

Issue Date: April 25, 2018

REQUEST FOR PROPOSALS

FOR

**SECTION 457 DEFERRED COMPENSATION/OTHER POST-EMPLOYMENT
BENEFITS TRUST FUND INVESTMENT CONSULTANT SERVICES**

RFP #Y18-165-PD

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, May 24, 2018**, for providing Section 457 Deferred Compensation/Other Post-Employment Benefits Trust Fund Investment Consultant Services to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Senior Purchasing Agent, at (407) 836-5638, whose email address is Perry.Davis@ocfl.net. **You may contact Perry Davis at any time during this process, including during the Black Out Period.**

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REQUEST FOR PROPOSALS
FOR
SECTION 457 DEFERRED COMPENSATION/OTHER POST- EMPLOYMENT
BENEFITS TRUST FUND INVESTMENT CONSULTANT SERVICES

RFP #Y18-165-PD

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for Section 457 Deferred Compensation/Other Post-Employment Benefits Trust Fund Investment Consultant Services.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday May 24, 2018**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

3. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

4. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

5. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

6. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

7. INSURANCE

Investment Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Investment Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by the Investment Consultant under this contract. The Investment Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Investment Consultant shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Investment Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Investment Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Investment Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per

accident. In the event the Investment Consultant does not own automobiles the Investment Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Investment Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Investment Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$3,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Investment Consultant most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Investment Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Investment Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Investment Consultant of the obligation to provide replacement coverage.

By entering into this contract Investment Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Investment Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Investment Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Investment Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Investment Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Investment Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Investment Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Investment Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

8. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

9. ACCOUNTING SYSTEM

The Investment Consultant shall establish and maintain a reasonable accounting system, which enables ready identification of Investment Consultant's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Investment Consultant or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Investment Consultant's place of business. This right to audit shall include the Investment Consultant's subcontractors used to procure goods or services under the contract with the County. Investment Consultant shall ensure the County has these same rights with subcontractor(s) and suppliers.

10. **SHORTLISTS, PROTESTS and LOBBYING**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Investment Consultant. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

11. **PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as an Investment Consultant, supplier or subcontractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

12. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

13. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Investment Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

14. CONTRACT TERM

It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

15. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

16. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Investment Consultant shall abide by the following provisions:

- A. The Investment Consultant shall represent that the Investment Consultant has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Investment Consultant shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Investment Consultant into the contracts of any applicable subcontractors.

17. QUESTIONS REGARDING THIS RFP

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Perry Davis@ocfl.net no later than 5:00 PM Monday May 14, 2018 to the attention of Perry Davis, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Perry Davis at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

18. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

19. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

20. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

21. MINIMUM FIRM REQUIREMENTS

Any firm interested in serving as Section 457 Deferred Compensation/Section 115 OPEB Trust Fund Investment Consultant to Orange County shall firmly meet the following criteria:

- A. The firm shall not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. The County retains sole discretion to determine whether actual or potential conflicts of interest exist related to a proposer. **The firm shall not be affiliated in any manner whatsoever, either directly or indirectly, with any organization that provides brokerage, insurance, investment management or any other service that, in the opinion of the County, constitutes a conflict of interest. The firm may not derive compensation from any brokerage, insurance, investment management or other provider that, in the opinion of the County, constitutes a conflict of interest. The County retains sole discretion to determine whether actual or potential conflicts of interest exist related to a proposer.**
- B. The firm shall be registered as an investment adviser with the Securities and Exchange Commission.

22. DUE DILIGENCE REVIEW

The County intends to utilize an outside consulting firm to conduct due diligence reviews of all proposing firms. Such due diligence reviews will include, but not be limited to, investigation of conflicts of interest, scrutiny of prior work product and contact with client references. Proposers consent to these due diligence reviews by responding to this RFP.

23. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Investment Consultant agrees to comply with Florida's Public Records Law. Specifically, the Investment Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Investment Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Investment Consultant agrees to transfer at no cost to Orange County all public records in possession of the Investment Consultant or keep and maintain public records required by Orange County to perform the service. If the Investment Consultant transfers all public record to Orange County upon completion of the contract, the Investment Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Investment Consultant keeps and maintains public records upon completion of the contract, the Investment Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. An Investment Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE INVESTMENT CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INVESTMENT CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

1. QUALIFICATION OF FIRMS

A. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal ***not exceeding two pages***, which summarizes key points of the response to this Request for Proposals and which is signed by an officer of the firm who is responsible for committing the firm's resources.

Your letter of transmittal shall include the following:

- Name of the firm submitting the proposal,
- Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed,
- Mailing address,
- Telephone number, e-mail address, and fax number of firm's primary contact, and
- Brief narrative of the firm's qualifications to provide retirement plan and Section 115 OPEB trust fund Investment Consultant services to Orange County.

B. Statement of Qualifications

Each firm responding to this proposal shall identify its qualifications as they relate to providing the services outlined in the Introduction and in the Scope of Services. The proposal shall include:

- The number of years the firm has been in the retirement plan and Section 115 OPEB trust fund Investment Consultant business and previous names for the business, if any;

- A description of the capabilities, experience and expertise of the firm as a whole in the following aspects of retirement plans and Section 115 OPEB trust funds:
 1. Continuing and periodic investment review services;
 2. Provision of other retirement plan and Section 115 OPEB trust fund consulting services your firm provides;
 3. Number of retirement plans your firm has provided services for and the asset size of those plans;
 4. Number of Section 115 OPEB trust funds your firm has provided services for and the asset size of those funds.
- C. Describe a specific past example of a significant retirement plan for issuance under a Request for Proposals (RFP) with evaluation of proposals by your firm. Provide the planning process, timeline, evaluation process, approval process, transition process, and the resulting outcomes in relation to the expected planning. The County is particularly interested in contracts of \$100 million and over with large governmental entities.
- D. A brief description of the firm's present and projected workload, staffing and ability to provide prompt, sound and quality retirement plan and Section 115 OPEB trust fund Investment Consultant services.

