such court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion, whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party may assert its customary appeal rights in the appellate courts of the Commonwealth of Pennsylvania from a final determination of the Lehigh County Court of Common Pleas. Each party further acknowledges and agrees that this paragraph has been negotiated at arms' length with the assistance of counsel and the legal effect fully explained, and that it is a knowing and voluntary agreement.

15.0 Federal Excise and PA Sales Tax

- 15.1 The County of Lehigh is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the proposal shall exclude such Federal and State Tax amounts.
- 15.2 This provision shall not apply to construction, repair and/or maintenance contracts where the firm purchases supplies, materials and/or equipment for the performance of the contract and includes the costs thereof in computation of the proposal.

16.0 Contract

16.1 The selected firm will be expected to execute the County's Standard Professional Service Agreement, as altered to fit this RFP.

16.1.1 This is the only document that will be used for the resulting contract. **The County will neither review nor consider signing any additional documentation requested by the successful firm.**

17.0 Availability of Appropriated Funds

17.1 The Offeror hereto agrees that any and all payments due from the County, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

18.0 Tax Delinquency

18.1 Offeror hereby certifies, as a condition precedent to the execution of this Contract, and as an inducement for the County to execute same, that it is not "delinquent" on any taxes owed to the County. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

18.2 Offeror further Agrees, as a specific condition of this Contract, that it shall remain current on all of the taxes it owes to the County. Should Offeror become delinquent on any taxes it owes to the County during the term of this Agreement, Offeror may be deemed to be in breach of this agreement by County and, in addition to any other remedies at law for such breach, Offeror hereby specifically agrees and authorizes the County to apply all funds when due to Offeror directly to the taxes owed to the County until said taxes are paid in full.

18.3 In the event the Offeror becomes delinquent, it hereby authorizes the County to make direct payments to the taxing authority for the County to bring Offeror's County taxes current.

19.0 Undue Influence

19.1 Offeror agrees not to hire any County Personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this agreement for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this agreement.

20.0 Factors For Award

20.1 Members of the Board of Trustees of the Lehigh County Employees Retirement Fund will evaluate each written proposal.

20.2 The initial evaluation is to determine which, if any, firms are to be interviewed and a possible site visit conducted. Following the site visits (if warranted), the proposal shall be reevaluated, to determine the most qualified, capable and cost-effective investment consultant firm with which to contract.

20.3 Discussions and negotiations may be conducted with responsible offerors for the purpose of clarification and obtaining best and final offers.

20.4 The final selection and contract negotiation rests solely with the County, whose decision will be final.

20.5 The County reserves the right to reject any and all proposals, as well as the right to waive all informalities in awarding a contract in the best interests of the County of Lehigh

- 20.6 Any firm who has demonstrated poor performance during either a current or previous agreement with the County may be considered as an unqualified source and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 20.7 The Chief Procurement Officer will issue an "Intent to Award" letter to the selected firm. Final award is contingent on approval by Resolution of the County.

21.0 Open & Public Process Required for Non-Bid Contracts (Anti-Pay-To-Play)

This provision went into effect January 1, 2016, was amended January 27, 2018, and shall apply to all contracts which are required to be approved by the Board of Commissioners pursuant to section 801.1 of the Lehigh County Administrative Code. The intent of this section is to preclude businesses from participating in non-bid County contracts if controlling individuals in the business or their immediate family members have contributed over Two-Hundred Fifty Dollars (\$250.00) to Candidates for County Elected Offices or Incumbents.

