



## **City of Elk Grove**

401(a) Defined Contribution Plan, 457(b) Deferred Compensation Plan,  
Retirement Health Savings Plan, and Employer Investment Program

Request for Proposals for  
Retirement Plan Administration and Record Keeping Services

RFP DISTRIBUTION DATE: May 6, 2026

DUE DATE FOR QUESTIONS: May 19, 2026 at 5:00 p.m. Pacific Time

DUE DATE FOR RESPONSE SUBMISSION: June 5, 2026 at 5:00 p.m. Pacific Time

## **I. OVERVIEW**

The City of Elk Grove, California (“City” or “Plan Sponsor”) is soliciting proposals from qualified firms (“Proposing Firm(s)” or “Firm(s)”) to provide retirement plan administration, record keeping, education, communications, investment-related, and other services for the 401(a) plan, 457(b) plan, Retirement Health Savings (“RHS”) plan, and Employer Investment Program (“EIP”) (“Plan” or “Plans”). The primary goals for this Request for Proposal (“RFP”) process include the following:

- Enhancing participant retirement outcomes;
- Analyzing the overall competitiveness of the Plans;
- Providing for the integrated administration and reporting for the Plans;
- Improving participant education and communication services;
- Providing robust on-line transaction and information capabilities;
- Providing support for as many administrative functions as deemed appropriate;
- Evaluating alternative pricing structures;
- Reducing participant and Plan expenses;
- Providing for an orderly and timely transition of assets and services if necessary; and
- Continuing the formal record keeper/City working relationship.

## **II. SCOPE OF SERVICES**

The winning Proposing Firm will provide full-service retirement plan record keeping and administrative services to Plan participants and the City. Such services include but are not limited to:

- Participant enrollment and the establishment of participant accounts for each employee participating in the Plans.
- Maintaining participant accounts and allocation of deferrals or other assets per participant and/or the City’s direction.
- Providing periodic reports related to the Plans and participants to both the City and participants including regular reports on participant education scheduling and any results.
- Maintaining a dedicated call center and website for both the City and participants.
- Staff at least one local participant representative for in-person individual and group education. It is expected that a record keeper representative will visit each of the City’s selected facilities as part of the Proposing Firm’s initial and ongoing participant education efforts.
- Maintaining other relevant records, such as beneficiary designation(s).
- Record keeper representatives are expected to attend quarterly Plan review meetings.

## **III. PLAN INFORMATION**

The City is a public agency with approximately 500 benefit-eligible employees (approximately 460 full-time and 40 part-time). Employees are paid every two weeks through one centralized payroll system for a total of 26 pay periods annually. The City uses the Finance Enterprise payroll system. Eligible City employees also participate in a defined benefit program offered and administered by California Public Employees’ Retirement System (CalPERS). There are 8 separate City locations located throughout the City (see table below), and, in terms of employee outreach, it would be expected that a record keeper representative visit each of these worksites as part of their initial and ongoing participant education efforts. This last point is important to the City and participants as

local on-site participant representative delivering education and other services in-person and are highly-valued.

Location	Employees
City Hall (8401 Laguna Palms Way)	192
Police Department (8380 Laguna Palms Way)	56
Police Department (8400 Laguna Palms Way)	89
Police Department (9632 Studio Court)	9
Corporate Yard (10250 Iron Rock Way)	48
Animal Services (9150 Union Park Way)	36
Special Waste Collection Center (9255 Disposal Lane)	5
The Center at District56 (8230 Civic Center Drive)	3

The City currently uses MissionSquare Retirement (“MissionSquare”) to provide basic administration, enrollment, participant communication and education, investment management and record keeping services for the Plans and its participants. As of December 31, 2025, there was approximately \$130 million in the Plans (approximately \$27 million in the 401(a) plan, \$66 million in the 457 plan, \$28 million in the RHS plan, and \$6 million in the EIP). Any contributions made by the City and/or participants are included in the figures below under “Total Deferrals.” Below are five tables; one for each plan with data as of December 31, 2025. Note that “Active Accounts” means contributing within the last month.

<b>457(b) Plan</b>	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total Assets (\$)	\$65,964,316	\$55,484,447	\$49,461,102	\$41,588,637
Total Participant Accounts (#)	643	614	576	527
Total Active Accounts (#)	408	383	366	324
Total Deferrals (\$)	\$3,720,583	\$3,423,494	\$3,177,056	\$2,785,409
Total Roll-Ins (#)	4	2	6	7
Total Roll-Ins (\$)	\$682,781	\$253,932	\$283,086	\$170,935
<b>Total Contributions (\$)</b>	<b>\$4,403,365</b>	<b>\$3,677,426</b>	<b>\$3,460,143</b>	<b>\$2,956,343</b>
Total Accounts in Systematic Distribution (#)	74	53	44	30
Total Systematic Distributions (\$)	\$142,925	\$128,206	\$103,243	\$85,770
Total Accounts with Lump Sum Distributions (#)	129	130	114	47
Total Lump Sum Distributions (\$)	\$2,132,370	\$4,168,189	\$2,437,953	\$822,718
Total Annuity Purchases (#)	N/A	N/A	N/A	N/A
Total Annuity Purchases (\$)	N/A	N/A	N/A	N/A
Total Transfers to Proprietary IRAs (#)	0	0	0	0
Total Transfers to Proprietary IRAs (\$)	\$0	\$0	\$0	\$0
Total Roll-Outs (#)	6	12	1	8
Total Roll-Outs (\$)	\$156,832	\$2,369,281	\$67,726	\$899,366
<b>Total Distributions (#)</b>	<b>203</b>	<b>183</b>	<b>158</b>	<b>77</b>
<b>Total Distributions (\$)</b>	<b>\$2,275,294</b>	<b>\$4,296,395</b>	<b>\$2,541,197</b>	<b>\$908,489</b>
Total Hardship Withdrawals Requested (#)	-	-	-	-
Total Hardship Withdrawals Requested (\$)	-	-	-	-
Total Hardship Withdrawals Approved (#)	1			
Total Hardship Withdrawals Approved (\$)	\$33,000	\$0	\$0	\$0

<b>401(a) #1</b>	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total Assets (\$)	\$26,921,867	\$23,414,015	\$19,907,076	\$16,211,327
Total Participant Accounts (#)	620	582	543	488
Total Active Accounts (#)	407	382	363	323
Total Deferrals (\$)	\$1,647,533	\$1,508,258	\$1,378,155	\$1,137,550
Total Roll-Ins (#)	1	0	1	2
Total Roll-Ins (\$)	\$183	\$0	\$10,224	\$110,952
<b>Total Contributions (\$)</b>	<b>\$1,647,716</b>	<b>\$1,508,258</b>	<b>\$1,388,380</b>	<b>\$1,248,502</b>
Total Accounts in Systematic Distribution (#)	14	13	13	15
Total Systematic Distributions (\$)	\$10,109	\$12,206	\$12,203	\$14,083
Total Accounts with Lump Sum Distributions (#)	47	42	39	6
Total Lump Sum Distributions (\$)	\$1,453,824	\$731,189	\$482,097	\$168,845
Total Annuity Purchases (#)	N/A	N/A	N/A	N/A
Total Annuity Purchases (\$)	N/A	N/A	N/A	N/A
Total Transfers to Proprietary IRAs (#)	0	0	0	0
Total Transfers to Proprietary IRAs (\$)	\$0	\$0	\$0	\$0
Total Roll-Outs (#)	6	13	6	1
Total Roll-Outs (\$)	\$848,964	\$527,167	\$214,429	\$6,000
<b>Total Distributions (#)</b>	<b>61</b>	<b>55</b>	<b>52</b>	<b>21</b>
<b>Total Distributions (\$)</b>	<b>\$1,463,933</b>	<b>\$743,394</b>	<b>\$494,300</b>	<b>\$182,929</b>
Total Hardship Withdrawals Requested (#)	0	0	0	0
Total Hardship Withdrawals Requested (\$)	\$0	\$0	\$0	\$0
Total Hardship Withdrawals Approved (#)	0	0	0	0
Total Hardship Withdrawals Approved (\$)	\$0	\$0	\$0	\$0

<b>401(a) #2</b>	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total Assets (\$)	\$51,726	\$42,728	\$35,734	\$26,373
Total Participant Accounts (#)	40	44	37	32
Total Active Accounts (#)	22	23	18	12
Total Deferrals (\$)	\$20,269	\$19,214	\$14,337	\$10,304
Total Roll-Ins (#)	0	0	0	0
Total Roll-Ins (\$)	\$0	\$0	\$0	\$0
<b>Total Contributions (\$)</b>	<b>\$20,269</b>	<b>\$19,214</b>	<b>\$14,337</b>	<b>\$10,304</b>
Total Accounts in Systematic Distribution (#)	0	0	0	0
Total Systematic Distributions (\$)	\$0	\$0	\$0	\$0
Total Accounts with Lump Sum Distributions (#)	15	15	14	2
Total Lump Sum Distributions (\$)	\$11,542	\$12,240	\$4,906	\$71
Total Annuity Purchases (#)	N/A	N/A	N/A	N/A
Total Annuity Purchases (\$)	N/A	N/A	N/A	N/A
Total Transfers to Proprietary IRAs (#)	0	0	0	0
Total Transfers to Proprietary IRAs (\$)	\$0	\$0	\$0	\$0
Total Roll-Outs (#)	4	1	0	0
Total Roll-Outs (\$)	\$8,280	\$982	\$0	\$0
<b>Total Distributions (#)</b>	<b>15</b>	<b>15</b>	<b>14</b>	<b>2</b>
<b>Total Distributions (\$)</b>	<b>\$11,542</b>	<b>\$12,240</b>	<b>\$4,906</b>	<b>\$71</b>
Total Hardship Withdrawals Requested (#)	0	0	0	0
Total Hardship Withdrawals Requested (\$)	\$0	\$0	\$0	\$0
Total Hardship Withdrawals Approved (#)	0	0	0	0
Total Hardship Withdrawals Approved (\$)	\$0	\$0	\$0	\$0

<b>RHS Plan</b>	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total Assets (\$)	\$27,937,337	\$23,918,614	\$20,254,304	\$16,248,708
Total Participant Accounts (#)	903	853	770	678
Total Active Accounts (#)	465	446	412	360
Total Deferrals (\$)	\$1,854,172	\$1,782,408	\$1,717,999	\$1,505,658
Total Roll-Ins (#)	1	0	0	0
Total Roll-Ins (\$)	\$1,774	\$0	\$0	\$0
<b>Total Contributions (\$)</b>	<b>\$1,855,946</b>	<b>\$1,782,408</b>	<b>\$1,717,999</b>	<b>\$1,505,658</b>
Total Accounts in Systematic Distribution (#)	0	0	0	0
Total Systematic Distributions (\$)	\$0	\$0	\$0	\$0
Total Accounts with Lump Sum Distributions (#)	1	0	0	22
Total Lump Sum Distributions (\$)	\$23,680	\$0	\$0	\$9,599
Total Annuity Purchases (#)	N/A	N/A	N/A	N/A
Total Annuity Purchases (\$)	N/A	N/A	N/A	N/A
Total Transfers to Proprietary IRAs (#)	0	0	0	0
Total Transfers to Proprietary IRAs (\$)	\$0	\$0	\$0	\$0
Total Roll-Outs (#)	0	0	0	22
Total Roll-Outs (\$)	\$0	\$0	\$0	\$9,599
<b>Total Distributions (#)</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>22</b>
<b>Total Distributions (\$)</b>	<b>\$23,680</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,599</b>
Total Hardship Withdrawals Requested (#)	0	0	0	0
Total Hardship Withdrawals Requested (\$)	\$0	\$0	\$0	\$0
Total Hardship Withdrawals Approved (#)	0	0	0	0
Total Hardship Withdrawals Approved (\$)	\$0	\$0	\$0	\$0

<b>EIP</b>	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total Assets (\$)	\$5,763,469	\$5,058,018	\$4,461,034	\$3,833,882
Total Participant Accounts (#)	1	1	1	1
Total Active Accounts (#)	1	1	1	1
Total Deferrals (\$)	\$510,000	\$680,000	\$189,840	(\$182,520)
Total Roll-Ins (#)	0	0	0	0
Total Roll-Ins (\$)	\$0	\$0	\$0	\$0
<b>Total Contributions (\$)</b>	<b>\$510,000</b>	<b>\$680,000</b>	<b>\$189,840</b>	<b>(\$182,520)</b>
Total Accounts in Systematic Distribution (#)	0	0	0	0
Total Systematic Distributions (\$)	\$0	\$0	\$0	\$0
Total Accounts with Lump Sum Distributions (#)	15	11	1	0
Total Lump Sum Distributions (\$)	\$440,800	\$413,920	\$34,560	\$0
Total Annuity Purchases (#)	N/A	N/A	N/A	N/A
Total Annuity Purchases (\$)	N/A	N/A	N/A	N/A
Total Transfers to Proprietary IRAs (#)	0	0	0	0
Total Transfers to Proprietary IRAs (\$)	\$0	\$0	\$0	\$0
Total Roll-Outs (#)	15	11	1	0
Total Roll-Outs (\$)	\$440,800	\$413,920	\$34,560	\$0
<b>Total Distributions (#)</b>	<b>15</b>	<b>11</b>	<b>1</b>	<b>0</b>
<b>Total Distributions (\$)</b>	<b>\$440,800</b>	<b>\$413,920</b>	<b>\$34,560</b>	<b>\$0</b>
Total Hardship Withdrawals Requested (#)	0	0	0	0
Total Hardship Withdrawals Requested (\$)	\$0	\$0	\$0	\$0
Total Hardship Withdrawals Approved (#)	0	0	0	0
Total Hardship Withdrawals Approved (\$)	\$0	\$0	\$0	\$0

As of December 31, 2025, there were 92 accounts utilizing the Morningstar managed account feature representing approximately \$10 million in assets, and there were roughly 170 participants in the 457(b) plan utilizing the Roth feature representing about \$3.4 million in assets.

#### **MANAGED ACCOUNT SERVICE:**

	<b>401(a)</b>	<b>457(b)</b>	<b>RHS</b>	<b>EIP</b>
<b>Managed Account Provider</b>	MorningStar	MorningStar	N/A	N/A

<b>Total Participants (#)</b>	43	49	N/A	N/A
<b>Total (\$)</b>	\$2,699,909	\$7,749,262	N/A	N/A

### WITHDRAWAL OR EARLY TERMINATION PROVISIONS:

If the City terminates the MissionSquare PLUS Fund (currently with \$9.5 million in assets), any liquidation is subject to a put period up to 12 months. The 12-month advance notice was delivered to MissionSquare on or around February 4, 2026.