Provide a statement affirming that the firm's Investment Consultants shall have sufficient time to execute and fulfill the duties of Investment Consultant and/or co-Investment Consultant to Orange County and not be burdened by professional responsibilities or workload or by personal or other constraints which would interfere in any material respect with the principal's or firm's obligations hereunder.

- E. A list of five (5) references with assets over \$100 Million being evaluated by the consultant, including client contact information (name, address, telephone number, and e-mail address). Client references should demonstrate the same key personnel proposed by the firm to serve Orange County in the response to this RFP. References will be contacted regarding proposer's conflicts of interest and quality of services.
- F. The firm shall not be affiliated in any manner whatsoever, either directly or indirectly, with any organization that provides brokerage, insurance, investment management or any other service that, in the opinion of the County, constitutes a conflict of interest. The firm shall not derive compensation from any brokerage, insurance, investment management or other provider that, in the opinion of the County, constitutes a conflict of interest. The County retains sole discretion to determine whether actual or potential conflicts of interest exist related to a proposer. The firm shall complete the Potential Conflicts of Interest Questionnaire included in the RFP (Exhibit F).
- G. Proposer shall provide a description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its employees, whether current, pending, or threatened, as well as any such action, proceeding or claim occurring

during the past five (5) years; and a description (including specific allegations, findings, determinations – both preliminary and final, and settlements) of any investment consulting services provided to a client of the firm in the last five (5) years that has been subject to investigation, preliminary determination, adverse determination, formal information request or other official inquiry by the Internal Revenue Service, Securities and Exchange Commission, or other official oversight agency.

- H. The firm shall submit copies of its most recent Securities and Exchange Commission Form ADV, Parts I and II, along with the “deficiency letter” related to its most recent SEC inspection.
- I. The firm shall submit copies of its most recent Financial Industry Regulatory Authority (FINRA) audit/inspection along with the “deficiency letter” related to said audit/inspection.
- J. The firm shall provide a signed Confidentiality Statement (Exhibit I-4) acknowledging that pursuant to Section 112.215(7), Florida Statutes, all records identifying individual participants in any deferred compensation program and their personal account activities are confidential and exempt from the public records provisions of Section 119.07(1), Florida Statutes.
- K. Provide a statement confirming that the firm contractually agrees that it is a fiduciary and assumes the responsibilities of a fiduciary relative to the investment consulting services performed under the Scope of Services if awarded a contract as a result of this RFP.

NOTE: The Section 457 Deferred Compensation/Section 115 OPEB Trust Fund Investment Consultant shall have substantial retirement plan experience coupled with significant financial experience. The Investment Consultant shall also have Section 115 OPEB trust fund experience. The County anticipates hiring a firm or team with the understanding that the principal contact person(s) designated by the firms shall be assisted on an individual assignment basis, by other resources available to the firm. Therefore, experience of both the individual(s) primarily responsible to the County and the firm, as a whole, will be significant in the selection process.

2. QUALIFICATIONS OF STAFF

Provide qualifications of the key personnel assigned to provide the Section 457 Deferred Compensation/Section 115 OPEB Trust Fund Investment Consultant services requested. The information provided must specifically include:

- A. The name, title, years of experience, office location, area of specialty (if applicable) of the Investment Consultant who will be designated as the "contact person" for the firm's proposal and who will be the Investment Consultant primarily responsible for ensuring the proper performance of the services to be rendered to the County;
- B. A comprehensive individual resume, name, title, years of experience, office location, area of specialty (if applicable) and description of relevant experience and expertise of each Investment Consultant expected to perform services for the County;

- C. The firm shall provide written confirmation (on its letterhead) signed by an officer of the firm that the Investment Consultant identified in the proposal will be the staff who will provide the services required by the resultant contract. Any substitution shall have prior approval of the County. Any substitution without such prior approval shall be grounds for disqualification or termination.

NOTE: The firm's assigned Investment Consultants shall have substantial experience advising comparable governmental entities regarding retirement plans and Section 115 OPEB trust funds. Knowledge of Section 457 Deferred Compensation Plans is also required. However, the firm is not required to have existing Section 457 Deferred Compensation or Section 115 OPEB Trust Fund investment consulting clients.

3. TECHNICAL APPROACH

State how the firm will approach providing services outlined in this solicitation and how it will schedule key personnel availability. Describe the proposed methodology to perform the scope of services described herein. Provide work samples including, but not limited to, investment performance review procedures, sample reports, etc. Response shall include:

- A. Understanding of Requirements. After evaluating this Request for Proposals, including the scope of services, provide a statement demonstrating an understanding of the services and support required by this Request for Proposals;
- B. Services and Support.
1. Provide a brief summary of the firm's operating philosophy, and
 2. Provide a brief statement of how the firm intends to fulfill requirements outlined in this Request for Proposals.

Responses to each of the following questions will be used to measure the proposer's experience and knowledge in matters often considered or presented before the County. Please respond to the following in a separate section of your proposal.

1. Describe your firm's views on understanding and incorporating the various aspects of behavioral finance in developing a successful deferred compensation program.
2. Describe your firm's views as to its fiduciary responsibilities under the proposed scope of services should your firm be awarded the contract.
3. Describe your firm's opinions as to the advisability of using group variable and fixed annuities in Section 457 deferred compensation plans.
4. Describe your firm's opinions as to the advisability of using passive and indexed mutual funds in Section 457 deferred compensation plans.

5. Describe your firm's views on including exchange traded funds (ETF) in Section 457 deferred compensation plans.

Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.

4. **FEE SCHEDULE**

Each proposer shall complete and submit the Fee Schedule included herein as Exhibit I-2. **The annual fixed fee shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

5. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Investment Consultant may only use a graduate M/WBE to satisfy M/WBE participation in the following:
 - For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime Investment Consultant's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime Investment Consultant's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Investment Consultant's responsibilities and requirements are itemized below:
 - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and subcontractors.
 - 2. File copies of all executed subcontractors agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
 - 3. The awarded prime Investment Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Investment Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Investment Consultant prior to the issuance of final payment.
 - 4. The prime Investment Consultant shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 - 5. The awarded prime Investment Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Investment Consultant shall notify the Business Development Division of any additional awards

to the M/WBE firm on the prime Investment Consultant's team and the addition of any new M/WBE firm to the prime Investment Consultant's team on that project.