21.1 Definitions:

- 21.1.1 Affiliate – a parent or subsidiary of a Business Entity
- 21.1.2 Business Entity – a domestic or foreign corporation for profit or not-for-profit, association, general or limited partnership, limited liability company or sole proprietorship.
- 21.1.3 Candidate – an individual as defined in the Pennsylvania Election Code, 25 P.S. §3241.
- 21.1.4 Consultant – any Person used by a Business Entity to assist in obtaining a Contract, through direct or indirect communication by such Person with a County Elected Official or employee, if the communication is undertaken by such Person with the expectation of receiving payment from the Business Entity for the assistance.
- 21.1.5 Contract – any professional services agreement which must be approved by the Board of Commissioners pursuant to section 801.1 of the Lehigh County Administrative Code.
- 21.1.6 Contractor – any Person or Business Entity who currently has entered into a Contract which is subject to approval by the Board of Commissioners.
- 21.1.7 Contribution – as defined in the Pennsylvania Election Code, 25 P.S. §3241 and subject to the Attribution Rules in **Section 21.4** below.
- 21.1.8 Controlling Shareholder - an individual who owns or controls greater than fifty percent (50%) of the shares of the Business Entity.
- 21.1.9 Elective County Office – the offices of County Executive, County Commissioner, District Attorney, Coroner, Controller, Clerk of Judicial Records and Sheriff.
- 21.1.10 Immediate Family – spouse or life partner and unemancipated children.
- 21.1.11 Incumbent – an individual who currently holds an Elective County Office.
- 21.1.12 Officer – an individual who serves as President, Vice President, Secretary, Treasurer, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or Executive Director of a Business Entity.
- 21.1.13 Person – an individual, partnership, association, corporation, limited liability corporation, joint venture or other legal entity.
- 21.1.14 Political Action Committee (PAC) – as defined in the Pennsylvania Election Code, 25 P.S.

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§3241.

21.1.15 Political Committee – as defined in the Pennsylvania Election Code, 25 P.S. §3241.

21.2 Required Disclosures - Any Business Entity which wishes to be eligible to enter into a Contract with Lehigh County must comply with the following conditions in addition to those contained elsewhere in the Lehigh County Administrative Code.

21.2.1 The Business Entity must disclose:

21.2.1.1 The names, business addresses and phone numbers of all subcontractors which will be used on the contract.

21.2.1.2 The names, business addresses and phone numbers of any Consultants used to assist in securing the contract, or a certification that no Consultants were used.

21.2.1.3 Any Contributions made to County Elected Officials or Candidates for Elective County Office by the proposed Contractor, the subcontractors to be used or the Consultants in the previous two (2) years or a certification that no such Contributions were made.

21.2.1.4 The name and title of each County Elected Official or employee who, within two (2) years prior to the application or proposal for a Contract, asked the Business Entity or any Officer, director or controlling shareholder of the Business Entity to make a Contribution to a Candidate for Elective County Office, and any Contribution made in response to any such request, including the amount of the Contribution and the date made.

21.2.2 Provide copies of the forms required to be filed with the Pennsylvania Department of State regarding campaign contributions, as set forth in 25 P.S. §3260a for the previous two (2) years, or a certification that no forms were filed.

21.2.3 These disclosures must be made in writing on a campaign finance disclosure form provided by the County and submitted to the County prior to approval of the contract by the Board of Commissioners. Copies of the campaign finance disclosure form will be maintained with the Contract proposal, and then with the Fiscal Office when the Contract is fully executed. These campaign finance disclosure forms will be available for review by the public when the proposed contract is available. Failure to provide these disclosures will disqualify a Business Entity from entering into a contract with the County.

21.3 Contract Requirements:

21.3.1 Eligibility – If a Business Entity has made Contributions in excess of Two-Hundred Fifty Dollars (\$250.00) in the aggregate during a calendar year to a Candidate for nomination or election to any Elective County Office or to an Incumbent, then the Business Entity shall not be eligible to enter into any Contract nor shall the Business Entity be eligible to be a sub-contractor of any such Contract for a period of two (2) years following the year of the Contribution(s).

21.3.2 During the term of the Contract, and as a specific provision of the Contract, the Contractor shall agree that Contributions will not be made which would render the Contractor ineligible to be considered for a Contract.

