



VICTOR D. CRIST
CLERK OF THE CIRCUIT COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FLORIDA
REQUEST FOR PROPOSAL
FOR
INVESTMENT MANAGEMENT SERVICES REQUEST FOR PROPOSAL (RFP)
NUMBER 02/26

June 8, 2026

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PART I - REQUEST FOR PROPOSAL NUMBER 02/26

NOTICE

VICTOR D. CRIST, CLERK OF THE CIRCUIT COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FLORIDA, IS ACCEPTING
SEALED PROPOSALS
FOR INVESTMENT MANAGEMENT SERVICES

All Proposals must be delivered to the Clerk of the Circuit Court & Comptroller, Purchasing Department, 407 N East Street, Tampa, Florida, 33602 or mailed to the Clerk of the Circuit Court & Comptroller, P.O. Box 1110, Tampa, Florida 33601, Attention: Purchasing Department, and received no later than 2:00 P.M. (Local Time), July 10, 2026.

Documents may be obtained at the above address. The Proposal opening will be at 601 E. Kennedy Blvd., 13th Floor, Training Room A, Tampa, Florida 33602.

Pursuant to the Laws of Florida, a Proposal under this advertisement will also allow agencies such as chartered municipalities, local public agencies, boards or other governmental authorities existing within the State of Florida to purchase goods or services during the effective period of the contract under the same terms and conditions as the awarded contract, including price.

ALL PROPOSALS MUST BE SEALED AND MARKED ON THE ENVELOPE: "SEALED PROPOSAL FOR INVESTMENT MANAGEMENT SERVICES, REQUEST FOR PROPOSAL NUMBER 02/26".

PART II - REQUEST FOR PROPOSAL NUMBER (02/26)

INTRODUCTION

A. OBJECTIVE

The Hillsborough County Clerk of Circuit Court & Comptroller is seeking proposals from qualified investment management firms to provide professional fixed-income investment management services for approximately \$1.5 billion in short-term operating and reserve funds currently managed by the Clerk's Office.

The selected firm(s) will be expected to provide investment management services in accordance with Section 218.415, Florida Statutes; the Clerk's Investment Policy; applicable bond covenants; governmental accounting and reporting standards; and any additional requirements established by the Clerk.

The Clerk's primary investment objectives, in order of priority, are: (1) Preservation of principal, (2) Liquidity, and (3) Yield consistent with statutory and policy constraints.

The Clerk of the Circuit Court & Comptroller of Hillsborough County, Florida, will select the Firm or Firms determined to have submitted the most Responsive and Responsible Proposal, based upon selection criteria, to enter contract negotiations. This does not mean that all aspects of the selected Proposal are acceptable to the Clerk, and the Clerk reserves the right to modify or reject terms and conditions proposed by the successful Firm or Firms as deemed necessary to ensure the satisfactory procurement of Investment Management Services. It is the Clerk's intent to contract Investment Management Services from one or more Proposer; however, the Clerk reserves the right to enter into additional Agreements for like services with other Firms. Selection of a Proposal constitutes a commitment by the Clerk to enter into negotiations with the Proposer for the purpose of attempting to execute an Agreement satisfactory to both parties.

Nothing in this section replaces or supersedes anything in the Request for Proposal documents, and Proposers are cautioned not to rely on this section as a substitute for reading and complying with the Request for Proposal documents.

B. DEFINITIONS

The Clerk adopts the definitions contained in s. 60A-1.001, Florida Administrative Code, which shall apply to this Contract. The following additional terms are also defined:

1. **Addendum/Addenda**
Additional instructions or terms and conditions issued in writing by the Clerk prior to selecting a final Proposal.
2. **Agreement**
The enforceable Agreement that results from a successful solicitation or procurement. The parties to the Contract will be the Clerk and Contractor.
3. **Attachments**
Documents included in the Request for Proposal to be completed by the Proposer and returned as the **Investment Management Services** Proposal.
4. **Bonds**
Instruments of security furnished by the Proposer and his surety in accordance with the Proposal documents, if required.
5. **Clerk of the Circuit Court & Comptroller of Hillsborough County, Florida**
VICTOR D. CRIST, Clerk of the Circuit Court & Comptroller for Hillsborough County, Florida, a constitutional officer of Florida, sometimes referred to as the Clerk.
6. **Confidential Information**
Confidential Information of the Clerk includes any information deemed confidential under Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) Disclosure regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (iv) is independently developed by Recipient without restriction pursuant to judicial action or government regulation.
7. **Contract(s)**
Sometimes referred to as an Agreement(s), see Item 2 above.
8. **Day**
One (1) consecutive period of twenty-four (24) hours or one (1) calendar day when used in the Proposal documents.