6. The prime Investment Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the subcontractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

6. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit for proximity to worksite.

7. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal. The firm must not be affiliated in any manner whatsoever, either directly or indirectly, with any organization that provides brokerage, insurance, investment management or any other services that, in the opinion of the County, constitutes a conflict of interest. The firm may not derive compensation from any brokerage, insurance, investment management or other provider that, in the opinion of the County, constitutes a conflict of interest. The County retains sole discretion to determine whether actual or potential conflicts of interest exist related to a proposer.

8. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

9. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

10. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

11. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Investment Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Investment Consultant during the contract term, and an express requirement that Investment Consultants include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state

contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Investment Consultant affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Investment Consultant shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

12. BONUS POINTS FOR HIRING OF DISPLACED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of displaced workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-5484 to assist with meeting this requirement.

The failure of the Investment Consultant to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Investment Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Investment Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

13. BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime Investment Consultant shall receive five (5) points;

- B. Registered SDV proposers with registered SDV business enterprise subcontractors on their team shall receive two points for each subcontractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise subcontractors on their team shall receive two points for each registered SDV subcontractor up to a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The Investment Consultant's responsibilities and requirements are itemized below:
 - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and subcontractors.
 - 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 - 3. The Investment Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Investment Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Investment Consultant prior to the issuance of final payment.
 - 4. The Investment Consultant shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 - 5. The Investment Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Investment Consultant reduce the scope of work or monetary value of a subcontractor without written authorization of

the County. The Investment Consultant shall notify the Business Development Division of any additional awards to the SDV firm on the Investment Consultant's team and the addition of any new SDV firm to the Investment Consultant's team on that project.

6. The Investment Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the subcontractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the subcontractor substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

14. SELECTION – CRITERIA

All proposals will be evaluated by County Staff in accordance with the criteria set forth below. Selection of Section 457 Deferred Compensation/Section 115 OPEB Trust Fund will be made by the Board of County Commissioners.

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Firm	20
Qualifications of Staff	20
Technical Approach	20
M/WBE Utilization	10
Location	10
Fee Proposal	20
TOTAL	100
Displaced Workers Hires	5 Bonus Points
Registered SDV Sub-Consultant Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

SCOPE OF SERVICES

Orange County, Florida was established in 1824 and became a Charter County effective January 1, 1987. Its territorial limits as they presently exist were defined in 1913 and encompass approximately 1,000 square miles. Orlando, the County seat, is its principal city. It is located geographically in the approximate center of the State of Florida, midway between Jacksonville to the north and Miami to the south, between the St. Petersburg-Tampa area on the Gulf of Mexico and Daytona Beach on the Atlantic Coast. In 2017, the County had an estimated population of 1,314,000.

The County offers the deferred compensation program to employees of the Board of County Commissioners as well as employees of five (5) constitutional officers (Clerk of Courts, Comptroller, Property Appraiser, Supervisor of Elections, and Tax Collector). There are approximately 9,000 employees eligible to participate and approximately 4,390 participants as of December 31, 2017. As of that date, plan assets totaled approximately \$229 million. Participants currently have a variety of investment options from which to choose offered by Vanguard, who also serves as the Plan's record keeper (please refer to Exhibit G for a list of investment options). Employees have the option to contribute to the plan on a pre-tax basis (traditional account) or on a post-tax basis (Roth account). Plan assets also include rollover amounts from other qualified plans (e.g., 401(k), 403(b), 401(a), etc.).

The County offers an Other Post Employment Benefit (OPEB) Plan that subsidizes the cost of health care for its retirees and eligible dependents. The Plan is offered to employees of the Board of County Commissioners as well as five (5) constitutional officers (Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, Tax Collector). Employees with at least 10 years of service who retire and begin receiving benefits from the Florida Retirement System are eligible to receive a monthly health care subsidy payment of three dollars per year of service up to a maximum of \$90 per month. The OPEB Plan also offers retirees the option of remaining on the County's health insurance plan at the same rates as active employees. There are approximately 9,610 OPEB Plan participants and 3,300 retirees receiving benefits as of September 30, 2017. As of that date, plan assets totaled approximately \$72 million. Please refer to Exhibit H for a listing of the investments of the Section 115 OPEB Trust Fund as of September 30, 2017.

As shown by Exhibits G and H, the County generally employs a passive management investment strategy utilizing low cost index mutual funds.

The Investment Consultant shall evaluate the performance and cost of investment options offered to participants and present their report to the Deferred Compensation Advisory Committee on a quarterly basis. The Investment Consultant shall evaluate the performance and cost of investments of the Section 115 OPEB Trust Fund on a quarterly basis; however, due to the limited number of investments in the Section 115 OPEB Trust Fund's portfolio, the Investment Consultant will only be required to present their report to the Investment Committee once a year. Further, the Investment Consultant shall also provide general consultation services regarding Section 457 deferred compensation and Section 115 OPEB Trust Fund investment issues. It is Orange County's intent to obtain sound, independent and objective advice.

Deferred compensation investment consulting services shall include, but not be limited to, the following:

1. SERVICES RELATIVE TO QUARTERLY INVESTMENT REVIEW SERVICES

- A. Provide quarterly written and oral reports as requested by the County which include, but shall not be limited to, the following:
1. An economic overview and general market conditions for the reporting period.
 2. A comparison of each investment option's performance to appropriate market indices and universes of similarly managed vehicles.
 3. A verification of investment style of each investment option.
 4. A measurement of the risk characteristics of each investment option.
 5. Historical performance with a focus on consistency.
 6. Morningstar or equivalent ratings.
 7. Comments on manager tenure and on the popularity of funds among participants.
 8. A review of expenses and returns of each fund option.
 9. An analysis of the extent to which investment policies have been carried out and how they have affected actual fund performance.
 10. Recommendations for alternatives to address any of the above.
 11. A summary of findings and recommendations based on individual funds' strengths and/or weaknesses in the Plan.
 12. A review of plan participant fund selections by age.