### PLAN LOANS:

	401(a)	457(b)	RHS	EIP
<b>Total dollar amount of outstanding loans</b>	\$308,319	\$1,092,536	N/A	N/A
<b>Total # of outstanding loans</b>	39	80	N/A	N/A
<b>Total # of participants with outstanding loans</b>	39	80	N/A	N/A
<b>Total # of loans in default</b>	0	0	N/A	N/A
<b>Total dollar amount of loans in default</b>	\$0	\$0	N/A	N/A

### SELF DIRECTED BROKERAGE OPTION:

Self-directed brokerage is not currently offered in any of the plans.

### PARTICIPANT EDUCATION:

	2025	2024	2023
Number of on-site participant consultation meeting days	10	12	5
Number of virtual participant consultation meeting days	10	12	4
Number of on-site group education meetings	2	3	0
Number of virtual group education meetings	40	40	40
Number of on-site participant consultations	76	149	62
Number of virtual participant consultations	131	202	59

## INVESTMENT ALLOCATION INFORMATION

Tables providing a breakdown for all of the assets in the Plans as of December 31, 2025 are provided (see Attachment A) with this RFP. Note that there are five sheets in Attachment A with each sheet representing one plan.

Although the Plans do not currently offer self-directed brokerage accounts, the Committee regularly evaluates plan features and may decide to add them in the future. Therefore, there are questions related to self-directed brokerage accounts within this RFP.

Lastly, the City has a Retirement Plan Committee that carries out the fiduciary duties and has discretionary authority over the administration of the Plans. The Committee will continue to monitor and evaluate the Plans on an ongoing basis through regular meetings, and it is expected that record keeper representatives attend these review meetings.

## IV. TIMELINE

The City plans to adhere to, but reserves the right to change, the following schedule:

RFP issue date:	May 6, 2026
Questions and clarifications from Proposing Firms due:	May 19, 2026
Response to questions and clarifications:	May 27, 2026
Proposal due date:	June 5, 2026
In-person finalist interviews:	September 3, 2026

## QUESTIONS AND CLARIFICATIONS

If any Proposing Firm contemplating submitting a proposal for the items or services listed herein is in doubt as to the true meaning of any part of this RFP, it may email its questions and/or requests for clarification to the City Consultant, Vincent Galindo of the Fiduciary Consulting Group, at [vincent.galindo@morganstanley.com](mailto:vincent.galindo@morganstanley.com). This also includes requests to waive or otherwise modify minimum qualifications. The deadline for receiving requests for interpretation and questions related to this RFP is May 19, 2026 at 5:00 p.m. Pacific Time. Interpretations, clarifications, modifications, and/or supplemental instructions will be emailed to those Proposing Firms that have been recorded as receiving the RFP document directly from the City Consultant. In addition, the interpretations, clarifications, modifications, and/or supplemental instructions will be posted by the City. The date for answering questions is on or around May 27, 2026.

## SUBMISSION

Proposals must be received on or before June 5, 2026 at 5:00 p.m. Pacific Time. Submit an electronic version of the proposal to the City Consultant at the following two email addresses:

- [vincent.galindo@morganstanley.com](mailto:vincent.galindo@morganstanley.com); and
- [matthew.macdonald@morganstanley.com](mailto:matthew.macdonald@morganstanley.com).

Please be sure to provide the Questionnaire portion in Word format and include the entire Exhibit Folder in electronic form with titles of each document matching the content. Do not provide links

to document within your submission. It is each Proposing Firm's responsibility to ensure that its proposal is received prior to the stated closing time.

Proposals must include the following, submitted as ordered below. If your proposal does not include all of the below items, it may be deemed non-responsive.

**Cover Letter.** The cover letter must acknowledge that the Proposing Firm meets or agrees to the Minimum Qualifications stated below and has the ability to provide the requested services in the manner specified herein. It should be signed by an individual with authority to bind the Proposing Firm to the terms quoted in the RFP response.

**Questionnaire.** Respond to all questions and requests listed in the Questionnaire section of the RFP. This response must be in Microsoft Word. Your response should use Aptos font size 12 pt. Do not include any attachments, graphics or exhibits not specifically requested.

**Exhibit Folder.** There are numerous questions in the RFP Questionnaire that require a description and/or samples to be provided in a separate Proposing Firm Exhibit Folder.

Responses to this RFP (within your response and any enhancements thereafter) and any other material submitted by the successful Proposing Firm shall be construed as one proposal and may be incorporated into the contract between the City and the Proposing Firm.

## **DESIGNATED POINT OF CONTACT**

All communications regarding this RFP shall be with the Designated Point of Contact, and Proposing Firms are prohibited from contacting anyone, including the City staff and/or Committee members. Any unauthorized contact related to this RFP is not permitted. For purposes of addressing questions or clarifications concerning this RFP, the Designated Point of Contact will be the Committee's Consultant at the Fiduciary Consulting Group as noted above. Contacting City staff with questions or for information related to this RFP may disqualify your firm from consideration.

## **V. MINIMUM QUALIFICATIONS**

The City requires each Proposing Firm responding to this RFP to certify that it meets or agrees to the following criteria:

1. The Proposing Firm must have a minimum of ten (10) years of experience administering governmental Section 457 deferred compensation plans and must currently provide sole-provider administration to a minimum of five (5) Section 457 deferred compensation retirement plans with an asset size of at least \$250 million in each.
2. Any contract must stipulate that there will be no front-end charges and/or no back-end charges. In addition, there will be no restrictions or penalties associated with any Plan- or participant-initiated transfers or withdrawals (including contract termination), with the exception of capital preservation (stable value and/or Fixed or General Account) equity wash and/or put provisions, and/or mutual fund specific short-term trading fees.

3. The Proposing Firm must accurately and fully disclose all expenses and revenue associated with any service made available under the Plan(s). This includes services such as managed accounts, investment advice, financial planning and/or self-directed brokerage accounts.
4. The Proposing Firm must agree, under contract, not to sell and/or promote products not directly affiliated with the Plan(s) unless given specific, written authorization by the Committee to do so.
5. Upon award of the contract, the selected Proposing Firm must be duly qualified to do business in the State of California.
6. Each Proposer must have knowledge of and comply with all applicable California and federal regulations regarding governmental retirement plans and investment options. All laws of the State of California, whether substantive or procedural, shall apply to this contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts shall be followed with respect to this contract.
7. The Proposing Firm must be willing to have representatives attend Committee meetings in person as required.
8. Your firm must provide all services under one contract. As part of this formal RFP process, the City can contract with only one vendor to deliver fully bundled services as outlined in the scope. This means an integrated solution (advice, administering the retiree health program, etc.) from an agreement standpoint. There is an exception for annuity contracts (for general account products, lifetime income products, etc.) and/or directed trustee services as part of the scope.

It is assumed that, by submitting a response to this RFP, your organization will conform to the Minimum Qualifications and specifications in every way (unless specifically adjusted/waived per written addendum). Any questions or concerns related to Minimum Qualifications should be submitted following the instructions outlined in the Questions and Clarifications Section above. Proposing Firms must clearly indicate any requests for additions, modifications, or deletions as part of this process. The City will respond to such submittals but does not guarantee any waiving of these minimum requirements.

## **VI. EVALUATION PROCESS**

The Committee, with the assistance of the City Consultant, will review all proposals and evaluate all responses received in good order. Clarifications and/or additional information may be requested from Proposing Firms if needed for evaluation purposes. A selection may be made based on any combination of the Questionnaire evaluation criteria, references, and/or interviews. The City is under no obligation to accept the lowest-priced and/or the highest-ranked proposal and reserves the right to further negotiate services and costs any time prior to the execution of any contract. The City may also request changes to products, service models and/or pricing during this process.

The Committee and the City Consultant will focus on the primary goals of this RFP and use the seven distinct sections listed within the Questionnaire section of this document. In weighing these seven sections (see scoring section below), the Committee may come up with a list of firms that will make it to the next level.

The Committee will generally use the following scoring matrix in its evaluation of responsive proposals:

<b>Firm Strength, Experience, and Qualifications</b>	10 points
<b>Record Keeping and Data Security</b>	15 points
<b>Participant Education Services</b>	25 points
<b>Plan Sponsor Services</b>	15 points
<b>Proprietary Investment Characteristics</b>	10 points
<b>Transition</b>	5 points
<b>Fees and Expenses</b>	20 points
<b>TOTAL</b>	100 points

**INTERVIEWS:**

The City may require interviews with a select list of Proposing Firms. If interviews are held, they will take place in Elk Grove, California and are scheduled for September 3, 2026. Failure to participate in the interview process may result in a Proposing Firm’s disqualification from further consideration. The Committee may also select the apparent successful Proposing Firm without conducting interviews.

**REFERENCES:**

The Committee may also check the references of all Proposing Firms. References will not be scored but may be used to validate finalist Proposing Firm’s abilities to provide the required services.

**NOTICE OF RECOMMENDED AWARD:**

The Committee will select the Proposing Firm deemed to be most beneficial to the Plan(s) and participants based on the overall evaluation of the proposals (written proposal response, references and/or interviews). Final award will depend upon the negotiation and execution of an acceptable contract and may be subject to further approval. The selected Proposing Firm and all other persons who submitted proposals will be notified of the selection when appropriate.

**ACTION UPON FAILURE TO EXECUTE A CONTRACT:**

In the event that a contract cannot be negotiated with the highest ranked Proposing Firm(s), negotiations will be discontinued and the Committee will start contract negotiations with the next highest ranked Proposing Firm. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

**VII. OTHER ITEMS**

**ADDENDA AND INTERPRETATIONS**

The City may make changes to this RFP solicitation. Any interpretation or correction of the City specifications will be made only by addendum, duly issued by the City representative(s) and/or the City Consultant as identified above. Copies of such addenda will be emailed to those Proposing

Firms that have been recorded as receiving the RFP document directly from the City's Consultant. Oral or other interpretations, clarifications, or submittal instructions will be without legal effect. Proposing Firms shall not be allowed to take advantage of any errors in or omissions from the RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City in a timely manner.

## **COST OF PREPARING A PROPOSAL**

Proposing Firms are solely responsible for all costs incurred in the submission or presentation of its proposal or in undertaking any necessary study for its preparation.

## **PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of one-hundred and fifty (150) calendar days from the Proposal Submission Date.

## **PUBLIC DISCLOSURE**

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposing Firms that are submitted as part of the proposal will become the exclusive property of the City when received and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The City will not disclose proprietary information to the public, unless required by law. However, the City cannot guarantee that such information will be held confidential.

## **RESERVED RIGHTS**

The City reserves the right to:

- Reject any or all proposals not in compliance with all public procedures and requirements;
- Reject any proposal not meeting the specifications of this RFP;
- Waive any or all irregularities in proposals submitted;
- Reject all proposals;
- Negotiate services and cost within the scope of this RFP with the highest ranked Proposing Firm. In the event the City is unable to negotiate a contract with the highest ranked Proposing Firm, to commence contract negotiations with the next highest ranked Proposing Firm and to continue this process until a contract is executed;
- Cancel this RFP at any time, for any reason;
- Award any or all parts of any proposal; and
- Request references and other data to determine responsiveness.

## **Register with the California Secretary of State**

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>

## **CONTRACT PERIOD**

The contract term will be negotiated at the conclusion of this RFP process. Proposing Firms will be given opportunities in their response to this RFP to provide pricing information related to different term structures. The City reserves the right to sign any document necessary to protect prices, delivery schedules, interest rates and/or any other critical factor contained in the response to this RFP. No action will be binding on the City until a contract has been executed by all applicable parties.

## **VIII. QUESTIONNAIRE**

Responses are to be kept clear and concise. Questions that are marked with a (Yes/No) response require an explanation only if requested. If no explanation is requested, these questions will be recorded as a Yes/No response, and no consideration will be given to an explanation. For questions that do require an explanation, please be succinct in your response and limit any description to the primary and most important aspects related to the specific question/request. In some cases, the questions include a table that requires completion. Proposing Firms may create their own table that replicates the table in the RFP document, though the information should match the RFP sample table provided. You can expand rows as needed. Reprint each question/request such that it precedes your written response with the full question label (letter and number). For the items that request responses to multiple questions, separately space or separately bullet the responses to each question. There are also questions in the RFP Questionnaire that require a description and/or samples to be provided in a separate Proposing Firm Exhibit Folder. Please pay particular attention to these questions and provide the requested information in a separate Exhibit Folder accordingly. Again, do not include any exhibits that were not specifically requested in the RFP.

For the items that request responses to multiple questions, separately space or separately bullet the responses to each question. Where there is a reference to 2025 (or other years), please list data points as of December 31 of year stated except for 2026. In addition, where there is a reference to retiree health plan below, we are looking for your solution whether it is a health reimbursement account (HRA), voluntary employees' beneficiary association (VEBA), section 115 trust, or other similar types of healthcare trusts. Further, when questions ask about your firm's ability to implement a Plan feature, we are not only asking can your firm do it, but also will your firm do it for the City and its Plans.

Lastly, it is assumed that the Proposing Firm will use the City's template professional services agreement. Samples are included as Attachment B and Attachment C in Microsoft Word. Please make any proposed edits in the red-lined 'track changes' feature and include a copy in the Exhibit Folder and label it Exhibit13.

Responses should assume all plans, all assets, and all participant accounts will be serviced by the Proposing Firm.

Provide a single contact for all matters related to this RFP.

<b>Name:</b>	
<b>Company:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>City, State:</b>	
<b>Phone:</b>	
<b>E-mail:</b>	

## A. FIRM STRENGTH, EXPERIENCE AND QUALIFICATIONS

A1. Complete the chart indicating the year you were founded and began offering administration services.

<b>Firm was founded:</b>	
<b>457 public sector plans:</b>	
<b>Retiree health (HRA, VEBA, etc.) plans:</b>	

A2. Complete the chart describing your business.

<b>Public or privately held:</b>	
<b>Parent location:</b>	
<b>Business structure:</b>	
<b>Parent company name:</b>	
<b>Number of subsidiaries:</b>	

A3. Complete the following chart showing total company revenue and retirement plan services revenue.

Year	Total Company Revenue (\$)	Retirement Plan Services Revenue (\$)
2025		
2024		
2023		
2022		

A4. List your insurance policies and limits applicable to the solicitation.