21.3.3 Ongoing Disclosures – The Contract shall require that the Contractor disclose any Contribution made by the Contractor, sub-contractor or Consultant to any Candidate for

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Elective County Office or to an Incumbent during the term of the Contract and for one (1) year thereafter. Such disclosures shall be made in writing on a campaign finance disclosure form provided by the County, and shall be delivered to the County, within (5) business days of the Contribution. This County disclosure form shall be delivered by the Contractor to the County contact person identified in the Contract, who shall forward copies to the Clerk to the Board of Commissioners and the County Fiscal Officer.

- 21.3.4 Breach of any of these Contract provisions will make the Contract voidable at the County's option, and shall make the Contractor liable for liquidated damages to the County in the amount of ten percent (10%) of the maximum payments to the Contractor permitted under the Contract, regardless of whether actually paid.
- 21.4 Attribution Rules - The following shall be considered Contributions made by a Business Entity for purposes of this section:
- 21.4.1 A Contribution made by an Officer, director, controlling partner or shareholder of a Business Entity and members of their immediate family, excluding unpaid Board members of a not-for-profit corporation.
- 21.4.2 A Contribution made by any parent, subsidiary or otherwise affiliated entity of the Business Entity.
- 21.4.3 A Contribution made by a PAC controlled by the Business Entity or its affiliates.
- 21.4.4 A Contribution by a PAC controlled by an Officer, director, controlling shareholder or partner of the Business Entity.
- 21.4.5 A Contribution to any political committee or PAC which, during the calendar year in which the contribution is made, itself makes contributions or gives financial support to a particular candidate or group of candidates for nomination or election to any Elective County Office or to a particular incumbent, shall be considered a Contribution to such candidate or incumbent.
- 21.4.6 Any other Contribution made not directly to a candidate for nomination or election to any Elective County Office or Incumbent, but with the purpose and intent that the entity will, directly or indirectly, make such contribution such candidate or Incumbent, shall be considered a Contribution to such candidate or incumbent.
- 21.4.7 Any Contribution solicited by a Person shall be considered a Contribution by such Person, and if a Person sponsors or hosts a fundraising event, then any contributions raised at such event shall be considered to be contributions by such Person. Any Contribution solicited by an Officer, director, controlling shareholder or partner of a Business or affiliate shall be considered a Contribution by such Business, and if any Officer, director, controlling shareholder or partner of a Business or affiliate sponsors or hosts a fund-raising event, then any contributions raised at such event shall be considered to be contributions by such Business.
- 21.4.8 Any Contribution for which a Person is an intermediary shall be considered as a contribution by such Person, and any contribution for which an Officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) is an intermediary shall be considered a contribution by such Business.
- 21.5 Audits - The Lehigh County Controller shall, on an annual basis, audit the campaign finance disclosure forms for all County Vendors to ensure the form is affixed to the contract and that the form is facially complete, and shall be authorized to perform any other audits he/she deems

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appropriate, as set forth in section 801.4 of the Lehigh County Administrative Code, including review of the disclosure forms required by **Section 21.3.3**, herein.

- 21.6 Notice - These requirements shall be posted on the County's website and shall be included in all Requests for Proposals as part of the County's standard terms and conditions.
- 21.7 Enforcement - Any individual may make a report concerning violations of this section to the County Solicitor. The County Solicitor is authorized to investigate any violations. All county employees shall fully cooperate with the investigation. The County Solicitor shall notify the Board of Commissioners and County Executive of any reported violations at the time the report is made and shall report his/her findings to the Board of Commissioners and the County Executive.
- 21.8 Waiver - Any provisions of this section may be waived by motion of the Board of Commissioners if:
 - 21.8.1 Compliance with this section may lead to the loss of federal, state or similar grant funds or would violate state or federal law.
 - 21.8.2 No eligible Business Entities are available to perform the work after soliciting proposals through the Request for Proposals process in section 804(c) of the Lehigh County Administrative Code.
 - 21.8.3 Delay in the award of the contract would cause a material threat to public health or safety or material damage to the legal interests of the County. All other provisions of this section shall apply to such contracts except that the disclosures required need not be filed until fourteen (14) days after a contract is executed.