9. **Disclosure**
The party providing Confidential Information to the Recipient.
10. **Firm/Proposer/Contractor**
An organization qualified and capable of providing the requested product(s) or service(s) in accordance with this Request for Proposal.
11. **Fiscal Year**
October 1 through September 30.
12. **Letter of Intent**
Letter to inform the Clerk of a Firm's intent to submit a Proposal (see PART V).
13. **Negotiations**
The discussions subsequent to the selection of a Proposal between authorized representatives of the Clerk and the successful Firm.
14. **Product**
Any deliverable under the Contract, which may include goods or commodities, equipment, technology hardware, technology software including licenses, technology, connectivity to facilities such as fiber optic runs and services including professional services.
15. **Proposal (sometimes referred to as Proposal)**
Documents to be completed and submitted with all required Attachments, in accordance with this Request for Proposal (see PART IV).
16. **Recipient**
The party receiving Confidential Information from the discloser.
17. **Request for Proposal (RFP)**
The solicitation of Proposals from Firms by the Clerk, as described in this document.
18. **Responsible Proposal**
A Proposal indicating past performance, business and financial capabilities are such that the Firm would be judged by appropriate authority to be capable of satisfying the Request for Proposal.
19. **Responsive Proposal**
A Proposal which appears capable of satisfying the Specifications and terms and conditions set out in this Request for Proposal.

20. **Samples**
Informational items included by the Proposer intended to support the Proposal and are so labeled.
21. **Specifications**
The general conditions, special instructions and technical requirements as described in this Request for Proposal.
22. **Surety**
Any corporation that guarantees or insures the Contractor's performance against loss, damage or default.
23. **Term Contract**
A Contract with an indefinite quantity to furnish goods or services during a specific period.
24. **Selection Advisory Committee**
The Clerk may establish a committee where members are comprised of community stakeholders to review the Proposals, and rankings determined by the Evaluation Committee.

C. SCHEDULE

1. **Letter of Intent**

Should be completed and returned by Friday, June 22, 2026.

2. **Proposal Questions**

Written inquiries will be accepted beginning Monday, June 23, 2026, through 5:00 PM (Local Time), Friday, June 30, 2026. Responses will be issued via formal Addendum to all Firms that have submitted a Letter of Intent by Monday, July 1, 2026.

3. **Proposal Deadline**

All Proposals must be received by 2:00 P.M.(Local Time), Friday, July 10, 2026.

4. **Proposal Opening**

2:15 P.M (Local Time), Friday, July 10, 2026

5. **Proposal Selection**

Within (30) days of Proposal opening.

D. INSTRUCTIONS TO PROPOSERS

1. Letter of Intent

The Letter of Intent should be completed and returned no later than Friday, June 22, 2026, by each Firm in receipt of this Request for Proposal intending to submit a Proposal. Letters of Intent may be emailed to Clerk of the Circuit Court & Comptroller, Purchasing Department at purchase@hillsclerk.com. Clerk will use information in the Letter of Intent to issue Request for Proposal Addenda and other announcements as may be required.

2. Proposal Document Compliance

The Proposer is solely responsible for reading and completely understanding the Request for Proposal documents.

3. Proposal Questions

a. General

Each Firm submitting a Proposal shall examine the Request for Proposal and Attachments and shall judge all matters relating to the adequacy and accuracy of such documents.

b. Technical/Clarification/Interpretation

Firms should submit written technical inquiries or inquiries concerning clarification or interpretation to:

Clerk of the Circuit Court & Comptroller
Attention: Purchasing
P.O. Box 1110
Tampa, Florida 33601
E-Mail: purchase@hillsclerk.com

Firms experiencing technical difficulties with the Request for Proposal documents should submit written inquiries no later than 5:00 P.M. (Local Time), Monday, June 22, 2026, which coincides with the Letter of Intent deadline. All other written inquiries will be accepted beginning Tuesday, June 23, 2026, through 5:00 P.M. (Local Time), Monday, June 30, 2026. The Clerk will compile all submitted questions and issue responses via a formal Compiled Proposer Questions Addendum distributed to all Firms that have submitted a Letter of Intent by Wednesday, July 1, 2026. The Clerk will only be responsible for interpretations provided in writing through this process. Questions submitted after June 30, 2026, will not be answered.