2. SERVICES RELATIVE TO GENERAL CONSULTATION DURING CONTRACT TERM

Provide general consultation to the County as needed regarding its plan document, design and operation of its deferred compensation program, written Investment Policy Statement, strategic goals, communication and detailed investment education programs, industry best practices for both internal and plan service provider procedures, implementation of new federal laws and regulatory changes, etc.

Section 115 OPEB Trust Fund investment consulting services shall include, but not be limited to, the following:

1. **Provide quarterly and annual written and oral reports as requested by the County that shall include, but not be limited to, the following:**
 - A. A review of economic conditions.
 - B. Updates on equity markets, the bond market and cash equivalents.
 - C. Investment returns:
 - a. Total return – Detail breakdown of beginning market value, contributions and withdrawals, income, capital gains/losses and ending market value.
 - b. Compare total return to actuarially assumed rate of return.
 - c. Calculate the money weighted internal rate of return per GASB 74 (annually only).
 - D. Comparison of returns in each asset category to their benchmarks including, but not limited to, the following:
 - a. Domestic equity
 - b. International equity
 - c. Domestic fixed income
 - d. Foreign fixed income
 - E. Relative performance to other OPEB plans.
 - F. Target allocations versus actual allocations.
 - G. Manager performance relative to the benchmark for each mutual fund or any other investment vehicle that may be used.
 - H. Perform a thorough investigation of any pooled investment funds, including mutual funds (annually only):
 - a. A description of eligible investment securities, and a written statement of investment policy objectives.
 - b. A description of interest calculations and how it is distributed, and how gains and losses are treated.
 - c. A description of how the securities are safeguarded (including the settlement processes), and how often are the securities priced and the program audited.
 - d. A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
 - e. A schedule for receiving statements and portfolio listings.

- f. A determination as to whether reserves, retained earnings, etc. are utilized by the pool/fund.
- g. A fee schedule and when and how it is assessed.

2. **SERVICES RELATIVE TO GENERAL CONSULTATION DURING CONTRACT TERM**

Provide general consultation to the County as needed regarding its plan document, design and operation of its deferred compensation program, written Investment Policy Statement, strategic goals, communication and detailed investment education programs, industry best practices for both internal and plan service provider procedures, implementation of new federal laws and regulatory changes, etc.

EXHIBIT I-2

**FEE SCHEDULE FORM
RFP # Y18-165-PD**

The Investment Consultant shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services, scope of work or specifications defined in this solicitation for the amounts specified in this Price Proposal Form.

Fees for Section 457 Deferred Compensation/Section 115 OPEB Trust Fund Investment Consulting Services:

Services Relative to Quarterly Investment Review Services and General Consultation Services

Fixed Annual Fee \$ _____ x 3-yr initial term = \$ _____

The County may negotiate a best and final fee offer from the selected firm(s) or individual(s).

Annual fixed fees represent the Investment Consultant's total compensation, including all expenses, for the services rendered.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

IFB/RFP Number & Title: Y18-165, SECTION 457 DEFERRED COMPENSATION/OTHER POST-EMPLOYMENT BENEFITS TRUST FUND
INVESTMENT CONSULTANT SERVICES Bidder/Proposer Name: _____

EQUAL OPPORTUNITY WORKFORCE SCHEDULE (Form J)

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____

Signature: _____

Form Approved by (Print): _____

Signature: _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

Y18-165-PD Section 457 Deferred Compensation/Other Post-employment Benefits Trust Fund Investment Consultant Services

Proposers shall list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes ____ No ____ (If no complete the form below)

Name of Sub-Contractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

Y18-165-PD Section 457 Deferred Compensation/Other Post-employment Benefits Trust Fund Investment Consultant Services

Additional points will be available for proposers who subcontract with registered SDV business enterprises. List **all** Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide **all** information requested. Use additional sheets if necessary.

Name of Sub-Contractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME INVESTMENT CONSULTANT

PERCENTAGE OF WORK ASSIGNED

- | | | | | |
|----|----------------|-------------|---------------|------------------|
| 1. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |
| 2. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |
| 3. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |
| 4. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |

SUB-Contractor

- | | | | | |
|----|----------------|-------------|---------------|------------------|
| 1. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |
| 2. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |
| 3. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |
| 4. | Name: _____ | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ |

Total Percentage (Must Equal 100%)
(Use additional pages if necessary) _____ %

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature)

(Date)

(Title)

(Name of Business)

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture * Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

* *Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

**DISPLACED WORKER
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF M/WBE UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-M/WBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-M/WBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I, _____, (M/WBE Sub-Contractor) understand that "It is my responsibility to submit the required Monthly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

I understand that I shall not be allowed to substitute or change subcontractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Investment Consultant Date

Printed Name & Title

Authorized Agent of M/WBE Sub-Contractor Date

Printed Name & Title

M/WBE Address

City State Zip Code

Phone Number Fax Number

E VERIFICATION CERTIFICATION

Contract No.Y18-165-PD

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y18-165-PD, SECTION 457 DEFERRED COMPENSATION/OTHER POST-EMPLOYMENT BENEFITS TRUST FUND INVESTMENT CONSULTANT SERVICES**, within the state of Florida.

NAME OF INVESTMENT CONSULTANT:

ADDRESS OF INVESTMENT CONSULTANT:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division

processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Investment Consultants, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, INVESTMENT CONSULTANTS, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimis costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), Investment Consultant(s), and subcontractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Investment Consultant, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the

County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) *Lobbying* also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent Investment Consultants, uninsured subcontractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of INVESTMENT
CONSULTANT: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____</p> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE NAIC #</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: 3. _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>
<p>INSURED</p> <p>2. Name of Insured Street Address City, State, Zip</p>	

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBSCRIBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY 9. <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<p>CERTIFICATE HOLDER</p> <p>13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>14. _____</p>
---	---

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED:** Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
- 4. ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- 6. POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- 9. AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT INVESTMENT CONSULTANT IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

EXHIBIT F

POTENTIAL CONFLICTS OF INTEREST QUESTIONNAIRE

1. Are you registered with the SEC or a state securities regulator as an investment adviser? If so, have you included in your response to this RFP all the disclosures required under those laws (including Part II of Form ADV)?