Policy Type	Policy Limit	Deductible	Underwriter
Errors & Omissions			
Directors & Officers			
General Liability			
Financial Instl. Bond			
Cyber Security			
Workers' Compensation			
Auto			

A5. Has your organization ever filed for bankruptcy or otherwise become insolvent? (Yes/No)

	Yes/No	Date
Bankruptcy		
Insolvent		

A6. Has your organization ever breached a financial covenant on a loan or other liability? (Yes/No)

	Yes/No	Date
Covenant/Liability		

**A7.** If your organization or parent company has a credit rating, provide your ratings from the organizations listed below. For insurance companies, include the financial strength rating, as well as your counterparty credit rating. If rated by some other service, provide the organization name and rating. If your company and/or subsidiary unit is rated by an outside agency, provide only the most recent rating agency report and label it **Exhibit 1**.

Rating Organization	Financial Rating	Financial Strength Rating	Counterparty Credit Rating	Date of Last Rating
Fitch:				
Moody's:				
S&P:				
Other:				

**A8.** Provide the following key financial information for your company for the last two years.

Financial Metrics	2025	2024
Total Revenue:		
Net Income:		

**A9.** Has your parent company, organization or any of your local service representatives assigned to this account been cited, reprimanded or penalized by any regulatory agency within the past ten (10) years? (Yes/No) If yes, briefly describe.

Company/Individual Name(s)	Year	Regulatory Agency	Violation

**A10.** Has any subcontractor that would be part of the service delivery to this account been cited, reprimanded or penalized by any regulatory agency within the past ten (10) years? (Yes/No) If yes, briefly describe.

Contractor/Individual Name(s)	Year	Regulatory Agency	Violation

**A11.** Complete the following table with total number of employees represented by each:

Total Number of employees (#)	2025	2024	2023	2022
Firm employees:				
Working on DC plans:				
Solely serving public sector plans:				

**A12.** Complete the following table regarding plan usage for each as of December 31, 2025.

Total assets invested in the Firm's proprietary investment products by DC plans for which you provide recordkeeping:	
Total assets invested in non-proprietary investment products within DC plans for which you record keep:	
Total assets invested in the Firm's Managed Account Program:	
% of governmental plans using managed accounts:	

<b>% of governmental participants using managed accounts:</b>	
<b>Average govt. participant utilization rate as a % for those plans offering managed accounts:</b>	

**A13.** Complete the following tables for **public sector retirement plan clients** you recordkept (2026 data as of March 31).

Total Assets (\$)	2026	2025	2024	2023	2022
All Defined Contribution					
457					
401(a)					
Retiree health plans					

Total Participants (#)	2026	2025	2024	2023	2022
All Defined Contribution					
457					
401(a)					
Retiree health plans					

**A14.** Complete the following tables for **public sector 457 DC retirement plan participants** you recordkept.

as of March 31, 2026	Total # of Plans	Total \$ Plan Assets	# of Sole-Provider Plans
Under 500 participants:			
501 to 2,500 participants:			
Over 2,500 participants:			
TOTAL			

as of March 31, 2026	Total # of Plans	Total \$ Plan Assets	# of Sole Provider Plans
Under \$100 million:			
\$101 million to \$500 million:			
Over \$500 million:			
TOTAL			

**A15.** Complete the following tables for **public sector 401(a) DC retirement plan participants** you recordkept.

as of March 31, 2026	Total # of Plans	Total \$ Plan Assets	# of Sole-Provider Plans
Under 500 participants:			
501 to 2,500 participants:			
Over 2,500 participants:			
TOTAL			

as of March 31, 2026	Total # of Plans	Total \$ Plan Assets	# of Sole Provider Plans
Under \$100 million:			
\$101 million to \$500 million:			
Over \$500 million:			
TOTAL			

**A16.** Complete the following tables for **retiree health plans** you recordkept.

as of March 31, 2026	Total # of Plans	Total \$ Plan Assets	# of Sole- Provider Plans
Under 500 participants:			
501 to 2,500 participants:			
Over 2,500 participants:			
<b>TOTAL</b>			

as of March 31, 2026	Total # of Plans	Total \$ Plan Assets	# of Sole Provider Plans
Under \$100 million:			
\$101 million to \$500 million:			
Over \$500 million:			
<b>TOTAL</b>			

**A17.** Complete the following table regarding the number of public sector defined contribution retirement plans (irrespective of entity type) you have won/lost. This response should include cases in which you elected not to re-bid and should not include cases in which you were retained with no meaningful growth in assets upon retention.

Clients Won	2025	2024	2023	2022
Under \$100 million:				
\$101 million to \$500 million:				
Over \$500 million:				
<b>Total</b>				

Clients Lost	2025	2024	2023	2022
Under \$100 million:				
\$101 million to \$500 million:				
Over \$500 million:				
<b>Total</b>				

**A18.** Briefly describe your organization's commitment to quality and your philosophy/approach to client services.

**A19.** Briefly describe how you monitor both Committee and participant satisfaction.

**A20.** How frequently do you conduct client satisfaction surveys at the Committee's level?

**A21.** Does your firm provide training at the Committee level? (Yes/No) If yes, please briefly describe your educational efforts, strategy and/or campaigns designed specifically for Committee members assigned to work on the Plans.

**A22.** Provide sample plan activity reports and include it in the Exhibit Folder and label it **Exhibit 2**.

**A23.** Indicate which administrative functions the Committee may outsource, assuming they make use of all your administrative services and authorize your Firm to make approvals or otherwise perform.

	Will your firm perform this function? (Yes/No)	Once authorized, will your firm carry out this function without further Committee involvement? (Yes/No)
Qualified Domestic Relations Order (QDRO) Review		
QDRO Approval		
Emergency Distribution Review		
Emergency Distribution Approval		
Beneficiary Change Processing		
Term Distribution Processing		
Minimum Required Distribution Processing		
De minimis Distribution Processing		
Plan Document Review/Update		
New Participant Loan Applications and Approval		

- A24.** Briefly describe any other administrative outsourcing services, not yet noted, that your firm would make available to the Committee.
- A25.** Describe when and how the Committee and participants would be notified of loan default status, either while in service or post-separation. Be sure to include an explanation of what assistance you require from the Committee in this regard.
- A26.** Describe your Firm's participant loan administration processes and capabilities, including how a participant would apply for a loan and how the deduction information would be transmitted to the City.
- A27.** Do you need the City to specifically identify whether a retirement plan participant is making regular contributions, pre-retirement catch-up contributions, and/or age 50+ catch-up contributions? (Yes/No for each contribution type)
- A28.** Does your Firm provide a plan sponsor newsletter? (Yes/No) If yes, provide a copy of the two most recent editions of this newsletter. Include these in the Exhibit Folder and label it **Exhibit 3**.
- A29.** As a requirement to contracting with the City, will you commit in writing to specifically disclosing all revenues received from the investment options and services you offer to the Committee? (Yes/No)
- A30.** Summarize the scope and length of experience with retiree health plans or other types of healthcare trusts and the unique features or services your firm will offer in relation to this type of plan.
- A31.** Explain the services your firm can provide in relation to maintaining a retiree health plan for the City. Will your firm complete all necessary IRS filings, reporting, etc., or will that activity be the City's responsibility?

- A32.** Describe the trust design features as to eligible reimbursable expenses or trust distributions for employees and their qualified dependents and beneficiaries related to the retiree health plan.
- A33.** Will you provide legal assistance and compliance to assure the trust operates in compliance with current and future Internal Revenue Code regulations for the City’s retiree health plan?
- A34.** Please provide information as to the legal basis/construct and structure for the retiree health plan trust administered by your firm.
- A35.** Describe funding options available on both a mandatory and voluntary basis, the tax status of such funding options, and whether there are any contribution limits for the retiree health plan.
- A36.** If your firm administers or otherwise oversees the retiree health plan, will you provide direct record keeping or will it partner with a third party to provide record keeping services? If it partners with a third party, will the City have to contract separately with that third party?
- A37.** Are there any outside contractors or other vendors that would provide services to the retirement plans and/or retiree health plan? (Yes/No) If yes, briefly describe.
- A38.** Does your organization have any affiliations with, or endorsements from, any public or private organizations and/or industry groups, etc.? (Yes/No) If yes, describe the relationship, and include a description of whether or not it is a monetary relationship.

Organization Name	Monetary Relationship (Y/N)	Amount of Contribution	Length of Relationship

## B. RECORD KEEPING AND DATA SECURITY

B1. Complete the table below regarding your record keeping system:

	Response
Is your record keeping system proprietary? (Yes/No):	
Used since:	
Number of participants on the system:	
Number of plans on the system:	
What is the structure of your system?	

- B2. How often is the record keeping system subject to independent review?
- B3. Provide copies of the Firm’s System and Organization Controls reports or its more contemporary equivalent (such as a Statement on Standards for Attestation Engagements (SSAE) 18 report or SOC 1 and SOC 2 audit reports) for the last two years. Include copies in the Exhibit Folder and label it **Exhibit 4**.
- B4. Provide control objective results from your most recent system audit if different from above, including number of exceptions or deviations noted. Include a copy in the Exhibit Folder and label it **Exhibit 5**.
- B5. Will you provide access, with reasonable notice, to parties authorized by the City for the purpose of performing any audit or reviews that are deemed necessary? (Yes/No)
- B6. Are there particular file formats that must be utilized when submitting payroll contributions and loan deduction data to your firm? (Yes/No) List the formats and/or protocols.
- B7. What is the daily deadline time in the City’s time zone for you to receive the contribution file and funds and complete the investment of those contributions into the appropriate fund(s) on the same business day?
- B8. As it relates to your record keeping system, what is the timeframe for participants to report errors after discovery to be corrected?
- B9. Will you agree to make participants and/or the Plans whole for any and all record keeping and/or administrative errors within your control and is there any limit? (Yes/No) Briefly describe.

Make participants/Plan whole for errors (Y/N)	
Dollar limit	
Time limit	

- B10. Can your firm tier the investment menu (meaning break up the core menu into sections with asset allocation funds in one tier and the core menu in another) on paper forms? Can your firm tier the investment menu on the website/mobile? If yes, briefly describe.

- B11.** Can your firm match the investment menus exactly across all Plans? If no, briefly describe.
- B12.** Does your firm offer a Roth 457 account deferral feature? (Yes/No) If no, describe your planned time-table for offering this feature.
- B13.** Does your Firm offer a Roth 457 in-service account conversion feature? (Yes/No) If no, describe your planned time-table for offering this feature.
- B14.** If a participant is contributing to both traditional pre-tax and Roth after-tax, do their future investment allocations have to be the same or can they choose a different investment allocation for each (traditional versus Roth)? Explain which.
- B15.** If a participant has an existing balance in both traditional pre-tax and Roth after-tax, do their existing investment allocations have to be the same or can they choose a different investment allocation for each (traditional versus Roth)? Explain which.
- B16.** If a participant has an existing balance in both traditional pre-tax and Roth after-tax, can a participant customize their distributions from specific sources (traditional versus Roth) or does any distribution need to be pro rata across both sources? Explain which.
- B17.** Once your Firm receives a participant distribution or rollover request, how long does it take, in business days, for a check to be mailed out?
- B18.** Once your firm receives a participant distribution or rollover request, how long does it take, in business days, for an electronic payment to be made to the participant's outside account?
- B19.** Can Plan participants select their own periodic payment distribution dates? (Yes/No)
- B20.** Can this date be changed at a later date? (Yes/No)
- B21.** Can Plan participants specify a specific fund for any distribution? (Yes/No)
- B22.** For the retiree health plan, can you accommodate automatic reimbursement of monthly retiree insurance premiums to participants versus requiring them to file regular claims (such as monthly)? (Yes/No)
- B23.** How frequently can you accept City contribution deposits into participants' retiree health plan accounts?
- B24.** How soon after the receipt of funds will contributions be credited?
- B25.** What is your standard process and timeframe for delivering reimbursement payments to retiree health plan participants?
- B26.** Can your firm provide debit cards for retiree health plan participants to use when using retiree health plan funds to purchase approved medical products and services?
- B27.** Can the retiree health plan charge an additional administrative fee that the Committee can use for plan-related expenses? If so, can the additional administrative fee be in the form of an asset-based fee (percentage) or a per-account fee (dollar)?

- B28.** Describe the integration of the retirement plans with the retiree health plan. In other words, if I am a participant in both and log on to your site, is my retiree health plan account integrated with my retirement plan account, or do I need to log on to another provider's site?
- B29.** Describe the integration of the retiree health plan site if not bundled. In other words, if I am a participant in the retiree health plan, and I have to use an outside party's site, can I do all transactions on that site or do I need to go to different sites with different log ins (say, one site to change investments and yet another different site to review claims)?
- B30.** If your firm administers or otherwise partners with another firm to oversee the retiree health plan, can the investment option menu mirror the retirement plan menu exactly?
- B31.** If your firm will provide only a pre-set investment menu for the retiree health plan, please provide a list of the investment options offered, with expense ratios, ticker symbols, and any revenue share information. Provide this report in an Excel spreadsheet and include this in the Exhibit Folder as **Exhibit 6**.
- B32.** Do your participant statements show pre-tax and Roth after-tax contributions and/or account balances separately so participants can track these investments separately?
- B33.** Is your firm able to process salary deferrals in the form of both percentages and dollar amounts?
- B34.** Is your firm able to move to paperless enrollment? (Yes/No) If yes, please briefly describe the process and what would be required of the City.
- B35.** Is your firm able to move to paperless statements? (Yes/No) If yes, please briefly describe the process and what would be required of the participant(s).
- B36.** Could paperless statements be a default setting? (Yes/No)
- B37.** For all investment options on your platform, do you have restrictions on the number of trades a participant may make in a month, quarter, and year?
- B38.** Can your organization apply short-term trading restrictions and redemption fees?
- B39.** Is it your practice to apply these restrictions and fees in accordance with the fund company's policies?
- B40.** Are participants notified beforehand if a trade or transfer they are making will have a redemption fee assessed?
- B41.** How many days will it take for you to add or remove a fund from the Plans once you have been given instructions?
- B42.** Are fund additions and deletions subject to any monthly, quarterly, or annual schedule? If yes, define the schedule.
- B43.** Briefly describe any restrictions to adding new funds to your platform.
- B44.** Do you receive compensation from fund companies outside of your revenue share agreements?

**B45.** How many fund companies provide compensation to your Firm that is separate from revenue share?

**B46.** Will you process non-NSCC eligible investment options? If yes, are there any fees for this?

<b>Additional fee if any:</b>	
-------------------------------	--

**B47.** Will your firm allow a participant to transfer assets from a guaranteed minimum withdrawal benefit product to an IRA in the event the product is terminated within the Plan?