4. Marking Proposal Envelope

All Proposals must be sealed in an envelope marked: "**SEALED PROPOSAL FOR INVESTMENT MANAGEMENT SERVICES, REQUEST FOR PROPOSAL NUMBER 02/26**".

5. **Complete Proposal**

Proposers must complete and return PART IV, Proposal with required Attachments. The Clerk encourages Proposers to submit proposals even if they cannot provide 100% of the requested services. Proposers should clearly identify in their proposal submission which components they can provide and any limitations or exclusions. Partial proposals will be evaluated based on the scope of services offered and the Proposer's ability to meet the Clerk's critical requirements. The Clerk reserves the right to award multiple contracts or negotiate scope adjustments to best meet organizational needs.

The Proposer must complete and return **four (4) signed original Proposals**.

6. **Deviations**

Deviations from the Request for Proposal documents need to be listed in the Proposal, PART IV, Attachment 5, entitled "Deviations". Deviations may be grounds for rejection of the Proposal (see PART IV, Item E).

7. **Addenda**

Changes to the Request for Proposal may be made by and at the sole discretion of the Clerk. Changes will be mailed to the Firms that have returned a Letter of Intent (see PART V).

8. **Proposal Deadline**

Deadline for receiving Proposal: 2:00 P.M., (Local Time) Friday, July 10, 2026.

9. **Proposal Opening Date**

Opening Time: 2:15 P.M. (Local Time), Friday, July 10, 2026

Opening Location: 601 E. Kennedy Blvd., 13th Floor, Training Room A, Tampa, Florida 33602.

10. **Proposal Delivery**

All Proposals must be delivered to the Clerk of the Circuit Court & Comptroller, Purchasing Department, 407 N. East Street, Tampa, Florida, 33602 or mailed to the Clerk of the Circuit Court & Comptroller, P.O. Box 1110, Tampa, Florida 33601, Attention: Purchasing Department, and received no later than 2:00 P.M. EST, Friday, July 10, 2026. The delivery of said Proposal prior to the deadline is solely and strictly the responsibility of the Proposer. The Proposal receipt time will be marked on the envelope when received. Under no circumstances will Proposals delivered after the receipt time specified be considered. Late Proposals will be returned to the Proposer unopened with a notation "This Proposal was received after delivery time designated for the receipt of Proposals." The Clerk will not be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence including, specifically but not limited to, severe weather conditions.

11. **Proposal Cost**

The Clerk is not liable for any costs incurred by the Proposer in responding to this Request for Proposal.

12. **Proposal Withdrawal**

Proposals, once delivered, may be subsequently withdrawn only if written notice of withdrawal is received by the Clerk of the Circuit Court & Comptroller Purchasing Department, 407 N East Street, Tampa, Florida 33602, prior to the time fixed for the opening of Proposals. Negligence on the part of the Firm in preparing its Proposal confers no right of withdrawal or modification of its Proposal after such Proposal has been opened by the Clerk. Proposers may not withdraw or modify their Proposals after the Proposal opening except as provided by Law.

13. **Proposal Opening**

At the time and place fixed for the opening of Proposals, every Proposal delivered within the time fixed for receiving Proposals will be opened. The name of each Firm and the net Proposal price(s) shall be publicly read aloud, irrespective of any irregularities found therein. Proposers, their representatives and other interested persons may be present.

14. **Proposal Signature**

Original Proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable).

15. **Clarification**

The Clerk may seek clarifying information regarding any Proposal. Such clarifying information shall be provided by the Proposer in writing and shall become part of their Proposal.

16. **Rejection of Proposals**

The Clerk, at his sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning the Proposals whenever such rejection or waiver is in the best interest of the Clerk. The Clerk reserves the right to reject the Proposal of any Firm who has previously failed to perform properly, who has failed to complete contracts on time, or who is judged not in a position to satisfy this Request for Proposal.