2. Do you or a related company have relationships with money managers that you recommend, consider for recommendation, or otherwise mention to the plan? If so, please describe those relationships.

3. Do you or a related company receive any payments from money managers you recommend, consider for recommendation, or otherwise mention to the plan for our consideration? If so, what is the extent of these payments in relation to your other income (revenue)?

4. Do you have any policies or procedures to address conflicts of interest or to prevent these payments or relationships from being a factor when you provide advice to your clients?

5. If you allow plans to pay your consulting fees using the plan's brokerage commissions, do you monitor the amount of commissions paid and alert plans when consulting fees have been paid in full? If not, how can a plan make sure it does not over-pay its consulting fees?

6. If you allow plans to pay your consulting fees using the plan's brokerage commissions, what steps do you take to ensure that the plan receives best execution for its securities trades?

7. Do you have any arrangements with broker-dealers under which you or a related company will benefit if money managers place trades for their clients with such broker-dealers?

8. Do you or a related company have relationships with any insurance companies that you recommend, consider for recommendation, or otherwise mention to the plan? If so, please describe those relationships.

9. Do you or a related company receive any payments from insurance companies you recommend, consider for recommendation, or otherwise mention to the plan for our consideration? If so, what is the extent of these payments in relation to your other income (revenue)?

10. If you are hired, will you acknowledge in writing that you have a fiduciary obligation as an investment adviser to the plan while providing the consulting services we are seeking?

11. Do you consider yourself a fiduciary under ERISA with respect to the recommendations you provide the plan?

12. What percentage of your plan clients utilize money managers, investment funds, brokerage services or other service providers from who you receive fees?

EXHIBIT G

DEFERRED COMPENSATION PLAN INVESTMENT OPTIONS

As of 12/31/2017

Active accounts:	3,697
Accounts with a balance:	4,387
Average number of funds held for an account:	2

Fund	Stock market ticker	Amount	Allocation
Vanguard Institutional Target Retirement 2025 Fund	VRIVX	\$28,891,770.55	12.6
Vanguard Institutional Target Retirement 2020 Fund	VITWX	\$27,144,837.80	11.9
Vanguard Institutional Target Retirement 2030 Fund	VTTWX	\$26,092,540.70	11.4
Vanguard Institutional Target Retirement 2035 Fund	VITFX	\$21,183,339.03	9.3
Vanguard Retirement Savings Trust III		\$20,406,279.42	8.9
Vanguard Institutional Target Retirement 2015 Fund	VITVX	\$17,450,760.85	7.6
Vanguard Institutional Target Retirement 2040 Fund	VIRSX	\$8,967,344.56	3.9
Vanguard Institutional Target Retirement Income Fund	VITRX	\$7,042,485.71	3.1
Vanguard 500 Index Fund Admiral Shares	VFIAX	\$6,677,769.88	2.9
Vanguard Total Stock Market Index Fund Admiral Shares	VTSAX	\$6,654,337.68	2.9
Vanguard Institutional Target Retirement 2045 Fund	VITLX	\$5,133,168.78	2.2
Vanguard PRIMECAP Core Fund	VPCCX	\$4,836,333.69	2.1
Vanguard Total Bond Market Index Fund Admiral Shares	VBTLX	\$4,795,969.18	2.1
Vanguard Morgan Growth Fund Admiral Shares	VMRAX	\$3,500,085.83	1.5
Vanguard Treasury Money Market Fund	VUSXX	\$3,218,218.02	1.4
Vanguard Extended Market Index Fund Admiral Shares	VEXAX	\$3,173,287.12	1.4
DFA U.S. Large Cap Value Portfolio	DFLVX	\$2,994,995.07	1.3
Vanguard Growth Index Fund Admiral Shares	VIGAX	\$2,892,478.97	1.3
Vanguard REIT Index Fund Admiral Shares	VGSLX	\$2,559,386.92	1.1
Vanguard Institutional Target Retirement 2050 Fund	VTRLX	\$2,506,752.40	1.1
Vanguard Brokerage Option Fund		\$2,347,985.89	1.0
Vanguard Small-Cap Growth Index Fund Admiral	VSGAX	\$2,255,001.12	1.0

Vanguard Intermediate-Term Treasury Fund Admiral Shares	VFIUX	\$2,220,740.40	1.0
Vanguard Total International Stock Index Fund Admiral Shares	VTIAX	\$2,119,748.83	0.9
DFA Emerging Markets Value Portfolio; Institutional Class Shares	DFEVX	\$1,960,483.44	0.9
Vanguard International Growth Fund Admiral Shares	VWILX	\$1,928,380.88	0.8
DFA US Small Cap Portfolio	DFSTX	\$1,671,486.82	0.7
Vanguard Value Index Fund Admiral Shares	VVIAX	\$1,420,393.49	0.6
Vanguard Small-Cap Value Index Fund Admiral	VSIAX	\$1,405,666.10	0.6
Vanguard Short-Term Inflation-Protected Securities Index Fund Admiral Shares	VTAPX	\$1,255,583.77	0.5
DFA International Value Portfolio	DFIVX	\$1,080,385.41	0.5
DFA US Small Cap Value Portfolio	DFSVX	\$641,715.84	0.3
Vanguard Total International Bond Index Fund Admiral Shares	VTABX	\$554,068.69	0.2
Vanguard Institutional Target Retirement 2055 Fund	VIVLX	\$480,087.07	0.2
DFA International Small Company Portfolio	DFISX	\$441,065.59	0.2
Vanguard Institutional Target Retirement 2060 Fund	VILVX	\$338,714.30	0.1
Vanguard Federal Money Market Fund	VMFXX	\$277,561.79	0.1
Vanguard Institutional Target Retirement 2065 Fund	VSXFX	\$9,360.02	0.0
TOTAL		\$228,530,571.61	100.0