**B48.** Do you offer a self-directed brokerage account (SDBA) feature? (Yes/No)

<b>Offer SDBA (Y/N):</b>	
<b>Online brokerage company:</b>	

**B49.** Answer in the following grid as it relates to the SDBA.

	<b>Can be traded? (Yes/No)</b>	<b>Can be restricted? (Yes/No)</b>
<b>Stocks:</b>		
<b>Bonds:</b>		
<b>ETFs:</b>		
<b>Mutual funds:</b>		
<b>Options:</b>		
<b>Other Derivatives:</b>		
<b>Closed-end LPs:</b>		
<b>Crypto currency</b>		
<b>Others (list)</b>		

**B50.** Do you have the ability to restrict the amount of assets a participant is able to hold within the SDBA? (Yes/No)

**B51.** Is there a minimum account balance that must be maintained in the core investment menu in order to maintain a SDBA? (Yes/No) If so, what is the dollar amount or percentage?

**B52.** Briefly discuss the process of moving assets to/from the core account, and any restrictions in trading frequencies or timing that may be imposed in the SDBA.

<b>Asset Transfers: (100 word limit)</b>	
--	--

<b>Restrictions in trading frequency and timing (100 word limit)</b>	
--	--

- B53.** Are participants able to defer directly to the SDBA?
- B54.** Does your self-directed brokerage feature allow participants either a traditional or Roth account choice?
- B55.** Does your self-directed brokerage feature allow participants to have both a traditional and Roth account concurrently?
- B56.** Can participants separately designate the transfer of either pre-tax or Roth after-tax dollars to the SDBA?
- B57.** Will the pre-tax and Roth after-tax contributions and earnings show separately on participant SDBA statements?
- B58.** Briefly describe what information your quarterly statements include regarding specific transactions conducted in the SDBA.
- B59.** Who would provide trustee/custodial services to the Plans? What is the length of your relationship with the trustee/custodial service provider?

<b>Provider name</b>	
<b>Length of relationship</b>	
<b>Is this a proprietary company?</b>	

- B60.** Briefly explain how phone and website passwords are assigned and changed.
- B61.** How is Personally Identifying Information (PII) and other indicative data, including Social Security numbers, protected against fraud/theft (both internal and external threats), and what security protocols are in use to guard against fraud/theft.
- B62.** Briefly describe how indicative data, including Social Security numbers, is protected against fraud/theft (both internal and external threats), and what security protocols are in use to guard against fraud/theft?
- B63.** Briefly describe your data security process. Include a brief description of how access to participant data (current and archived) is controlled and monitored (i.e., who specifically can view participant account data, who can print this data, who can remove this data from your facility either on a laptop, flash drive, CD or as a printed report).
- B64.** How frequently is the security of your data assessed by external parties? State the date of the most recent verification and the party that performed it.
- B65.** Has your firm made any changes to data security recently? (Yes/No) If yes, explain
- B66.** Briefly describe your data back-up process. How often are your systems backed-up?

- B67.** Are your systems backed-up offsite and if so, where are the location(s)?
- B68.** Do you encrypt data in storage and transit? What type of data is encrypted?
- B69.** How many system security breaches has your organization experienced in the last three years? How many were under the current system?
- B70.** Which external vendors and business partners for this procurement would you share participant information with?
- B71.** What participant information do you share with external vendors or business partners?
- B72.** How frequently is the security of your data audited? State the date of the most recent verification and the party that performed it and provide a summary of the assessment outcome.
- B73.** What account security features do you offer to protect participant accounts?

<b>Multi-factor log-in (yes/no)</b>	
<b>Unique (non-SS#) login (yes/no)</b>	
<b>Frequency of password changes</b>	
<b>Minimum password length</b>	

- B74.** If a participant account is breached, do you provide third party account monitoring services? Who is the vendor? What is the length of the service offered?
- B75.** Describe the process your firm goes through in determining who bears the liability in any data security breach and/or whether your firm will make a participant whole in this instance.
- B76.** What is your firm’s policy for reimbursing participants who have lost assets from their plan accounts due to cyber-security events (hacking, etc.) and/or fraudulent activity? Describe any limits on losses that may apply at the participant or Plan level.
- B77.** Where are your customer service center(s) located? List hours of operation in City’s time zone. Note the call center(s) is not to be confused with any proposed local office.

<b>Location</b>	<b>Days of Operation</b>	<b>Hours of Operation</b>

- B78.** Through partnership, subcontracting, and/or outsourcing, do you have any activity centers that provide backroom processing, other Plan transaction activity(ies), or call center activity that are located outside the United States? (Yes/No) If yes, please describe.

**B79.** What securities licenses are your customer service center representatives required to maintain? Provide your answer in the table below.

Licenses	Yes/No
Series 6:	
Series 7:	
Series 63:	
Series 65:	
Series 66:	
Insurance:	
Others (List):	

**B80.** Complete the following table regarding your call center and website.

Call Center/Website Stats	2025	2024	2023
Average call response time (min:sec):			
Average length of calls (min:sec):			
Number of dropped calls:			
% of transactions handled by VRU:			
% of transactions handled by Web:			
% of transactions handled by PSR:			
Call center personnel turnover rate:			

## C. PARTICIPANT EDUCATION SERVICES

- C1.** The City utilizes on-site education for Plan participants through local service representatives. The City would like to continue this service and is very interested in your ideas to optimize the education delivered to their participants (both in-person and virtually). Based on the City’s demographic data and your experience, complete the table below regarding your proposed enrollment/education commitment. This response should be based upon the total days that could be committed to under the services contract. If partial service days are considered in the proposal, the partial service days should not be counted as full days, but rather as their proportional equivalent of each day (for example: two half days equal one full day under the contract).

<b>Proposed annual number of on-site service days in the first year:</b>	
<b>Proposed annual number of on-site service days ongoing (after the first year):</b>	
<b>Proposed annual number of virtual service days in the first year:</b>	
<b>Proposed annual number of virtual service days ongoing (after the first year):</b>	

- C2.** Complete the following for the primary and secondary service representative(s) that would be assigned to the City to directly interact with participants.

	<b>Representative #1</b>	<b>Representative #2</b>
<b>Name:</b>		
<b>Years at Firm:</b>		
<b>Years in industry:</b>		
<b>Location (city, state):</b>		
<b>Total number of client accounts serviced:</b>		
<b>Total assets serviced:</b>		
<b>Total number of participants serviced:</b>		
<b>Highest academic degree achieved and name of educational institution:</b>		
<b>Professional credential(s):</b>		
<b>FINRA/Insurance license(s):</b>		
<b>Typical work schedule (days and hours):</b>		
<b>Contracted turnaround time for returning emails and/or phone calls:</b>		

- C3.** What certifications, licenses, and training are the individuals who provide participant investment advice required to obtain (e.g. Series, 7, 63, 65, insurance licenses, etc.)? Please only state required certifications and distinguish between local (onsite) participant representatives and home office (call center) participant representatives.

	<b>Onsite (Y/N)</b>	<b>Call Center (Y/N)</b>
<b>FINRA Series 7</b>		
<b>FINRA Series 63</b>		
<b>FINRA Series 65</b>		
<b>CFP</b>		
<b>CFA</b>		
<b>Other(s)</b>		

- C4.** Do any of these individuals have any U4, U5, or Disclosure Events listed with FINRA? (Yes/No) If yes, explain.

- C5.** Under this proposed model, what percentage of the City’s employees do you anticipate meeting with in the first two years of the relationship? How do you anticipate meeting with or otherwise reaching the remainder within this time period?
- C6.** Please describe how you work with clients to establish communication/education campaign and strategy.
- C7.** How does your firm define a successful or otherwise effective participant education campaign?
- C8.** Do you regularly survey the effectiveness of your participation education services particular to a single client? If so, do you report those findings to the client and how often? Provide a participant survey example in the Exhibit Folder and label it **Exhibit 7**.
- C9.** How frequently would you propose participant surveys be conducted? How frequently can the City have participant surveys be conducted without incurring additional costs.
- C10.** How do you measure and/or benchmark the impact your communication and education efforts have on participant behavior? Briefly describe your capability to track and report to the Committee and City staff on a quarterly basis the success or effectiveness of various communication and education outreach campaigns.
- C11.** Briefly describe your education strategy or other outreach targeted to terminated employees generally and retired participants specifically.
- C12.** Briefly describe your capability to track and report to clients, on a quarterly basis, the success or effectiveness of various communication and education outreach campaigns
- C13.** If requested, will your firm offer an advice and/or managed account service to Plan participants? (Yes/No) If yes, complete the table below.

	<b>Advice Service</b>	<b>Managed Account Service</b>
<b>Service provider:</b>		
<b>Name of service:</b>		
<b>Used since:</b>		
<b>Total number of public sector participants utilizing service:</b>		
<b>Total number of public sector plans utilizing service:</b>		
<b>Total amount of public sector assets in the service:</b>		
<b>Average participant utilization rate per plan:</b>		

- C14.** Will your firm provide online investment advice with assistance provided by your onsite participant service representative(s)? (Yes/No) For example, the onsite participant service representative would be expected to explain the online advice tool to the participant, perform the data entry, and generate and explain the output of the service in a one-on-one meeting.

- C15.** Could the City choose to exclude the managed account service and offer only advice? (Yes/No)
- C16.** Can your firm offer managed accounts only to a select group of participants (for example, to those under 35 years of age only and/or only to retirees and separated participants)? (Yes/No)
- C17.** Does your firm provide a managed account service that is specifically designed for retirees, including those who are taking distributions? (Yes/No)
- C18.** Does the distribution model used in the managed account service allow for distributions to be paid from a specific investment option (i.e., Stable Value)? (Yes/No)
- C19.** Will the representative(s) assigned to serve City Plan participants provide counseling that includes using the investment advice tool to help participants select an appropriate investment allocation?
- C20.** Will your firm, or the investment advice provider that you are partnered with, assume fiduciary responsibility for the investment advice given to participants? (Yes/No) Will your firm, or the investment advice provider that you are partnered with, assume fiduciary responsibility for the managed account service offered to participants? (Yes/No)
- C21.** What are the benefits of offering participants managed accounts? What are the disadvantages?
- C22.** If your firm will partner with another firm to provide investment advice, internet-based or otherwise, will the City be required to contract separately with that firm? (Yes/No)
- C23.** What is your firm’s definition of a financial plan? Will you offer participants comprehensive financial planning services? (Yes/No)
- C24.** If yes, will you offer participants comprehensive financial planning services through a Certified Financial Planner? (Yes/No) If yes, is this person an employee of your organization?
- C25.** Do any of the individuals who provide financial planning services have any U-4s or Disclosure Events listed with FINRA? (Yes/No)
- C26.** How many of your retirement plan participants (expressed as a percentage of your overall retirement plan participant base) have received a financial plan from your firm?
- C27.** Describe the process of advertising these financial planning services your firm offers to the broad participant base? In what ways can this process (informing participants who may not be aware of this service) be improved?
- C28.** Has your firm ever done surveys or other rankings on the effectiveness of your firm's financial plans? If so, what are the results? Does your firm ever follow up on any implementation of the recommendations?
- C29.** Are you proposing any dedicated financial planning service meeting(s) and/or day(s) as part of your bid?

<b>Number of meetings or days</b>	
-----------------------------------	--

<b>Are days inclusive or exclusive to the participant education days proposed elsewhere</b>	
---	--

- C30.** Describe the physical and personnel resources you will either provide to or need from the City for onsite services such as office space, conference rooms, and/or clerical/administrative support for onsite meeting arrangements as relevant to the services provided.
- C31.** Will the City be able to participate in the selection of the onsite participant service representative(s) assigned to the account? (Yes/No)
- C32.** How would your firm handle a scenario where the City was not satisfied with the participant facing personnel assigned to the account?
- C33.** Complete the table on compensation structure for any employee, certified financial planner, and contractor (including the onsite participant service representatives) of your organization who would meet face-to-face with the participants and whether this compensation is one-time, recurring or varies based on the investments or products chosen by the participant.

	<b>% Fixed Compensation</b>	<b>% Bonus</b>	<b>Employment Status (W-2 Employee or 1099 Contractor to your organization)</b>
<b>Account representative</b>			
<b>Phone representative</b>			
<b>Education representative</b>			
<b>Investment advice representative</b>			
<b>Bonus payment criteria (100 word limit)</b>			

- C34.** Are your onsite participant service representatives, plan sponsor representative, and/or any other employees given incentives to sell the following products or services: online advice, managed accounts, guaranteed minimum withdrawal benefit options, IRA rollover, and/or managed payout options? (Yes/No) Complete the tables below. State additional products or services that apply.

<b>Is any compensation based on the adoption of:</b>	<b>Onsite Participant Rep</b>	<b>Plan Sponsor Rep</b>	<b>Other Employees</b>
<b>Fixed or general account/stable value:</b>			
<b>Managed accounts:</b>			
<b>Guaranteed minimum withdrawal benefit:</b>			
<b>Managed payout options:</b>			
<b>Proprietary mutual funds:</b>			
<b>IRA (either Roth or traditional or Rollover):</b>			
<b>Other products:</b>			

- C35.** Do you offer the following participant services:

	<b>Yes/No</b>
<b>Retirement readiness scores or income gap analysis on statements:</b>	
<b>Retirement readiness scores or income gap analysis on web/landing page:</b>	
<b>Retirement readiness scores or income gap analysis on mobile devices:</b>	

**C36.** Will you provide the Plans with any customized educational materials?

	Yes/No	Description
<b>Website:</b>		
<b>Education booklets:</b>		
<b>Newsletters:</b>		
<b>Mailers:</b>		
<b>Participant statements:</b>		
<b>Mobile applications:</b>		
<b>Participant forms:</b>		
<b>Others:</b>		

**C37.** Does your firm provide educational services to participants through the use of webinars, including interactive webinars?

**C38.** Do participant statements aggregate all account information if the employee were to have multiple plans/accounts with you?

**C39.** What external accounts, not held with your organization, can a participant aggregate into your system?

**C40.** Does your system capture external account information at initial input? (Yes/No) For example, a participant enters initial external account data and upon subsequent log-ins, the external account data populates.