22.0 Form of Proposal

- 22.1 The submission must contain the following:
 - 22.1.1 One (1) document (PDF preferred) entitled "**Technical Proposal**" which will NOT contain any references to pricing or cost. This will include a "Cover Letter" and a "Detailed Response / Description of Services" being proposed.
 - 22.1.1.1 The "Cover Letter" shall be signed by an official who has the legal authority to bind the company to the terms of the proposal for a minimum of 90 days. The letter shall:
 - 22.1.1.1.1 Be on official letterhead.
 - 22.1.1.1.2 Include the name and title of the Chief Executive Officer or other individual authorized to legally bind the company.
 - 22.1.1.1.3 Include the identification of a primary contact and that person's title, address, phone number, fax number and email address.
 - 22.1.1.1.4 State that the applicant accepts the terms, conditions, criteria and requirements set forth in the RFP.
 - 22.1.1.2 The "Detailed Response / Description of Services" shall include as a minimum, documentation to support the requirements outlined in **Sections 4.0 Scope of Work** through **10.0 Qualifications & Experience**.
 - 22.1.1.3 Reference Form
 - 22.1.1.4 All supporting documentation should be provided utilizing two (2) sided copies,

if possible.

22.1.2 One (1) document (PDF preferred) entitled "**Price Proposal**" which will contain the following:

22.1.2.1 "Price Proposal Form" - responses must include firm fixed fees for the full scope of services described herein.

22.1.3 Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

23.0 Respondent Standard Terms & Conditions

23.1 Any pre-printed or standard terms or conditions included in a respondent's proposal will not be considered by the County as a part of any resulting contract.

24.0 Withdrawal of Proposals

24.1 A responder to this request may withdraw its proposal at any time before the time set to formally open all proposals.

25.0 Copyrights & Patents

25.1 License and/or royalty fees for the use of a process which is authorized by the contractor for the County's use for the system provided through this request must be reasonable and paid to the holder of the copyright or patent, or authorized licensee, directly by the contractor and not by, or through, the County. If the contractor uses any other design, device or materials covered by patent or copyright, it shall provide for such use by suitable agreement with the holder of such patented or copyrighted design, device or materials. It is mutually agreed to and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such designs, devices or materials in any way involved in the system. Where original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form) are produced, the County has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so. If the material is copyrightable, the contractor may copyright such, and the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part to authorize others to do so.

26.0 Care of Data

26.1 The selected firm shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction or erasure. Any costs or expenses of replacing, or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

27.0 Non-Discrimination Clause

27.1 In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or client or other person on account of actual or perceived race, ethnicity, color, religion, creed, national origin or citizenship status, ancestry, sex (including pregnancy, childbirth, and related medical conditions), gender identity, gender expression, sexual orientation, genetic information, age, marital status, familial status, GED rather than high school diploma, political affiliation, physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990, relationship or association with a disabled person, source of income, height, weight, veteran status, use of guide or support animals, or domestic or sexual violence victim status. The Offeror and

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County shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, with any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

- 27.2 The provisions of this section must also be included in any sub-contract Offeror enters into to perform the scope of this contract.

28.0 Exceptions

- 28.1 Any exceptions to terms, conditions, or other requirements in any part of this RFP must be clearly pointed out in the offeror's proposal. Otherwise, the County will consider that all items offered are in strict compliance with this RFP, and the successful proposer will be responsible for compliance.
- 28.2 The Chief Procurement Officer shall be the sole judge of which, if any, exceptions are acceptable and such a decision will be final.