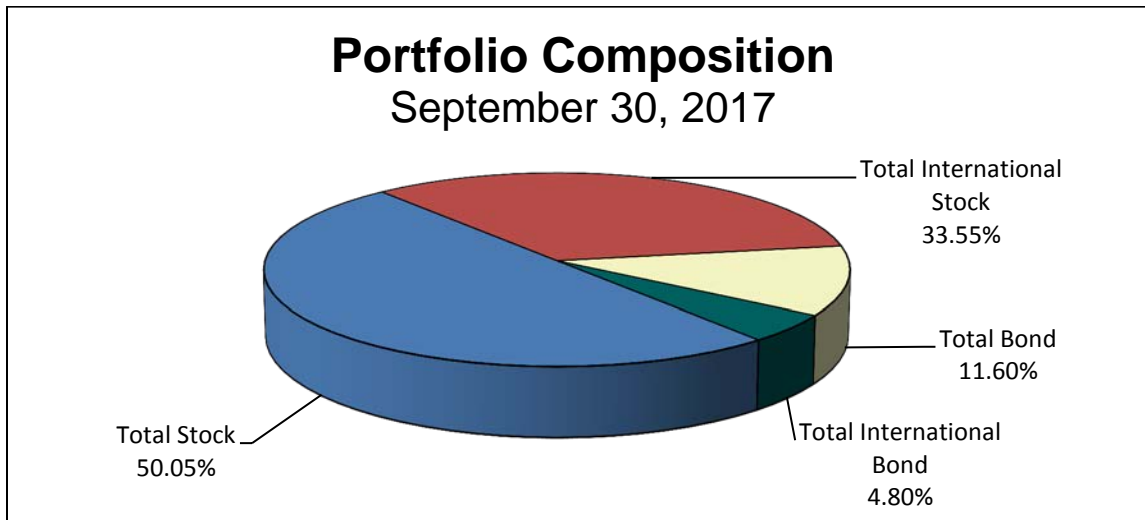
EXHIBIT H

OPEB TRUST FUND INVESTMENT PORTFOLIO

PORTFOLIO OBJECTIVE

The Retiree Health Care Trust (the Trust) portfolio is invested to achieve a long-term return of 7.0% annually, provide a sufficient level of funds to meet future disbursements on an inflation-adjusted basis and maximize returns for the level of risk taken. The Trust's 7.0% total return objective is based on the actuarially assumed rate of return. After providing a level of funds necessary to cover liquidity needs with investments in the Vanguard Treasury Money Market Fund (Money Market) and a Wells Fargo demand deposit bank account (DDA), the target asset allocation is as follows: Vanguard Total Stock Market Index Fund, 50%; Vanguard Total International Stock Index Fund, 33%; Vanguard Total Bond Market Index Fund, 12%; and Vanguard Total International Bond Index Fund, 5%.

PORTFOLIO COMPOSITION



Portfolio Balance and Variation from Targets

September 30, 2017

<u>Current Allocations</u>	<u>Balance</u>	<u>Actual</u>	<u>Target</u>	<u>Variance</u>
Wells Fargo DDA	\$ 156,546	NA	NA	NA
Money Market	283,960	NA	NA	NA
Liquidity Investments	<u>\$ 440,506</u>			
Total Stock	\$ 35,844,233	50.05%	50.00%	0.05%
Total International Stock	24,028,597	33.55%	33.00%	0.55%
Total Bond	8,305,389	11.60%	12.00%	-0.40%
Total International Bond	3,434,451	4.80%	5.00%	-0.20%
Long-term Investments	<u>\$ 71,612,69</u>			
Total Balance	<u><u>\$ 72,053,176</u></u>			

EXHIBIT I

Contract # Y18-_____

This Contract is made as of the ____ day of _____, 2018 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the INVESTMENT CONSULTANT, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the INVESTMENT CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The INVESTMENT CONSULTANT’S responsibility under this Contract is to provide professional/consultation services in the area of _____, as more specifically set forth in the Scope of Services detailed in Exhibit “I-1”.

The INVESTMENT CONSULTANT understands that it is a fiduciary and assumes the responsibilities of a fiduciary relative to the consulting services performed under the Scope of Work. The INVESTMENT CONSULTANT further agrees that it shall be held to the highest fiduciary standard of care under federal (E.R.I.S.A.) and state law. The INVESTMENT CONSULTANT represents that neither the firm nor any employee of the firm is, or has ever been, prohibited or constrained from acting as a fiduciary or from providing investment advice by any court or state, or by the Department of Labor, Securities and Exchange Commission, or any other agency or department of the U.S. government.

The COUNTY’S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 - SCHEDULE

The INVESTMENT CONSULTANT shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “I-1”.

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of _____ (____) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the INVESTMENT CONSULTANT within the time specified in the order. The contract shall govern the INVESTMENT CONSULTANT and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

ARTICLE 3 - PAYMENTS TO INVESTMENT CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed _____ Dollars (\$_____). The INVESTMENT CONSULTANT will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The INVESTMENT CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the INVESTMENT CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the INVESTMENT CONSULTANT will clearly state "final invoice" on the INVESTMENT CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the INVESTMENT CONSULTANT.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the INVESTMENT CONSULTANT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the INVESTMENT CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside INVESTMENT CONSULTANTS. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the INVESTMENT CONSULTANT, terminate this contract for default in whole or in part (delivery orders, if applicable) if the INVESTMENT CONSULTANT fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards

2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the INVESTMENT CONSULTANT through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the INVESTMENT CONSULTANT in accordance with the County's Procurement Ordinance. The INVESTMENT CONSULTANT and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the INVESTMENT CONSULTANT's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the INVESTMENT CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the INVESTMENT CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither INVESTMENT CONSULTANT nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of INVESTMENT CONSULTANT or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If INVESTMENT CONSULTANT is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of INVESTMENT CONSULTANT, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the INVESTMENT CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 6 - PERSONNEL