17. **Proposal Errors or Conflicts**

In the event of error in the extension of Proposal prices, the unit prices shall govern. Proposals having erasures or corrections must be initialed and dated in ink by the Proposer. In the case of conflicts in the Proposal, the better price, condition or response as determined by the Clerk shall be given precedence in evaluating the Proposal.

18. **Proposal Prices**

Proposal prices will remain firm for (180) days after Proposal opening. The Proposer may not withdraw its Proposal after Proposal opening except as provided by law.

19. **Issuing Office**

The Clerk of the Circuit Court & Comptroller, Hillsborough County, Florida, is the issuing office.

20. **Contract Negotiations**

An Agreement(s) will be negotiated with the Firm submitting the most Responsive and Responsible Proposal in accordance with selection criteria, provided said Proposal is in the best interest of the Clerk.

21. **Proposal Selection**

The successful Proposer will be notified by the Clerk in writing. Selection is not final until written notice is received by the successful Proposer. Selection shall be made in accordance with the procedure described in Part II, Section G.

22. **Contract Signing**

The Proposer selected for negotiation will be required to sign a Contract. The Agreement will incorporate all requirements of the Request for Proposal, and addenda thereto, including the Proposal submitted by the selected Firm.

The Agreement must contain the names of a designated representative and an alternate. The designated persons must have the authority to make timely decisions

regarding handling of Contract services and the application of any company policy in the normal course of business.

23. **Clerk's Contract Representative**

The Director of Procurement, Julian Mendez, will be the Clerk's Contract Representative at (813) 307-7039.

24. **Americans with Disabilities Act (ADA)**

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this Request for Proposal should contact Julian Mendez, ADA Coordinator, not later than seven (7) days prior to the Proposal Deadline, at (813) 307-7039, or via Florida Relay Service (TDD) for the hearing impaired by dialing 7-1-1 to reach a Relay Operator.

25. **Evaluation Committee**

An Evaluation Committee appointed by the Clerk will be used to evaluate the Proposals. These individuals will evaluate each qualified RFP response. Individually these committee members will award points to the Proposals based on the Evaluation and Selection Criteria outlined in Part II, Section G.

26. **Selection Advisory Committee**

The Clerk may establish a Selection Advisory Committee comprised of community stakeholders to review the Proposals based on the evaluation and selection criteria established in Part II, Section G. The final decision to select shall be the Clerk's.

E. STANDARD TERMS AND CONDITIONS OF THE CONTRACT

1. Statutory, Rule and Ordinance Requirements

These Proposal documents do not attempt to list the federal, state, or county laws, ordinances, rules, or regulations that may affect the Firm's Proposal or the performance of the Agreement. Lack of knowledge by the Proposer will not relieve the Proposer from compliance with the law or performance as required under the Agreement. The successful Proposer must furnish all necessary licenses and permits required.

2. Incorporation of Proposal Documents

The Agreement, PART VI, of the Request for Proposal, will incorporate PARTS I - V of the Proposal documents.

3. No Assignment of Contract

No Proposer may assign its Proposal or Agreement, in whole or in part, without the prior written authorization and at the sole discretion of the Clerk.

4. Contract Amendments

The parties agree that the terms, scope, and conditions of the Agreement may be amended in writing signed by authorized representatives of both parties.

5. Governing Domicile

The Proposal documents, the Contract and the Firm's successful performance will be governed by the laws of the State of Florida. The venue of any legal action involving this Request for Proposal or the resulting Agreement shall be in Hillsborough County, Florida.

6. Occupational Safety and Health Act (OSHA)

In instances where such is applicable, all material and equipment shall conform to the Occupational Safety and Health Act (OSHA) requirements.

7. Maintenance of Records

The Proposer will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the Proposer for a minimum of five (5) years from the date of termination of this Agreement or from the date of final payment under this Agreement, whichever is longer (the "Record Retention Period".) The Clerk and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Clerk deems necessary during the Agreement period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record Retention Period, the Clerk, shall also

have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer as concerns the aforesaid records and documentation.

8. **Non-Discrimination**

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, handicap, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Proposer assures the Clerk that said Firm is in compliance with the above and with all applicable laws concerning discrimination. The Proposer understands that this Agreement is conditioned upon the veracity of Attachment 8, entitled "Equal Employment Opportunity Statement".