**C41.** Can your system capture and include participant defined benefit plan information, in statements or in a retirement income calculation or gap analysis? (Yes/No)

**C42.** Do participant statements allow for a customized message from the City?

**C43.** Complete the chart regarding information available on participant statements.

PARTICIPANT STATEMENT	Yes/No	PARTICIPANT STATEMENT	Yes/No
<b>Beneficiary designation:</b>		<b>Total assets:</b>	
<b>Quarterly fund performance:</b>		<b>Total Roth assets:</b>	
<b>1-year fund performance:</b>		<b>Total outstanding loan amount:</b>	
<b>3-year fund performance:</b>		<b>Loan repayment detail:</b>	
<b>5-year fund performance:</b>		<b>Cash flow personal rate of return:</b>	
<b>10-year fund performance:</b>		<b>Expense ratios:</b>	
<b>Cash flow for quarter:</b>		<b>Defined benefit assets (if applicable):</b>	
<b>Roth deferrals for quarter:</b>		<b>Projected retirement income:</b>	
<b>Asset allocation:</b>		<b>Retirement readiness score:</b>	

**C44.** Complete the chart regarding information available on participant statements. Fill in the requested number of business days.

<b>How many days after quarter-end are statements mailed?</b>	
<b>How many days after quarter-end until statements are available online?</b>	
<b>How long are statements available?</b>	

- C45.** Provide a sample quarterly participant account statement. Include this in the Exhibit Folder and label it **Exhibit 8.**
- C46.** Can participants print on-demand account statements with self-selected time periods from your website?
- C47.** Complete the following table regarding the information and transaction capabilities available to Plan participants through Phone Service Representatives (“PSR”), Voice Response Unit (“VRU”), Desktop Computer, and Mobile Application. (Yes/No)

<b>Participant Inquiry/Transactions (yes/No)</b>	<b>PSR</b>	<b>VRU</b>	<b>Computer</b>	<b>Mobile App</b>
<b>Total account balance:</b>				
<b>Roth account balance:</b>				
<b>Account balance by fund:</b>				
<b>Roth account balance by fund:</b>				
<b>Investment elections:</b>				
<b>Deferral rate:</b>				
<b>Roth deferral rate:</b>				
<b>Contribution history:</b>				
<b>Transaction history:</b>				
<b>Withdrawal history:</b>				
<b>Loan application:</b>				
<b>Outstanding loan balance:</b>				
<b>Loan history:</b>				
<b>Loan modeling:</b>				
<b>Primary beneficiary designation:</b>				
<b>Secondary beneficiary designation:</b>				
<b>Fund performance:</b>				
<b>Specific investment advice:</b>				
<b>Automatic rebalance:</b>				
<b>Paperless fund to fund transfers:</b>				

<b>Participant Inquiry/Transactions (yes/No)</b>	<b>PSR</b>	<b>VRU</b>	<b>Computer</b>	<b>Mobile App</b>
<b>Paperless future investment election change:</b>				
<b>Paperless enrollment:</b>				
<b>Paperless deferral/Roth deferral change:</b>				
<b>Prospectus request:</b>				
<b>Paperless loan application:</b>				
<b>Paperless term distribution:</b>				
<b>Investment advice online:</b>				
<b>Hardship application and status:</b>				
<b>Account distribution information:</b>				
<b>Projected retirement income:</b>				
<b>Mobile touch ID:</b>	N/A	N/A	N/A	
<b>Mobile text alerts:</b>	N/A	N/A	N/A	
<b>Mobile responsive design:</b>	N/A	N/A	N/A	

**C48.** Except for investment advice/managed account offerings and self-directed brokerage options, are there any outside contractors or other vendors that would provide services to the Plans?

**C49.** Are participants able to enroll and make changes to their accounts by filling out a paper form?

**C50.** Does the City have the ability to create a custom participant message for posting on the web?

**C51.** Does your firm provide for online participant loan applications? (Yes/No) If yes, can the entire process be completed online?

**C52.** Provide a test address and password in the table below for a representative participant website and/or mobile access experience.

	<b>Sample Website</b>	<b>Sample Mobile</b>
<b>Web/Mobile address:</b>		
<b>Log-in:</b>		
<b>Password/security question:</b>		
<b>Expiration date:</b>		

**C53.** Briefly describe any other participant services, not already noted in the proposal, that you would make available to the Plans. Please number each item.

**D. PLAN SPONSOR SERVICES**

**D1.** Complete the table for any person who would work directly with the City on a day-to-day basis, such as a regional field manager(s) or a relationship manager(s). Please exclude participant education representatives.

	Representative #1	Representative #2
<b>Representative's name:</b>		
<b>Years at Firm:</b>		
<b>Years in industry:</b>		
<b>Location (city, state):</b>		
<b>Total number of accounts serviced:</b>		
<b>Total assets serviced:</b>		
<b>Total number of participants serviced:</b>		
<b>University degree(s):</b>		
<b>Professional credential(s):</b>		
<b>FINRA/insurance license(s):</b>		
<b>Work schedule (days and hours):</b>		
<b>Turnaround time for returning emails and phone calls:</b>		

- D2.** Will your firm assign the Plans a relationship manager that will serve as a single point of contact?
- D3.** Would this employee attend in-person quarterly meetings at City offices as requested?
- D4.** Will the City be able to participate in the selection of this relationship manager assigned to the account?
- D5.** How would your Firm handle a scenario where the City was not satisfied with the relationship manager assigned to the account?
- D6.** How frequently do you conduct client satisfaction surveys at the City's level? Are Plan Sponsor surveys done internally or outsourced to a third party? If done internally, who is responsible for conducting the surveys (i.e. relationship manager, etc.)?
- D7.** Complete the table below regarding tasks an authorized City staff member is able to accomplish on behalf of participants. If they are able to accomplish each task, list the format available as well as when any changes become effective.

Task	Yes/No	Format (web, paper, etc.)
<b>Change participant information:</b>		

Task	Yes/No	Format (web, paper, etc.)
Designate date of termination online:		
View deferrals per participant:		
View account balance(s) as of a given date:		
View Plan statements per quarter:		
View YTD contributions per participant:		

D8. Complete the table below regarding reports you can provide to the City.

Report	Frequency	Available in Paper (Y/N)	Available on Website (Y/N)
Participant Loans			
Payroll Contributions			
Plan Statement			
Plan Cash-Flow			
Investment Returns			
Lost Address			
Participant Eligibility			
Admin Allowance Account Transactions			
Fee Disclosure			

D9. To what extent does the Committee have access to raw data/customizable reporting?

D10. Complete the table below to allow access to the demo plan sponsor website.

	Sample Website
Web/Mobile address:	
Log-in:	
Password/security question:	
Expiration date:	

D11. Indicate which administrative functions the City may outsource, assuming they make use of all your administrative services and authorize your Firm to make approvals or otherwise perform. Once authorized, will your firm carry out this function entirely without further City staff involvement?

<b>Administrative Functions</b>	<b>Completely Outsourced (Y/N)</b>	<b>Will You Carry Out Function (Y/N)</b>
<b>Qualified Domestic Relations Order (QDRO) review:</b>		
<b>QDRO approval:</b>		
<b>Emergency distribution review:</b>		
<b>Emergency distribution approval:</b>		
<b>Beneficiary change processing:</b>		
<b>Term distribution processing:</b>		
<b>Minimum required distribution processing:</b>		
<b>De minimis distribution processing:</b>		
<b>Plan Document review/update:</b>		
<b>New participant loan applications and approval:</b>		

**D12.** Complete the table below indicating the information and services you would provide specifically to the City over the Internet.

<b>Services Over the Internet</b>	<b>Yes/No</b>
<b>Report writing capabilities:</b>	
<b>Payroll deferral posting data:</b>	
<b>Participant account balance information:</b>	
<b>Plan account balances by fund:</b>	
<b>Indicative data changes:</b>	
<b>Withdrawal request/status tracking:</b>	
<b>Total outstanding loan balances:</b>	
<b>Total number of loans in default:</b>	

**D13.** Does an individual participant have the ability to make loan repayments after separating from service? If yes, indicate what sources other than payroll deduction are available.

**D14.** Briefly describe your firm’s participant loan administration processes and capabilities, including how a participant would apply for a loan and how the deduction information would be transmitted to the City.

**D15.** Can your firm administer new loans taken out by a former employee (retired or separated) that will make loan repayments via Automated Clearing House (ACH)? (Yes/No) If yes, please provide any relevant details.

**D16.** In the past five years, how many of your firm’s public sector clients experienced participant loan defaults that were not reported to the client and/or participant in a timely fashion, resulting in taxes not being paid in the correct year?

**D17.** Complete the table below regarding the percentage of your firm’s public sector DC plans that offer automatic enrollment, escalation, and/or a Roth deferral feature.

Year	% of Govt DC Plans with Auto Enroll	% of Govt DC Plans with Auto Escalation	% of Govt DC Plans with Roth Deferral
2025			
2024			
2023			
2022			

**D18.** List any other administrative outsourcing services, not yet noted, that your Firm would make available to the City.

**D19.** Can your firm apply the US Department of Labor plan sponsor and participant regulations requiring fee disclosure to the City’s Plans? If yes, please include a sample in the Exhibit Folder and label it **Exhibit 9**.

**D20.** Are you willing to indemnify and hold the City harmless from any legal claims and actions arising out of the educational activities you provide to Plan participants? Briefly explain.

**D21.** Will you provide legal assistance and compliance to assure the Plans operate in compliance with current and future Internal Revenue Code provisions?

**D22.** How will you inform the Committee and City staff of actual or contemplated changes in laws or regulations that would impact the Plans?

**D23.** Will your Firm provide and maintain updated model Plan Documents and Adoption Agreements for the Plans?

**D24.** Does your Firm provide a plan sponsor newsletter?

## E. PROPRIETARY INVESTMENT CHARACTERISTICS

- E1.** Will you require the use of a proprietary investment option to secure enhanced pricing? If yes, please name the product(s), feature, and/or service.

Required Proprietary Product Name(s)

- E2.** Provide the crediting rate formula for any proposed proprietary capital preservation investment option(s) (stable value, general or fixed account, etc.). Illustrate the current rate using this formula and the length of time the rate is guaranteed for the stable value/fixed option. What is the frequency of reset?
- E3.** What is the net crediting rate of the proposed proprietary capital preservation investment option as of March 31, 2026.
- E4.** For this proposed proprietary capital preservation investment option(s), provide historical quarterly and annual investment returns net of management and wrap fee.

Year	1Q	2Q	3Q	4Q	Annualized
2025					
2024					
2023					
2022					
2021					

- E5.** What are the additional rate guarantees for subsequent contract years?
- E6.** Are the returns for the capital preservation option GIPS compliant? Are they audited?
- E7.** For this proprietary product(s), what is the structure or type of investment (general account, separate account, pooled fund, etc.)?
- E8.** Would the rate on the fixed account, general account, stable value, etc. option(s) change as the result of any termination and/or re-bid notice? Please describe.
- E9.** Would any assets in proprietary funds sit on your firm's balance sheet? In other words, would assets be subject to creditors in the event of bankruptcy and/or insolvency of your firm?
- E10.** Provide the market-to-book value ratio (or formulaic equivalent adjustment factor) for the proposed capital preservation investment option(s).

Year	MV:BV Ratio
2026	
2025	
2024	
2023	
2022	

**E11.** For the proposed proprietary capital preservation investment option(s), provide the most recent attribution sheet that shows the current portfolio breakdown by sector along with any and all wrap providers. Include this in the Exhibit Folder and label it **Exhibit 10**.

**E12.** As applicable, provide a list of the fixed/stable value option wrap providers for any proprietary products and indicate whether or not they are currently providing additional wrap capacity.

Wrap Provider Name	Additional Wrap Capacity (Y/N)	S&P Credit Rating	% of Portfolio Wrapped	Wrap Fee (%)

**E13.** Describe the liquidity provisions for the proposed capital preservation investment option(s). Also describe the procedure required to give notice of termination of any and all required proprietary investment products.

<b>Participant Liquidity:</b>	
<b>Plan Sponsor Liquidity:</b>	

**E14.** At the end of the record keeping contract termination where your firm or your capital preservation is not retained, explain the plan level liquidity for each proposed product? Is there a difference if the proprietary fund is terminated mid-contract?

Product	Investment Type*	Book Value Liquidation (Y/N)	Put Period in Months	Market Value Liquidation (Y/N)	Securities In-kind (Y/N)	Any Liquidity Restriction (such as 60-month payout) at Book

\*General Account, Separate Account, Commingled Stable Value, Money Market, etc.

**E15.** If applicable, state the market value adjustment formula that will apply to the proprietary capital preservation product(s) that your firm has proposed under enhanced pricing. Briefly describe as needed.

**E16.** Are there any liquidity restrictions at the participant level on the required proprietary investment option for enhanced pricing? Is there a competing fund restriction, such as a 90-day wash provision? What is considered a competing fund on your record keeping platform?

**E17.** What benchmark is used to evaluate the performance of the proposed capital preservation investment option(s)?

Product(s)	Benchmark

**E18.** Provide a list of non-revenue share stable value/capital preservation products that are available through your investment platform.

Product Name	Expense Ratio	Current Net Credit Rate	Proprietary (Y/N)

**E19.** State the floor rate and contract term for any proposed capital preservation/stable value fund or fixed option.

<b>Product</b>	
<b>Floor Rate</b>	
<b>Contract Term</b>	

<b>Product</b>	
<b>Floor Rate</b>	
<b>Contract Term</b>	

**E20.** For any product that has a put provision, will you allow the City to provide notice of possible liquidation in advance of any formal decision? For example, could the City ask you to begin the put notification period and then elect at a later time to keep the fund prior to any actual liquidation and without any charge to the Plans and participants?

**E21.** For any product that has a put provision, will you allow the City to provide notice of possible liquidation at the start of the relationship and run concurrently with the record keeping mandate?

**E22.** Answer Yes/No in the table below to indicate your firm’s ability to provide record keeping for the City’s options that may include:

Product Name	Yes/No
Non-proprietary Commingled Trust Investment:	
Non-proprietary General Account:	
Non-proprietary Separate Account:	
Non-proprietary Annuity/Guaranteed Retirement Income Products:	

Additional Fee:	
-----------------	--

**E23.** Do you currently offer a guaranteed lifetime withdrawal benefit (“GLWB”) and/or a guaranteed minimum withdrawal benefit (“GMWB”) product?

Product name:	
Investment cost:	
Insurance cost:	
Portable to another record keeper (Y/N):	

**E24.** If you answered “Yes” to the last question above, will you allow other record keepers to record keep your GLWB and/or GMWB product? If yes, please identify the firms that are providing your GLWB and/or GMWB product to defined contribution plans today.