29.0 Public Records Requests

- 29.1 Under Pennsylvania's "Right to Know" law, Act 3 of 2008, 65 P.S. §67.101 et seq., all documents created or received by the County are presumed to be public and available for inspection and duplication.
- 29.2 A record in the possession of a party with whom the County contracts to perform a governmental function for the County, and which directly relates to the governmental function and is not exempt under the Act, is a public record.
- 29.3 If there is a request for a record submitted to the County by a third party with that party's written and signed statement that the record contains a trade secret or confidential proprietary information, the party has five (5) business days from receiving notice from the County to provide input on the release of the record. The third party shall then be notified whether the County released the record.
- 29.4 All requests for public records must be made in writing to the County Open-Records Officer during regular business hours. The party requesting copy shall pay \$0.25 per page.

30.0 No Proposal Reply Form

- 30.1 To assist in obtaining good competition on Request for Proposals, each firm who has received an RFP, but does not wish to participate, is asked to complete and return the attached No Proposal Reply Form. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List or do not return either this form, or a bonafide proposal.

31.0 Questions / Clarifications

- 31.1 Any official questions and/or clarifications shall be directed, in writing, to the person noted below, on or before 4:00 P.M., April 14, 2025. Questions raised after this cut-off will remain unanswered.
- 31.1.1 George M. Nader, Jr., CPPO
Chief Procurement Officer
County of Lehigh
Fax: (610) 820-2013
Email: georgenader@lehighcounty.org
- 31.2 Questions will be answered in writing and distributed to all firms of record on or before 4:00 P.M., April 17, 2025.
- 31.3 Any information offered that is not already specifically included in this RFP packet is considered

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unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the County, or firm.

- 31.4 Questions answered outside of the parameters described above are neither valid, nor binding upon the County.

32.0 Issuance of Addenda

- 32.1 During the proposal period and prior to the deadline for receiving proposals, the County may issue written addenda making changes or corrections to the specifications. Such changes or corrections shall be included in the work and/or materials covered by the proposal and shall become part of the specifications and any contract executed as a result. Addenda shall be provided via email to all individuals and organizations that have downloaded the packet from the County website.

33.0 Future "Invitations to Bid" / "Requests for Proposal"

- 33.1 Publicly offered County of Lehigh "Invitations to Bid" and "Requests for Proposal" being coordinated by the Office of Procurement, are **only advertised on PublicPurchase.com and the County's Website**. To access these projects:

33.1.1 Proceed to "www.lehighcounty.org".

33.1.2 Click on Departments in the upper banner and then select Procurement.

33.1.3 Click on Bid Advertisements in the left pane of the page.

- 33.2 Depending on the project, you will be able to view the advertisement, electronically request that a copy of the specification be mailed and/or download the specification directly from the site.

34.0 Tabulation of Responses

- 34.1 A **draft** tabulation sheet of responses received to this Request for Proposals will be available for review (in Adobe's Portable Document Format) on the County's Website within approximately 24 hours of the opening. This information is provided to give participating firms a preliminary understanding of the responses received. **As this is an RFP requiring evaluation, only the firm names and addresses will be listed. No pricing information will be provided until after an intent to award announcement is made.** These sheets will remain listed until an award decision is made. To access these draft tabulations:

34.1.1 Proceed to "www.lehighcounty.org".

34.1.2 Click on Departments in the upper banner and then select Procurement.

34.1.3 Click on Bid Tabulations in the left pane of the page.

- 34.2 Once an intent to award announcement is made, the **final** tabulation sheet of responses, including pricing information, will be available under the "Bid Awards" section on the County's Website, with the successful proposal highlighted.