9. **Termination**

a. Annual Appropriations

The Clerk's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify the Contractor of such occurrence, and the Contract shall terminate on the last day of the current Fiscal Year without penalty or expense to the Clerk.

b. General

The Clerk will have the right to terminate the Agreement for any reason without incurring any liability by providing (one hundred eighty (180) days) written notice to the Firm.

c. Termination by Clerk

In addition, the Clerk may terminate the Agreement as follows:

- (1) The Clerk may provide written notice to the Firm of any failure to perform services as described in the Agreement or failure to comply with any of the terms and conditions of the Agreement. If the Clerk provides notice of failure to perform or comply, the Firm will have thirty (30) days in which to remedy the default or to show compliance with the Agreement. If the Firm fails to do so, the Clerk may thereafter terminate the Agreement.

(2) The Clerk may terminate the Agreement immediately by providing written notice without prejudice to any other right of action or remedy if the Firm becomes insolvent or becomes financially unable to carry out its obligations under the Agreement.

d. Impossibility of Performance

The Agreement, or any portion thereof, may be terminated by either party due to impossibility of performance caused by an act of God, floods, fires, storms, strikes, lockouts, disputes with employees, riot, insurrection, acts of public enemy, war, federal, state, municipal and local restrictions, prohibitions, regulations, and requisitions or other interferences beyond the control of the parties to the extent that same prevent or delay the performance of the obligations herein contained. In the event the Agreement cannot be completed due to conditions beyond the control of and through no fault of either party, the Firm may submit an invoice showing in detail the services performed under the Agreement through the date of termination. The Clerk will then pay the Firm for such services rendered but not previously paid for. Upon payment for such services rendered, all completed materials prepared under the Agreement must be provided to the Clerk.

e. Termination for Violation of Section 287.135, Florida Statutes.

(1) If the contract is worth one million dollars or more, the Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor submitted a false certification under s. 287.135(5), or has been placed on a list created pursuant to s. 215.473, relating to scrutinized active business operations in Iran.

(2) The Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel.

(3) The Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor or Other Entity has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the Boycott of Israel.

10. **No Damage for Delay in Providing Services**

The Clerk shall not be liable to the Proposers for damages resulting from delays which are caused by the Clerk. In the event of a delay in the performance of this Agreement caused by the Clerk, the Proposer's sole remedy shall be to request an appropriate extension of time.

11. **Independent Contractor**

The Proposer agrees that it will conduct itself in a manner consistent with its status as an independent contractor. The Firm, its employees, and its agents shall neither hold themselves out as, nor claim to be, officers, agents, representatives or employees of the Clerk. This restriction shall include, but not be limited to, issues relating to worker's compensation coverage, unemployment benefits, social security, or retirement membership or credit.

12. **Planning Level Decisions**

This Request for Proposal is a result of planning level decisions by the Clerk.

13. **Time is of the Essence**

Time is of the essence in the performance of the Agreement.

14. **Warranty - Disclaimers**

In no event shall the Proposer disclaim or limit warranties given by operation of law. Any attempt to unilaterally limit or disclaim implied warranties or other warranties given by operation of law shall be of no effect without the Clerk's expressed written concurrence and approval. To the extent that the current warranty applicable to any commercial system contains disclaimers or limitations of warranties given by operation of law, those disclaimers or limitations shall not be part of Proposer's warranty under this Agreement.

15. **Modification of the Request for Proposal**

The Clerk reserves the right to modify the scope of the Request for Proposal.

16. **Payment of Invoices**

Payment of invoices by the Clerk shall be governed by the Florida Prompt Payment Act, Florida Statutes, beginning with section 218.70. The Clerk shall not be obligated to make any payment in advance of the delivery of any goods or services. The Clerk must be invoiced for all goods or services.

17. **Fee Escalation**

No escalation of fee(s) shall take place throughout the Contract period.

18. **Estimated Quantities during Term of Contract**

Quantities given represent the best estimate and shall be the basis for award. Actual quantities may vary during the term of the Agreement, and the Clerk does not guarantee a minimum total purchase. Furthermore, the requirements of the Clerk may exceed best /estimates, and the Proposer shall provide for such requirements to the extent they are reasonable. **NOTE:** Increase or decrease of quantities shall be at the sole discretion of the Clerk.