The INVESTMENT CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the INVESTMENT CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the INVESTMENT CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The INVESTMENT CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the INVESTMENT CONSULTANT remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

A. The INVESTMENT CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subcontractor contract dollar amount(s) for the M/WBE subcontractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed subcontract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these subcontract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the INVESTMENT CONSULTANT shall ensure that the M/WBE participation percentage proposed in the INVESTMENT CONSULTANT's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The INVESTMENT CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime INVESTMENT CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all subcontractors** utilized by the prime INVESTMENT CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime INVESTMENT CONSULTANT prior to the issuance of final payment.
- E. In the event a certified M/WBE subcontractor's subcontract is terminated for convenience, the INVESTMENT CONSULTANT shall submit a letter to the Business Development Division from the terminated subcontractor evidencing their concurrence with the termination. In the event a certified M/WBE subcontractor's subcontract is terminated for cause, the INVESTMENT CONSULTANT shall justify the replacement of that subcontractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all subcontractors working on COUNTY projects. The INVESTMENT CONSULTANT shall:
 - 1. Submit copies of executed contracts between the INVESTMENT CONSULTANT and all of its M/WBE subcontractors to the Business Development Division.
 - 2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
 - 3. The INVESTMENT CONSULTANT must include in the subcontract agreement:
 - a) Prompt Payment Clause to the M/WBE subcontractor

- b) Payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Sub-Contractor/suppliers within 72 hours of receipt of payment from the County
- c) The following statement: "It is the M/WBE responsibility to submit the required Monthly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division."

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- G. By entering into this contract, the INVESTMENT CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the INVESTMENT CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime INVESTMENT CONSULTANT shall be responsible for reporting (SDV) subcontractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

- A. The INVESTMENT CONSULTANT shall be responsible for reporting SDV subcontractor contract dollar amount(s) for the SDV subcontractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed subcontract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these subcontract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime INVESTMENT CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all subcontractors** utilized by the INVESTMENT CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the INVESTMENT CONSULTANT prior to the issuance of final payment.

- C. In the event a registered SDV subcontractor's subcontract is terminated for convince, the INVESTMENT CONSULTANT shall call and submit a letter to the BDD from the terminated subcontractor evidencing their concurrence with the termination. In the event a registered SDV subcontractor's subcontract is terminated for cause, the INVESTMENT CONSULTANT shall justify the replacement of that subcontractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all subcontractors working on COUNTY projects. The INVESTMENT CONSULTANT shall:
 - 1. Submit copies of executed contracts between the INVESTMENT CONSULTANT and all of its SDV subcontractors to the BDD.
 - 4. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the INVESTMENT CONSULTANT and SDV subcontractors (stating that payment will be made to the subcontractor within 72 hours of receipt of payment from the COUNTY. The INVESTMENT CONSULTANT shall pay each subcontractor for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the INVESTMENT CONSULTANT affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the INVESTMENT CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the INVESTMENT CONSULTANT. The INVESTMENT CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the INVESTMENT CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The INVESTMENT CONSULTANT shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 11 - INSURANCE REQUIREMENTS:

INVESTMENT CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of

insurance maintained by INVESTMENT CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by INVESTMENT CONSULTANT under this contract. INVESTMENT CONSULTANT is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The INVESTMENT CONSULTANT shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The INVESTMENT CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$[Click here to enter text](#) per occurrence. INVESTMENT CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The INVESTMENT CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the INVESTMENT CONSULTANT does not own automobiles the INVESTMENT CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- Workers' Compensation - The INVESTMENT CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any INVESTMENT CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

Optional Coverage:

- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Fidelity/Employee Dishonesty- with a limit greater than or equal to the contract amount
- Sexual Abuse & Molestation- with a limit of not less than \$100,000 per occurrence/claim
- Law Enforcement Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Liquor Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Garage Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Pesticide Herbicide Application Liability- with a limit of not less than \$1, 000,000 per occurrence/claim
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Aircraft Liability- with a limit of not less than \$2,000,000 per occurrence/claim
- All-risk Property- with a limit greater than or equal to the replacement cost of the INVESTMENT CONSULTANT's equipment

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of INVESTMENT CONSULTANT most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the INVESTMENT CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the INVESTMENT CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the INVESTMENT CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract INVESTMENT CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the INVESTMENT CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then INVESTMENT CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the INVESTMENT CONSULTANT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the INVESTMENT CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the INVESTMENT CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. INVESTMENT CONSULTANT shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The INVESTMENT CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 12 - INDEMNIFICATION

To the fullest extent permitted by law, the INVESTMENT CONSULTANT shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the INVESTMENT CONSULTANT or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the INVESTMENT CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the INVESTMENT CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the INVESTMENT CONSULTANT.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the INVESTMENT CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 16 - CONFLICT OF INTEREST

The INVESTMENT CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The INVESTMENT CONSULTANT further represents that no person having any interest shall be employed for said performance.

The INVESTMENT CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the INVESTMENT CONSULTANT'S judgment or quality of services being provided

hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the INVESTMENT CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the INVESTMENT CONSULTANT. The COUNTY agrees to notify the INVESTMENT CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of the notification by the INVESTMENT CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the INVESTMENT CONSULTANT, the COUNTY shall so state in the notification and the INVESTMENT CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the INVESTMENT CONSULTANT under the terms of this Contract.

ARTICLE 17 - EXCUSABLE DELAYS

The INVESTMENT CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the INVESTMENT CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the INVESTMENT CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the INVESTMENT CONSULTANT'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 18 - ARREARS

The INVESTMENT CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The INVESTMENT CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The INVESTMENT CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the INVESTMENT CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the INVESTMENT CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT INVESTMENT CONSULTANT RELATIONSHIP

The INVESTMENT CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent INVESTMENT CONSULTANT, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the INVESTMENT CONSULTANT'S sole direction, supervision, and control. The INVESTMENT CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the INVESTMENT CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent INVESTMENT CONSULTANT and not as employees or agents of the COUNTY.