Firms

**E25.** Will your firm record keep the guaranteed minimum withdrawal benefit products provided by other firms? (Yes/No). If yes, please list the GLWB and/or GMWB products of other firms that are available on your platform today.

Product Name and Firm

## F. TRANSITION

F1. Include a one-page transition plan with tasks, specific dates, and responsible parties assuming your contract starts on January 1, 2027. Include this in the Exhibit Folder and label it **Exhibit 11**.

F2. How many retirement plans has your firm transitioned from other providers?

CLIENT TRANSITION	2025	2024	2023	2022
Under \$100 million:				
\$101 million to \$500 million:				
Over \$500 million:				
<b>Total</b>				

F3. How many retirement plans has your Firm transitioned from MissionSquare?

CLIENT TRANSITION	2025	2024	2023	2022
Under \$100 million:				
\$101 million to \$500 million:				
Over \$500 million:				
<b>Total</b>				

F4. How many retiree health plans has your firm transitioned from other providers?

CLIENT TRANSITION	2025	2024	2023	2022
Under \$100 million:				
\$101 million to \$500 million:				
Over \$500 million:				
<b>Total</b>				

F5. How many retiree health plans has your Firm transitioned from MissionSquare?

CLIENT TRANSITION	2025	2024	2023	2022
Under \$100 million:				
\$101 million to \$500 million:				
Over \$500 million:				
<b>Total</b>				

F6. What is the least amount of time needed for you to do a transition? What is the typical amount of time? Is this total or only on your end (pre-transition)?

<b>Least amount of time (# days):</b>	
<b>Typical (# days):</b>	

**F7.** Will you guarantee your stated implementation timeframe? (Yes/No)

**F8.** Will you offer the City a dedicated transition management team? (Yes/No) If yes, briefly describe the team members and their roles in the following table.

<b>Team member</b>	<b>Role</b>	<b># of plans transitioned from MissionSquare in the last five (5) years</b>

**F9.** For the most recent past five transitions of assets and participants you have performed for a governmental 457 plan, what was the longest blackout period? What was the average blackout period?

**F10.** Based on the City’s demographic data and your firm’s experience, complete the table below regarding your proposed onsite education/communication commitment for the transition period. This response should be based upon the total hours and days that could be committed to under the services contract. If partial service days are considered in the proposal, the partial service days should not be counted as full days, but rather as their proportional equivalent of each day (for example: two half days equal one full day under the contract).

<b>Proposed number of transition service hours:</b>	
<b>Proposed number of transition service days:</b>	
<b>Are the hours/days in addition to onsite education commitments noted in Section XX:</b>	

**F11.** Briefly describe how you will handle accounts already in systematic distribution during a Plan transition?

**F12.** Describe your approach to communicating with retired or otherwise separated employees.

**F13.** Briefly describe how emergency distribution requests will be handled during the blackout.

**F14.** How many days do you anticipate the entire blackout period lasting on your system? How many days in total?

<b>Blackout on your system:</b>	
<b>Total blackout days:</b>	

**F15.** Briefly describe any transactions that would be prohibited during this period.

**F16.** How long will participant assets be out of the market during the transition?

<b>Total number of days:</b>	
------------------------------	--

- F17.** Are you able to transfer any of the Plan assets/shares (included those in the SDBA) in-kind?
- F18.** How are fractional shares transferred within the brokerage feature?
- F19.** Provide a sample transition guide/booklet communicating the conversion to participants. Include this in the Exhibit Binder and label it **Exhibit 12**.

## G. FEES AND EXPENSES

- G1.** Complete the table below, showing your firm’s proposed annual asset-based fee for providing record-keeping, administration, participant services, plan sponsor services, and onsite education and counseling for the Plan(s) assuming the use of no proprietary products.

Contract Term	457 Plan	401(a) Plan	Retiree Health Plan	EIP	All Plans Combined
Five years					
Seven years					
Ten years					

- G2.** If your firm is willing to provide enhanced pricing based on the use of any proprietary products or services, such as (but not limited to) a specific stable value/general account option, advisory/managed account services, and/or brokerage option, please state what your annual asset-based fee would be with the use of any such proprietary offerings and state the required product(s) or service(s).

Contract Term	457 Plan	401(a) Plan	Retiree Health Plan	EIP	All Plans Combined
Five years					
Seven years					
Ten years					

- G3.** Would you include the loan amounts and/or assets invested through the SDBA in the calculation of the revenue requirement? (Yes/No) Describe.
- G4.** State which products (general account, SDBA, managed accounts, etc.) are not subject to your revenue requirement, if any. For example, if a participant were 100% invested in a proprietary capital preservation option, would they be subject to the fee?
- G5.** What revenue do you receive from the SDBA option?
- G6.** Would you rebate this revenue received for SDBA assets to the Plans? (Yes/No) If applicable, will your Firm credit revenue received from assets invested in the SDBA back to the participant accounts associated with the SDBA investment? (Yes/No)
- G7.** Are you able to apply a City-imposed administrative fee to all assets including self-directed brokerage? (Yes/No) If no, describe the process for billing SDBA assets in this regard.
- G8.** With regard to financial planning, provide a fee schedule for any related services? Are fees for a financial planning service proposed by your Firm assessed to the entire participant population or only to those who use the service?
- G9.** Provide a fee schedule for the SDBA option. Be sure to include set-up and maintenance fees as well as trading costs.

- G10.** Please provide a fee schedule for your managed account program. Please also indicate whether or not the revenue for the program would apply towards any revenue or pricing requirements.
- G11.** Describe the fee, if any, for providing investment advice, be it through the onsite representative using an online tool, or through the representative using some other program or approach.
- G12.** Provide a list of all other participant-related administration expenses.

<b>SERVICES</b>	<b>Cost of Service</b>
<b>Loan set-up:</b>	
<b>Loan maintenance:</b>	
<b>In-service withdrawals:</b>	
<b>Emergency withdrawals:</b>	
<b>Required minimum distributions:</b>	
<b>QDRO determination:</b>	
<b>QDRO processing:</b>	
<b>Stop payment:</b>	
<b>Replacement 1099-R:</b>	
<b>Wire transfer/EFT:</b>	
<b>Disbursements:</b>	

- G13.** Provide a list of all plan sponsor-related administrative expenses. This would include special reporting charges, legal fees, administrative processing fees, communications fees, and plan document preparation fees (including any fees to maintain, update, and/or ensure compliance of such document with the Internal Revenue Code).

<b>SERVICES</b>	<b>Cost of Service</b>
<b>Plan reporting:</b>	
<b>Plan document preparation:</b>	
<b>Plan document maintenance:</b>	
<b>Identifying population eligible for required minimum distribution:</b>	
<b>Lost participant/bad address search:</b>	
<b>Assistance with audits:</b>	
<b>Custom communications including customization of website:</b>	
<b>Plan-level fund changes:</b>	

SERVICES	Cost of Service
Participant communication/ mailing:	

**G14.** Identify all non-asset based participant and plan sponsor service fees not included above.

ADDITIONAL SERVICES	Cost of Service

**G15.** If the final investment line-up selected were to generate some amount of revenue sharing, will you rebate any and all revenue above the contracted amount? (Yes/No) If yes, when or how frequently would this rebate occur (monthly or quarterly)?

Frequency:	
------------	--

**G16.** If the City were to assess participants either an additional asset-based fee to offset Plan administration-related expenses over your firm’s required fee, will your firm assess this fee on behalf of the Plans and return those collected fees to the Plans as they are collected? (Yes/No) If yes, briefly describe, addressing the frequency of the fee and how it would be calculated and assessed.

**G17.** If these assets (the excess revenue) are held with your firm, what are the City’s options in terms of the setup of the account to hold such assets, and in what investment may the assets be invested? Does this investment option have to be on the core menu? Must it *not* be on the core menu?

Account option(s)	
Investment Choice(s)	

**G18.** Will your Firm hold onto these assets in trust? (Yes/No) Briefly describe how the Plans would access the assets held in this account?

**G19.** Will you provide an account statement report of these assets to the City? (Yes/No) If yes, what is the frequency?

**G20.** Will the statement label all transactions and dates of each transaction? (Yes/No)

**G21.** As a requirement to contract with the City, will you commit in writing to specifically disclosing all revenues received from the investment options and services you offer to the City, including rolling out participant accounts to your firm? (Yes/No)

**G22.** The City currently collects administrative fees utilizing a hybrid structure. Is your firm able to implement a hybrid model where fees are collected on both a per-head basis and an asset-based fee?

(Yes/No) If yes, provide a list of a few clients (preferably local to the City) of your Firm that implement this particular fee collection structure.

**G23.** Is your firm able to implement a minimum fee cap where smaller accounts do not pay an additional administrative tack-on fee? (Yes/No) If yes, provide a list of a few clients (preferably local to the City) of your Firm that implement this particular fee collection structure.

**G24.** Is your firm able to implement a maximum fee cap where larger accounts do not pay an additional administrative tack-on fee once they hit a breakpoint? (Yes/No) If yes, provide a list of a few clients (preferably local to the City) of your Firm that implement this particular fee collection structure.

**G25.** Is your firm able to tier the fee structure? (Yes/No) In other words, participants with account balances of less than \$15,000 would pay one fee while participants with account balances between \$15,000 and \$100,000 would pay another fee. If yes, provide a list of a few clients (preferably local to the City) of your Firm that implement this particular fee collection structure.

**G26.** Complete the following table describing the performance guarantees, if any, you propose. Disclose the dollars you are willing to put at risk for failing to meet the proposed benchmarks. Please be specific. "To be determined" or "mutually agreed to at a later date" are not an acceptable response.

SERVICES	BENCHMARK	AMOUNT AT RISK
	<b>PHONE</b>	
Plan sponsor services response time:		
Participant services response time:		
Return all calls to plan sponsor within:		
Return all calls to participants within:		
	<b>STATEMENTS</b>	
Participant statement mail time:		
Sponsor plan statement mail time:		
Participant online statement posting:		
Sponsor online statement posting:		
	<b>PARTICIPANT SERVICES</b>	
Number of onsite individual meetings:		
Number of onsite group meetings:		
Financial planning services:		
Plan participation rate increases:		
Deferral rate increases:		
	<b>TRANSITION</b>	
Timeline:		

SERVICES	BENCHMARK	AMOUNT AT RISK
Deliverables:		
Onsite meetings:		
	<b>ADMINISTRATION</b>	
Contribution posting:		
Withdrawals processed:		
Emergency withdrawals processed:		
Rollovers/transfers out:		
Loan processing (if applicable):		
	<b>PLAN SPONSOR SERVICES</b>	
Report delivery:		
Training:		
	<b>OVERALL SATISFACTION</b>	
Draft and distribute survey:		
Satisfaction survey score:		

**G27.** Will you agree to provide reports to the City that detail all service performance benchmarks and whether or not they are being met? (Yes/No) If yes, how frequently are the reports available?

**G28.** As it pertains to the performance guarantees referenced above, have you ever had to make payments to any clients for failure to perform on these types of guarantees? (Yes/No) If yes, please state how many times over the last three years such payments have been made.

## H. SAMPLE CONTRACT EXCEPTIONS

If, after reviewing the two sample City contracts provided as Attachment B and Attachment C, your Firm has any proposed exceptions and/or edits, please use the Track Changes feature in Word (also known as red-lined) and provide those as Exhibit 13 in your proposal. Please note specific insurance requirements as part of each contract. If your version of record keeping agreements require a list of current investment options listed in the contract, provide the legal rationale for this requirement as part of this particular portion of the RFP process.

## I. REFERENCES

### Current Governmental Client References

Provide the following information for four governmental employers with retirement plan assets of at least \$150 million for which your Firm presently provides **457 and 401(a)** record keeping and plan administration services as well as retiree health plan services. Select a contact person for each plan who has manager/committee member responsibilities associated with the plan.

<b>Client name:</b>		<b>Client name:</b>	
<b>Contact name &amp; title:</b>		<b>Contact name &amp; title:</b>	

Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

Client name:	
Contact name & title:	
Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

Client name:	
Contact name & title:	
Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

**Former/Terminated Client References**

Provide the following information for the last four governmental employers for which your Firm has transitioned away starting May 1, 2026. These four governmental employers should not be selected by your Firm, rather simply the last four in sequence and should be the plans with combined assets of \$150 million or more where your firm provided **457 and 401(a)** record keeping and plan administration services. Provide a contact person who has/had managerial/committee member responsibilities associated with the plan(s).

Client name:	
Contact name & title:	
Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

Client name:	
Contact name & title:	
Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

Client name:	
Contact name & title:	
Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

Client name:	
Contact name & title:	
Contact phone number:	
E-mail address:	
Plan inception date:	
Total plan assets:	

**Transition References**

Provide the following information for the last four governmental **457 and 401(a)** with combined plan assets of at least \$150 million each client for which you have performed an incoming plan asset and participant date transition. Similar to the request directly above, provide the last four starting May 1, 2026. Select a contact person at each client that was directly involved with the transition process.

<b>Client name:</b>		<b>Client name:</b>	
<b>Contact name &amp; title:</b>		<b>Contact name &amp; title:</b>	
<b>Contact phone number:</b>		<b>Contact phone number:</b>	
<b>E-mail address:</b>		<b>E-mail address:</b>	
<b>Plan inception date:</b>		<b>Plan inception date:</b>	
<b>Total plan assets:</b>		<b>Total plan assets:</b>	

  

<b>Client name:</b>		<b>Client name:</b>	
<b>Contact name &amp; title:</b>		<b>Contact name &amp; title:</b>	
<b>Contact phone number:</b>		<b>Contact phone number:</b>	
<b>E-mail address:</b>		<b>E-mail address:</b>	
<b>Plan inception date:</b>		<b>Plan inception date:</b>	
<b>Total plan assets:</b>		<b>Total plan assets:</b>	

Also provide the following information for four governmental **retiree health plan** with plan assets of at least \$100 million each, for which you have performed an incoming plan asset and participant date transition within the past three years. Select a contact person at each client that was directly involved with the transition process.