35.0 Authority to Distribute RFP Packages

- 35.1 The Lehigh County Procurement Office (and website, if applicable) is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from an RFP package obtained from any other source may have an incomplete set of documents. The County assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

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- 35.2 Firms who have received the RFP package from a source other than the County Procurement Office (and website, if applicable) are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

- - - END OF SPECIFICATIONS - - -

PRICE PROPOSAL FORM

We, _____, on this the ____ day of _____, 2025 hereby:
(Proposer's Name)

- Propose and agree to furnish and deliver INVESTMENT CONSULTING SERVICES for the County of Lehigh, in accordance with this "Request for Proposals", for the firm **fixed four (4) year total** of _____ Dollars (\$_____).

This total is broken down as:

- ✓ **YEAR 1 SERVICES** for the firm fixed fee sum of _____ Dollars (\$_____).
 - ✓ **YEAR 2 SERVICES** for the firm fixed fee sum of _____ Dollars (\$_____).
 - ✓ **YEAR 3 SERVICES** for the firm fixed fee sum of _____ Dollars (\$_____).
 - ✓ **YEAR 4 SERVICES** for the firm fixed fee sum of _____ Dollars (\$_____).
- Expect to begin work within _____ days after final execution of the contract.
 - Have received and reviewed the following Addenda (if applicable):
 1. _____, dated _____.
 2. _____, dated _____.
 3. _____, dated _____.

We have included one (1) complete original and one (1) complete electronic copy on CD (or other generally accepted media) of the following as our proposal:

- ✓ This Price Proposal Form.
- ✓ Documentation as required by **Section 22.0**, including the Reference Form.

NOTE: THE ENTIRE RFP PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all proposer provided attachments. Thank you.

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Communications Concerning this Proposal shall be addressed to:

Contact Person Name: _____

Contact Person Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature of Proposer

When the Proposer is an Individual:

Name of Proposer

Federal Tax ID Number

Street Address

City State Zip

Telephone Number

Fax Number

Email Address

Signature

Signatory's Name and Title (Printed)

When the Proposer is a Partnership:

Name of Partnership

Federal Tax ID Number

Street Address

City State Zip

Telephone Number

Fax Number

Email Address

Signature

Signatory's Name and Title (Printed)

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When the Proposer is a Corporation:

Name of Corporation

Federal Tax ID Number

Street Address

City

State

Zip

Telephone Number

Fax Number

Email Address

Signature (** see note below)

Signatory's Name and Title (Printed)

Witness's Signature (** see note below)

Witness's Name and Title (Printed)

**** The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.**

REFERENCE FORM

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE #: _____ EMAIL ADDRESS: _____
NUMBER OF YEARS: _____ ASSET VALUE: _____
PRODUCT / SERVICE: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE #: _____ EMAIL ADDRESS: _____
NUMBER OF YEARS: _____ ASSET VALUE: _____
PRODUCT / SERVICE: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE #: _____ EMAIL ADDRESS: _____
NUMBER OF YEARS: _____ ASSET VALUE: _____
PRODUCT / SERVICE: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE #: _____ EMAIL ADDRESS: _____
NUMBER OF YEARS: _____ ASSET VALUE: _____
PRODUCT / SERVICE: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE #: _____ EMAIL ADDRESS: _____
NUMBER OF YEARS: _____ ASSET VALUE: _____
PRODUCT / SERVICE: _____

NO PROPOSAL REPLY FORM

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm who has received an invitation, **but does not wish to participate**, state their reason(s) below and **return this form to the COUNTY OF LEHIGH, 17 S. Seventh Street, Allentown, PA 18101-2401, Attn: Procurement Office**. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List by indicating below, or do not return either this form, or a bonafide proposal.

Unfortunately, we must offer A "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the RFP process.

- _____ 2. We do not wish to propose under the terms and conditions of the RFP document.
Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the County of Lehigh. Our objections are:

- _____ 6. We do not sell the items/services requested.

- _____ 7. Other: _____

FIRM NAME

WEBSITE (IF APPLICABLE)

STREET ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE

SIGNATORY'S NAME AND TITLE (PRINTED)

- _____ We wish to remain on the Bidders' List.
- _____ We wish to be deleted from the Bidders' List.