The INVESTMENT CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 21 - CONTINGENT FEES

The INVESTMENT CONSULTANT warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the INVESTMENT CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the INVESTMENT CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The INVESTMENT CONSULTANT shall establish and maintain a reasonable accounting system, which enables ready identification of INVESTMENT CONSULTANT'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the INVESTMENT CONSULTANT or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the INVESTMENT CONSULTANT'S place of business. This right to audit shall include the INVESTMENT CONSULTANT'S subcontractors used to procure goods or services under the contract with the COUNTY. INVESTMENT CONSULTANT shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

ARTICLE 23 – EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the INVESTMENT CONSULTANT shall abide by the following provisions:

- A. The INVESTMENT CONSULTANT shall represent that the INVESTMENT CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The INVESTMENT CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the INVESTMENT CONSULTANT into the contracts of any applicable subcontractors.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the INVESTMENT CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The INVESTMENT CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the INVESTMENT CONSULTANT of the COUNTY'S notification of a contemplated change, the INVESTMENT CONSULTANT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the INVESTMENT CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the INVESTMENT CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the INVESTMENT CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 –DISPLACED WORKERS

INVESTMENT CONSULTANT has committed to hire _____ () CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

INVESTMENT CONSULTANT shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the INVESTMENT CONSULTANT to ensure that the process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the INVESTMENT CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the INVESTMENT CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the INVESTMENT CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 30 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the INVESTMENT CONSULTANT all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the INVESTMENT CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 31 - CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by an INVESTMENT CONSULTANT against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The INVESTMENT CONSULTANT also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the INVESTMENT CONSULTANT believes the County is liable; and that I am duly authorized to certify the claim on behalf of the INVESTMENT CONSULTANT."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the INVESTMENT CONSULTANT. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of INVESTMENT CONSULTANT'S written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The INVESTMENT CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 32 - TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to INVESTMENT CONSULTANTS and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 33 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the INVESTMENT CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the INVESTMENT CONSULTANT to perform employment duties within

Florida and (b) all persons, including subcontractors, assigned by the INVESTMENT CONSULTANT to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the INVESTMENT CONSULTANT confirms that all employees in the above categories will undergo e-verification before placement on this contract. The INVESTMENT CONSULTANT further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 34 – LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 35 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 36 – PRICE ESCALATION

36.1 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the INVESTMENT CONSULTANT notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, INVESTMENT CONSULTANT shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the INVESTMENT CONSULTANT shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the INVESTMENT CONSULTANT fails to pass the decrease on to the County, the County reserves the right to place the INVESTMENT CONSULTANT in default, cancel the award, and remove the INVESTMENT CONSULTANT from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 37 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the INVESTMENT CONSULTANT shall be mailed to:

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and INVESTMENT CONSULTANT has hereunto set its hand the day and year above written.

INVESTMENT CONSULTANT:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.,
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

EXHIBIT I-1

SCOPE OF SERVICES

Services to be provided in accordance with this Contract include quarterly evaluation of the performance and cost of investment options offered to participants of the Deferred Compensation Program as well as quarterly evaluation of the performance and cost of the investments in the Section 115 OPEB Trust Fund. Services also include general consultation services regarding Section 457 deferred compensation and Section 115 OPEB Trust Fund investment issues.

Deferred compensation investment consulting services shall include, but not be limited to, the following:

1. SERVICES RELATIVE TO QUARTERLY INVESTMENT REVIEW SERVICES

- A. Provide quarterly written reports as requested by the County which includes, but is not limited to, the following:
 - 1. An economic overview and general market conditions for the reporting period.
 - 2. A comparison of each investment option's performance to appropriate market indices and universes of similarly managed vehicles.
 - 3. A verification of investment style of each investment option.
 - 4. A measurement of the risk characteristics of each investment option.
 - 5. Historical performance with a focus on consistency.
 - 6. Morningstar or equivalent ratings.
 - 7. Comments on manager tenure and on the popularity of funds among participants.
 - 8. A review of expenses and returns of each fund option.
 - 9. An analysis of the extent to which investment policies have been carried out and how they have affected actual fund performance.
 - 10. Recommendations for alternatives to address any of the above.
 - i. A summary of findings and recommendations based on individual funds' strengths and/or weaknesses in the Plan.
 - ii. A review of plan participant fund selections by age.

2. **SERVICES RELATIVE TO GENERAL CONSULTATION DURING CONTRACT TERM**

Provide general consultation to the County as needed regarding its plan document, design and operation of its deferred compensation program, written Investment Policy Statement, strategic goals, communication and detailed investment education programs, industry best practices for both internal and plan service provider procedures, implementation of new federal laws and regulatory changes, etc. Provide general consultation to the County as needed regarding the investment portfolio of the Section 115 OPEB Trust Fund.

EXHIBIT I-4

ORANGE COUNTY, FLORIDA

SECTION 457 DEFERRED COMPENSATION PROGRAM

CONFIDENTIALITY STATEMENT

I hereby certify that I have read and understand the following:

1. Section 112.215(7), Florida Statutes provides that all records identifying individual participants in any deferred compensation program and their personal account activities are confidential and exempt from the public records provisions of Section 119.07(1), Florida Statutes.
2. When in receipt of confidential Section 457 Deferred Compensation program information from Orange County or any Third Party Administrator/Record keeper, employees of the firm are subject to the same requirements of confidentiality and the same penalties for violation of those requirements as are employees of the County.
3. Confidential Section 457 Deferred Compensation program information maintained in electronic format must be secured in such a way as to prevent any unauthorized access to this information.
4. Confidential Section 457 Deferred Compensation program information in hard copy format must be kept under lock and key when not being used.
5. Confidential Section 457 Deferred Compensation program information may be used for official purposes only.
6. When no longer needed, confidential Section 457 Deferred Compensation program information will be returned to the County, or permanently deleted if in electronic format, or destroyed by shredding or incineration if in hard copy format.

ORGANIZATION

NAME (PLEASE PRINT)

TITLE

SIGNATURE

DATE