<b>Client name:</b>		<b>Client name:</b>	
<b>Contact name &amp; title:</b>		<b>Contact name &amp; title:</b>	
<b>Contact phone number:</b>		<b>Contact phone number:</b>	
<b>E-mail address:</b>		<b>E-mail address:</b>	
<b>Plan inception date:</b>		<b>Plan inception date:</b>	
<b>Total plan assets:</b>		<b>Total plan assets:</b>	

  

<b>Client name:</b>		<b>Client name:</b>	
<b>Contact name &amp; title:</b>		<b>Contact name &amp; title:</b>	
<b>Contact phone number:</b>		<b>Contact phone number:</b>	
<b>E-mail address:</b>		<b>E-mail address:</b>	
<b>Plan inception date:</b>		<b>Plan inception date:</b>	
<b>Total plan assets:</b>		<b>Total plan assets:</b>	

**IX. ATTACHMENTS**

Attachment A: Breakdown of Current Plan Assets

Attachment B: Sample Contract

Attachment C: Sample Contract with Security Access Language

401(a)	Plan Name	Plan Code	CUSIP	Ticker	Date Added to Lineup	Fund Long Name	MissionSquare Share Class	Asset Category	Participants With Balance	Fund Balance	Effective Date	Fund Status In Lineup
	CITY OF ELK GROVE	108853	92208709		11/28/2016	MissionSquare PLUS Fund	R10	Stable Value/Cash Management	207	\$2,718,078.31	12/31/2025	Active
	CITY OF ELK GROVE	108853	922906300	VMFXX	11/28/2016	Vanguard Federal Money Market Fund		Management	3	\$15,756.24	12/31/2025	Active
	CITY OF ELK GROVE	108853	024524282	SHDIX	11/28/2016	American Beacon SIM High Yield Opps Fund		Bond	103	\$663,063.42	12/31/2025	Active
	CITY OF ELK GROVE	108853	256206889	DOXX	08/23/2024	Dodge & Cox Income Fund		Bond	42	\$112,286.05	12/31/2025	Active
	CITY OF ELK GROVE	108853	316146356	FXNAX	07/17/2020	Fidelity US Bond Index Fund		Bond	51	\$540,347.12	12/31/2025	Active
	CITY OF ELK GROVE	108853	722050626	PFAIX	07/28/2023	PIMCO All Asset Fund		Balanced/Asset Allocation	1	\$2,343.23	12/31/2025	Active
	CITY OF ELK GROVE	108853	87281U845		01/09/2026	T. Rowe Price Retirement Balanced Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797287	TRDBX	02/16/2024	T. Rowe Price Retirement 2020 Fund		Balanced/Asset Allocation	7	\$384,650.61	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U407		01/09/2026	T. Rowe Price Retirement 2020 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797279	TREHX	02/16/2024	T. Rowe Price Retirement 2025 Fund		Balanced/Asset Allocation	13	\$501,223.46	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U506		01/09/2026	T. Rowe Price Retirement 2025 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797261	TRFHX	02/16/2024	T. Rowe Price Retirement 2030 Fund		Balanced/Asset Allocation	32	\$762,174.43	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U505		01/09/2026	T. Rowe Price Retirement 2030 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797253	TRFX	02/16/2024	T. Rowe Price Retirement 2035 Fund		Balanced/Asset Allocation	45	\$1,215,333.00	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U704		01/09/2026	T. Rowe Price Retirement 2035 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797246	TRHDX	02/16/2024	T. Rowe Price Retirement 2040 Fund		Balanced/Asset Allocation	59	\$1,208,807.58	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U803		01/09/2026	T. Rowe Price Retirement 2040 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797238	TRHXX	02/16/2024	T. Rowe Price Retirement 2045 Fund		Balanced/Asset Allocation	76	\$1,216,079.53	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U886		01/09/2026	T. Rowe Price Retirement 2045 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797220	TRULX	02/16/2024	T. Rowe Price Retirement 2050 Fund		Balanced/Asset Allocation	79	\$992,197.57	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U878		01/09/2026	T. Rowe Price Retirement 2050 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797212	TRUMX	02/16/2024	T. Rowe Price Retirement 2055 Fund		Balanced/Asset Allocation	43	\$405,910.18	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U860		01/09/2026	T. Rowe Price Retirement 2055 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797196	TRLNX	02/16/2024	T. Rowe Price Retirement 2060 Fund		Balanced/Asset Allocation	14	\$131,555.41	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	87281U852		01/09/2026	T. Rowe Price Retirement 2060 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	87281U456		01/09/2026	T. Rowe Price Retirement 2065 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	87285F703		01/09/2026	T. Rowe Price Retirement 2070 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
	CITY OF ELK GROVE	108853	872797170	TRHWX	02/16/2024	T. Rowe Price Retirement Balanced Fund		Balanced/Asset Allocation	51	\$346,402.36	12/31/2025	Inactive
	CITY OF ELK GROVE	108853	233203827	DFLVX	11/28/2016	DFA US Large Cap Value Portfolio		U.S. Stock	146	\$996,263.72	12/31/2025	Active
	CITY OF ELK GROVE	108853	233203595	DFFVX	11/28/2016	DFA US Targeted Value Portfolio		U.S. Stock	97	\$426,477.98	12/31/2025	Active
	CITY OF ELK GROVE	108853	315911750	FXAIX	07/17/2020	Fidelity 500 Index Fund		U.S. Stock	164	\$4,130,796.19	12/31/2025	Active
	CITY OF ELK GROVE	108853	316146265	FSMDX	07/17/2020	Fidelity Mid Cap Index Fund		U.S. Stock	163	\$1,241,458.88	12/31/2025	Active
	CITY OF ELK GROVE	108853	316351781	FECGX	07/17/2020	Fidelity Small Cap Growth Index Fund		U.S. Stock	50	\$259,307.90	12/31/2025	Active
	CITY OF ELK GROVE	108853	316146182	FSNX	07/17/2020	Fidelity Small Cap Index Fund		U.S. Stock	187	\$1,241,029.75	12/31/2025	Active
	CITY OF ELK GROVE	108853	48311841	JLGMX	11/17/2023	JPMorgan Large Cap Growth Fund		U.S. Stock	226	\$3,330,557.71	12/31/2025	Active
	CITY OF ELK GROVE	108853	55273W475	MVCLX	11/28/2016	MFS Mid Cap Value Fund		U.S. Stock	81	\$632,787.77	12/31/2025	Active
	CITY OF ELK GROVE	108853	552987554	OTCKX	11/28/2016	MFS Mid-Cap Growth Fund		U.S. Stock	60	\$205,814.50	12/31/2025	Active
	CITY OF ELK GROVE	108853	31635V638	FTHXX	07/17/2020	Fidelity Total International Index Fund		International/Global Stock	166	\$1,663,872.85	12/31/2025	Active
	CITY OF ELK GROVE	108853	41665K428	HILUX	12/12/2025	Hartford International Value	R6	International/Global Stock	58	\$238,371.88	12/31/2025	Active
	CITY OF ELK GROVE	108853	921910501	VWILX	11/28/2016	Vanguard International Growth Fund		International/Global Stock	164	\$1,638,919.07	12/31/2025	Active
	CITY OF ELK GROVE	108853				Outstanding Loan Balance		Loan		\$308,318.65	12/31/2025	
	CITY OF ELK GROVE	108853	922906300	VMFXX		Vanguard Federal Money Market Fund		Conversion		\$3.51	12/31/2025	Active
	CITY OF ELK GROVE	108853	922906300	VMFXX		Vanguard Federal Money Market Fund		Forfeiture		\$44,318.40	12/31/2025	Active
	CITY OF ELK GROVE	108853	922906300	VMFXX		Vanguard Federal Money Market Fund		Plan Level Expense Account		\$19,904.65	12/31/2025	Active

401(a)

Plan Name	Plan Code	CUSIP	Ticker	Date Added to Lineup	Fund Long Name	MissionSquare Share Class	Asset Category	Participants With Balance	Fund Balance	Effective Date	Fund Status in Lineup
CITY OF ELK GROVE	108967	922081105		10/29/1999	MissionSquare PLUS Fund	R1	Stable Value/Cash Management	40	\$51,726.42	12/31/2025	Active

457(b)

Plan Name	Plan Code	CUSIP	Ticker	Date Added to Lineup	Fund Long Name	MissionSquare Share Class	Asset Category	Participants With Balance	Fund Balance	Effective Date	Fund Status in Lineup
CITY OF ELK GROVE	304630	922081709			MissionSquare PLUS Fund	R10	Stable Value/Cash Management	207	\$6,183,507.32	12/31/2025	Active
CITY OF ELK GROVE	304630	922906300	VMFXX	12/12/2016	Vanguard Federal Money Market Fund		Stable Value/Cash Management	7	\$41,442.40	12/31/2025	Active
CITY OF ELK GROVE	304630	024524282	SHOIX	12/09/2016	American Beacon SIM High Yield Opps Fund		Bond	107	\$1,419,209.88	12/31/2025	Active
CITY OF ELK GROVE	304630	256206889	DOXIX	08/23/2024	Dodge & Cox Income Fund		Bond	54	\$326,563.99	12/31/2025	Active
CITY OF ELK GROVE	304630	316146256	FXNAX	07/17/2020	Fidelity US Bond Index Fund		Bond	60	\$1,004,675.61	12/31/2025	Active
CITY OF ELK GROVE	304630	722005626	PAAIX	07/28/2023	PIMCO All Asset Fund		Balanced/Asset Allocation	2	\$4,833.81	12/31/2025	Active
CITY OF ELK GROVE	304630	87281U845		01/09/2026	T Rowe Price Retirement Balanced Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Inactive
CITY OF ELK GROVE	304630	872797287	TRDBX	02/16/2024	T. Rowe Price Retirement 2020 Fund		Balanced/Asset Allocation	7	\$868,875.39	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U407		01/09/2026	T. Rowe Price Retirement 2020 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797279	TREHX	02/16/2024	T. Rowe Price Retirement 2025 Fund		Balanced/Asset Allocation	12	\$2,017,382.98	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U506		01/09/2026	T. Rowe Price Retirement 2025 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797261	TRFHX	02/16/2024	T. Rowe Price Retirement 2030 Fund		Balanced/Asset Allocation	25	\$2,676,374.88	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U605		01/09/2026	T. Rowe Price Retirement 2030 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797253	TRFIX	02/16/2024	T. Rowe Price Retirement 2035 Fund		Balanced/Asset Allocation	43	\$4,116,968.04	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U704		01/09/2026	T. Rowe Price Retirement 2035 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797246	TRHDX	02/16/2024	T. Rowe Price Retirement 2040 Fund		Balanced/Asset Allocation	41	\$2,738,903.26	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U803		01/09/2026	T. Rowe Price Retirement 2040 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797238	TRIKX	02/16/2024	T. Rowe Price Retirement 2045 Fund		Balanced/Asset Allocation	56	\$1,977,539.03	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U886		01/09/2026	T. Rowe Price Retirement 2045 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797220	TRJLX	02/16/2024	T. Rowe Price Retirement 2050 Fund		Balanced/Asset Allocation	68	\$2,471,419.85	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U878		01/09/2026	T. Rowe Price Retirement 2050 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797212	TRJMX	02/16/2024	T. Rowe Price Retirement 2055 Fund		Balanced/Asset Allocation	71	\$1,502,385.49	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U860		01/09/2026	T. Rowe Price Retirement 2055 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797196	TRLNX	02/16/2024	T. Rowe Price Retirement 2060 Fund		Balanced/Asset Allocation	50	\$722,600.30	12/31/2025	Inactive
CITY OF ELK GROVE	304630	87281U852		01/09/2026	T. Rowe Price Retirement 2060 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	87281U456		01/09/2026	T. Rowe Price Retirement 2065 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	87285F703		01/09/2026	T. Rowe Price Retirement 2070 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active
CITY OF ELK GROVE	304630	872797170	TRJWX	02/16/2024	T. Rowe Price Retirement Balanced Fund		Balanced/Asset Allocation	58	\$909,227.89	12/31/2025	Inactive
CITY OF ELK GROVE	304630	233203827	DFLVX	12/09/2016	DFA US Large Cap Value Portfolio		U.S. Stock	159	\$1,999,572.95	12/31/2025	Active
CITY OF ELK GROVE	304630	233203595	DFFVX	12/09/2016	DFA US Targeted Value Portfolio		U.S. Stock	100	\$972,121.38	12/31/2025	Active
CITY OF ELK GROVE	304630	315911750	FXAIX	07/17/2020	Fidelity 500 Index Fund		U.S. Stock	191	\$9,893,124.56	12/31/2025	Active
CITY OF ELK GROVE	304630	316146265	F5MDX	07/17/2020	Fidelity Mid Cap Index Fund		U.S. Stock	182	\$2,551,067.97	12/31/2025	Active
CITY OF ELK GROVE	304630	316357781	FECGX	07/17/2020	Fidelity Small Cap Growth Index Fund		U.S. Stock	64	\$484,891.99	12/31/2025	Active
CITY OF ELK GROVE	304630	316146182	F5SNX	07/17/2020	Fidelity Small Cap Index Fund		U.S. Stock	207	\$3,286,908.25	12/31/2025	Active
CITY OF ELK GROVE	304630	48121L841	JLGMX	11/17/2023	JPMorgan Large Cap Growth Fund		U.S. Stock	244	\$7,333,917.98	12/31/2025	Active
CITY OF ELK GROVE	304630	55273W475	MVCKX	12/09/2016	MFS Mid-Cap Value Fund		U.S. Stock	85	\$1,804,812.91	12/31/2025	Active
CITY OF ELK GROVE	304630	552987554	OTCKX	12/09/2016	MFS Mid-Cap Growth Fund		U.S. Stock	75	\$395,574.91	12/31/2025	Active
CITY OF ELK GROVE	304630	31635V638	FTIHX	07/17/2020	Fidelity Total International Index Fund		International/Global Stock	180	\$4,382,980.22	12/31/2025	Active
CITY OF ELK GROVE	304630	41665K428	HILUX	12/12/2025	Hartford International Value	R6	International/Global Stock	61	\$481,735.97	12/31/2025	Active
CITY OF ELK GROVE	304630	921910501	VWILX	12/09/2016	Vanguard International Growth Fund		International/Global Stock	167	\$3,395,696.97	12/31/2025	Active
CITY OF ELK GROVE	304630				Outstanding Loan Balance		Loan		\$1,092,536.05	12/31/2025	
CITY OF ELK GROVE	304630	922906300	VMFXX		Vanguard Federal Money Market Fund		Conversion		\$35.74	12/31/2025	Active
CITY OF ELK GROVE	304630	922906300	VMFXX		Vanguard Federal Money Market Fund		Plan Level Expense Account		\$17,558.02	12/31/2025	Active

RH5												
Plan Name	Plan Code	CUSIP	Ticker	Date Added to Lineup	Fund Long Name	MissionSquare Share Class	Asset Category	Participants With Balance	Fund Balance	Effective Date	Fund Status In Lineup	
CITY OF ELK GROVE	803662	92211R318		02/19/2021	MissionSquare PLUS Fund	S11	Stable Value/Cash Management	10	\$472,614.95	12/31/2025	Active	
CITY OF ELK GROVE	803662	922906300	VMFXX	12/09/2016	Vanguard Federal Money Market Fund		Management	219	\$2,736,813.01	12/31/2025	Active	
CITY OF ELK GROVE	803662	024524282	SHDIX	12/09/2016	American Beacon SIM High Yield Opps Fund		Bond	6	\$18,285.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	256210105	DODIX	08/23/2024	Dodge & Cox Income Fund		Bond	4	\$10,020.37	12/31/2025	Active	
CITY OF ELK GROVE	803662	316146356	FNNAX	07/17/2020	Fidelity US Bond Index Fund		Bond	156	\$1,000,757.61	12/31/2025	Active	
CITY OF ELK GROVE	803662	722050636	PNAIX	07/28/2023	PIMCO All Asset Fund		Balanced/Asset Allocation	1	\$731.79	12/31/2025	Active	
CITY OF ELK GROVE	803662	87281U845		01/09/2026	T. Rowe Price Retirement Balanced Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797287	TRDBX	02/16/2024	T. Rowe Price Retirement 2020 Trust		Balanced/Asset Allocation	11	\$182,010.23	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U407		01/09/2026	T. Rowe Price Retirement 2020 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797279	TREHX	02/16/2024	T. Rowe Price Retirement 2025 Trust		Balanced/Asset Allocation	16	\$295,567.05	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U506		01/09/2026	T. Rowe Price Retirement 2025 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797261	TRFHX	02/16/2024	T. Rowe Price Retirement 2030 Fund		Balanced/Asset Allocation	28	\$481,709.92	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U505		01/09/2026	T. Rowe Price Retirement 2030 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797253	TRFX	02/16/2024	T. Rowe Price Retirement 2035 Fund		Balanced/Asset Allocation	79	\$2,075,815.60	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U704		01/09/2026	T. Rowe Price Retirement 2035 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797246	TRHDX	02/16/2024	T. Rowe Price Retirement 2040 Fund		Balanced/Asset Allocation	64	\$1,003,831.71	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U803		01/09/2026	T. Rowe Price Retirement 2040 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797238	TRHXX	02/16/2024	T. Rowe Price Retirement 2045 Fund		Balanced/Asset Allocation	70	\$976,428.78	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U886		01/09/2026	T. Rowe Price Retirement 2045 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797220	TRLX	02/16/2024	T. Rowe Price Retirement 2050 Fund		Balanced/Asset Allocation	103	\$1,562,756.58	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U878		01/09/2026	T. Rowe Price Retirement 2050 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797212	TRUMX	02/16/2024	T. Rowe Price Retirement 2055 Fund		Balanced/Asset Allocation	115	\$1,137,151.32	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U860		01/09/2026	T. Rowe Price Retirement 2055 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797196	TRLNX	02/16/2024	T. Rowe Price Retirement 2060 Fund		Balanced/Asset Allocation	75	\$473,193.87	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	87281U852		01/09/2026	T. Rowe Price Retirement 2060 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	87281U456		01/09/2026	T. Rowe Price Retirement 2065 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	87285F703		01/09/2026	T. Rowe Price Retirement 2070 Trust	G	Balanced/Asset Allocation	0	\$0.00	12/31/2025	Active	
CITY OF ELK GROVE	803662	872797170	TRHXX	02/16/2024	T. Rowe Price Retirement Balanced Fund		Balanced/Asset Allocation	31	\$521,194.05	12/31/2025	Inactive	
CITY OF ELK GROVE	803662	233203827	DFLVX	12/09/2016	DFA US Large Cap Value Portfolio		U.S. Stock	178	\$1,580,788.84	12/31/2025	Active	
CITY OF ELK GROVE	803662	233203595	DFFVX	12/09/2016	DFA US Targeted Value Portfolio		U.S. Stock	190	\$1,688,159.01	12/31/2025	Active	
CITY OF ELK GROVE	803662	315911750	FXAIX	07/17/2020	Fidelity 500 Index Fund		U.S. Stock	80	\$2,066,991.06	12/31/2025	Active	
CITY OF ELK GROVE	803662	316146265	FSMDX	07/17/2020	Fidelity Mid Cap Index Fund		U.S. Stock	103	\$944,658.27	12/31/2025	Active	
CITY OF ELK GROVE	803662	316351781	FECGX	07/17/2020	Fidelity Small Cap Growth Index Fund		U.S. Stock	55	\$414,945.85	12/31/2025	Active	
CITY OF ELK GROVE	803662	316146182	FSSNX	07/17/2020	Fidelity Small Cap Index Fund		U.S. Stock	18	\$106,376.98	12/31/2025	Active	
CITY OF ELK GROVE	803662	48311841	JGGMX	11/17/2023	JPMorgan Large Cap Growth Fund		U.S. Stock	215	\$4,596,000.38	12/31/2025	Active	
CITY OF ELK GROVE	803662	55273W475	MVCKX	12/09/2016	MFS Mid Cap Value Fund		U.S. Stock	27	\$323,483.50	12/31/2025	Active	
CITY OF ELK GROVE	803662	552987554	OTCKX	12/09/2016	MFS Mid-Cap Growth Fund		U.S. Stock	127	\$1,078,923.25	12/31/2025	Active	
CITY OF ELK GROVE	803662	31635V638	FTHXX	07/17/2020	Fidelity Total International Index Fund		International/Global Stock	209	\$2,089,881.63	12/31/2025	Active	
CITY OF ELK GROVE	803662	41665K128	HILUX	12/12/2025	Hartford International Value	R6	International/Global Stock	3	\$10,777.77	12/31/2025	Active	
CITY OF ELK GROVE	803662	921910501	VWILX	12/09/2016	Vanguard International Growth Fund		International/Global Stock	14	\$87,468.83	12/31/2025	Active	
CITY OF ELK GROVE	803662	922906300	VMFXX		Vanguard Federal Money Market Fund		Forfeiture		\$49,600.81	12/31/2025	Active	
CITY OF ELK GROVE	803662	922906300	VMFXX		Vanguard Federal Money Market Fund		Plan Level Expense Account		\$0.03	12/31/2025	Active	

EIP												
Plan Name	Plan Code	CUSIP	Ticker	Date Added to Lineup	Fund Long Name	MissionSquare Share Class	Asset Category	Participants With Balance	Fund Balance	Effective Date	Fund Status In Lineup	
CITY OF ELK GROVE(EIP)	803677	921909305	VSCGX	12/13/2016	Vanguard LifeStrategy Conservative Growth Fund		Balanced/Asset Allocation	1	\$5,763,469.13	12/31/2025	Active	

# CITY OF ELK GROVE



## CONSULTANT CONTRACT FOR

**Consultant Name**

**Consultant Services Provided**

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2026, by and between City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Consultant”), collectively referred to as the “Parties.”

### WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

### **1. SCOPE OF SERVICES**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

### **3. SCHEDULE FOR PERFORMANCE**

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City

City of Elk Grove  
**Consultant's name**  
Re:



Manager, or the City Manager's authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

#### 4. COMPENSATION

A. Consultant shall be paid as set forth in Exhibit C, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed [REDACTED] (\$ [REDACTED]), without City's prior written approval. Said amount shall be paid upon submittal of an invoice showing completion of the tasks, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

#### 5. NOTICES

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

Consultant shall serve the City notice in writing by certified mail prior to a change of address. The notice shall include the new address where notices and communications related to the Agreement may be sent, the point of contact for the Agreement, and include the point of contact's phone number and email address.

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

[REDACTED]



## **6. PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

A. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

B. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

C. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

D. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

E. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF CONSULTANT**

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop



subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of



the Notice to Proceed.

#### **14. EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

#### **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

#### **16. COMPLIANCE WITH LAW**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

#### **17. REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.



B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

## **19. ASSIGNMENT AND SUBCONTRACTING**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.



## **21. LIABILITY OF CONSULTANT—NEGLIGENCE**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## **22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Consultant shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

## **23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:



**INSERT INSURANCE SUMMARY**

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

**24. EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

**25. EMPLOYMENT PRACTICES**

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

**26. UNAUTHORIZED ALIENS**

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City in connection therewith.

**27. LICENSES, PERMITS, AND OTHER APPROVALS**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

**28. RECORDS AND INSPECTION**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles



and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## 29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement



of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

### 30. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Parties as follows:

Approved to as form:

**CONSULTANT**

By: \_\_\_\_\_  
Attorney for Consultant

By: \_\_\_\_\_

City of Elk Grove  
**Consultant's name**  
Re:



Approved as to form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

By: \_\_\_\_\_  
Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

City of Elk Grove  
**Consultant's name**  
Re:



---

**EXHIBIT A**  
**Scope of Work**

City of Elk Grove  
**Consultant's name**  
Re:



---

**EXHIBIT B**

**Schedule of Performance**

City of Elk Grove  
**Consultant's name**  
Re:



---

**EXHIBIT C**

**Compensation and Method of Payment**



---

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:
  - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
  - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
  - c. Claims-made coverage is not acceptable.
  - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
  - e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, and premises owned, occupied, or used by Consultant on a separate endorsement acceptable to the City.
  - f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
  - g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
  - h. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
2. Workers' Compensation:



- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
  - b. Employer's Liability Coverage shall not be less than:  
Each Accident and Disease: One Million Dollars (\$1,000,000)
  - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
  - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
3. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
- a. The limits of liability shall not be less than:  
Each occurrence or claim: Five Million Dollars (\$5,000,000)  
Aggregate: Five Million Dollars (\$5,000,000)
  - b. Both occurrence and claims-made policies are acceptable. For claims-made policies, upon termination of this Contract the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
4. Employee Crime coverage:
- a. Policy form ("Loss-sustained" or "Discovery") shall not be changed during the term of this agreement without prior written approval from the City
  - b. Coverage of no less than:  
Each discovery or loss sustained: Two Million Dollars (\$2,000,000)
  - c. Coverage shall cover all Consultant's officials, employee, agents, and volunteers involved in the administration of the services outlined in this agreement.
  - d. Policy cannot exclude Consultant's principals.
  - e. City shall be named as Loss Payee, Joint Loss Payable shall not be acceptable.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no**



**less than A:VII.**

6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
10. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
12. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be



maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

**CONSULTANT'S NAME**

**Project**

**CONTRACT FOR SERVICES**

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_\_\_, by and between the City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_ (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Consultant has presented a proposal to provide \_\_\_\_\_ services, which services are identified in the Scope of Work attached hereto and incorporated herein as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

**1. SCOPE OF SERVICES**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work, attached hereto and incorporated herein by reference. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

**2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on \_\_\_\_\_, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

City of Elk Grove  
**Consultant's Name**  
Re:



**3. SCHEDULE FOR PERFORMANCE**

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of the City Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

**4. COMPENSATION**

A. Consultant shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed **(\$00.00)**, without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

**5. NOTICES**

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Elk Grove  
**Consultant's Name**  
**Re:**



---

( ) \_\_\_\_\_

## **6. PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF CONSULTANT**

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.



---

**9. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

**10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

**11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

**12. FUNDING**

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII B of



---

the California Constitution and that the City Council may determine not to fund this Agreement in subsequent years.

### **13. NOTICE TO PROCEED**

Prior to commencing work under this Agreement, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

### **14. EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

### **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

### **16. COMPLIANCE WITH LAW**



---

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

**17. REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

**18. APPROVAL OF STAFF MEMBERS**

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

**19. ASSIGNMENT AND SUBCONTRACTING:**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.



B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **21. LIABILITY OF CONSULTANT—NEGLIGENCE**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## **22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.



In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

**23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference.

**24. EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

**25. SECURITY ACCESS POLICY.**

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City's Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as **Exhibit F**. Consultant's failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

**26. EMPLOYMENT PRACTICES**

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

**27. UNAUTHORIZED ALIENS**

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith,



---

shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

## **28. LICENSES, PERMITS, AND OTHER APPROVALS**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

## **29. RECORDS AND INSPECTION**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **30. MISCELLANEOUS PROVISIONS**

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.



E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

City of Elk Grove  
**Consultant's Name**  
Re:



N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

**31. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by the Parties as follows:

Approved to as form:

**CONSULTANT**

By: \_\_\_\_\_  
Attorney for Consultant

By: \_\_\_\_\_

Approved to as form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

By: \_\_\_\_\_  
Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

City of Elk Grove  
**Consultant's Name**  
Re:



---

**EXHIBIT A**  
**Scope of Work**

City of Elk Grove  
**Consultant's Name**  
Re:



---

**EXHIBIT B**

**Schedule of Performance**

City of Elk Grove  
**Consultant's Name**  
Re:



---

## EXHIBIT C

### Compensation and Method of Payment

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.



---

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:
  - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
  - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
  - c. Claims-made coverage is not acceptable.
  - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
  - e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, and premises owned, occupied, or used by Consultant on a separate endorsement acceptable to the City.
  - f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
  - g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
  - h. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.



- 
2. Workers' Compensation:
    - a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
    - b. Employer's Liability Coverage shall not be less than:

Each Accident and Disease:	One Million Dollars (\$1,000,000)
----------------------------	-----------------------------------
    - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
    - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
  
  3. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
    - a. The limits of liability shall not be less than:

Each occurrence or claim:	Five Million Dollars (\$5,000,000)
Aggregate:	Five Million Dollars (\$5,000,000)
    - b. Both occurrence and claims-made policies are acceptable. For claims-made policies, upon termination of this Contract the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
  
  4. Employee Crime coverage:
    - a. Policy form ("Loss-sustained" or "Discovery") shall not be changed during the term of this agreement without prior written approval from the City
    - b. Coverage of no less than:

Each discovery or loss sustained:	Two Million Dollars (\$2,000,000)
-----------------------------------	-----------------------------------



- 
- c. Coverage shall cover all Consultant's officials, employee, agents, and volunteers involved in the administration of the services outlined in this agreement.
  - d. Policy cannot exclude Consultant's principals.
  - e. City shall be named as Loss Payee, Joint Loss Payable shall not be acceptable.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
  6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
  7. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
  8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
  9. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
  10. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
  11. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.



- 
12. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
  
  13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
  
  14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.



---

**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Elk Grove  
**Consultant's Name**  
Re:



---

**EXHIBIT F: SECURITY ACCESS POLICY**