19. **Price Change**

Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply:

a. Quantity Discounts

Proposers are urged to offer additional discounts for one-time delivery of large single orders. The Clerk may seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. The Clerk will document its files accordingly.

b. Best Pricing Offer

During the Contract term, if the Clerk becomes aware of better pricing offered by the Proposer for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Clerk, the price under the Contract shall be immediately reduced to the lower price.

c. Promotions

In addition to decreasing prices for the balance of the Contract term due to change in market conditions, a Proposer may conduct sale promotions involving price reductions for a specified lesser period. A Proposer shall submit to the Contract Manager, if one is designated in the Contract, documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to the Clerk. Upon approval, the Proposer shall provide conspicuous notice of the promotion.

d. Trade In

The Clerk may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Clerk and the Proposer. The Clerk is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

e. Equitable Adjustment

The Clerk may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Proposer's control, (2) the volatility affects the marketplace or industry, not just the particular Contract sources of supply, (3) the effect on pricing or availability of

supply is substantial, and (4) the volatility so affects the Proposer that continued performance of the Contract would result in a substantial loss.

20. **Inspection at Proposer's Site**

The Clerk reserves the right to inspect, at any reasonable time with the prior notice, the equipment or product or plant or other facilities of a Proposer to assess conformity with the Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

21. **Americans with Disabilities Act (ADA)**

Proposers should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

22. **Literature**

Upon request, the Proposer shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

23. **Invoicing and Payment**

Invoices shall contain the appropriate vendor information. The Clerk may require any information from the Proposer that the Clerk deems necessary to verify any purchase order placed under Contract. Payment shall be made in accordance with section 218.70 of the Florida Statutes, which governs time limits for payment of invoices. Invoices that must be returned to the Proposer due to preparation errors will result in a delay in payment. The Clerk is responsible for all payments under the Contract. The Clerk's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Proposer of its obligations to the Clerk.

24. **Taxes**

The Clerk is exempt from payment of Federal and State excise or sales taxes on direct purchases of Products that are tangible personal property. The Clerk will reject that part of any Invoice that attempts to charge the Clerk for any personal property taxes levied on the Proposer or for any taxes levied on employee's wages. Any exceptions to this paragraph shall be explicitly noted by the Clerk on a purchase order or other special contract condition. On request, the Clerk will provide the Proposer with a Tax-Exempt Certificate.

25. **Governmental Restrictions**

If the Proposer believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Proposer shall immediately notify the Clerk in writing, indicating the specific restriction. The Clerk reserves the right and the complete

discretion to accept any such alteration and amend the Contract accordingly or to cancel the Contract at no further expense to the Clerk.

26. **Lobbying and Integrity**

The Proposer shall not, in connection with this or any other agreement with the Clerk, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Clerk officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Clerk officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Inspector General, or other authorized Clerk official, the Proposer shall provide any type of information that is deemed relevant to the Proposer's integrity or responsibility. Such information may include, but shall not be limited to, the Proposer's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Proposer shall retain such records for three years after the expiration of the Contract. The Proposer agrees to reimburse the Clerk for the reasonable cost of investigation incurred by the Inspector General or other authorized Clerk official for investigations of the Proposer's compliance with the terms of this or any other agreement between the Proposer and the Clerk which results in the suspension or debarment of the Proposer. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Proposer shall not be responsible for any cost of investigations that do not result in the Proposer's suspension or debarment.

27. **Indemnification**

The Proposer shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Clerk and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Proposer, its agents, employees, partners, or subcontractors; provided, however, that the Proposer shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Clerk. Further, the Proposer shall fully indemnify, defend, and hold harmless the Clerk from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to

violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Clerk's misuse or modification of Proposer's products or the Clerk's operation or use of Proposer's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Proposer's opinion is likely to become the subject of such a suit, the Proposer may at its sole expense procure for the Clerk the right to continue using the product or to modify it to become non-infringing. If the Proposer is not reasonably able to modify or otherwise secure the Clerk the right to continue using the product, the Proposer shall remove the product and refund the Clerk the amounts paid in excess of a reasonable rental for past use. The Clerk shall not be liable for any royalties. The Proposer's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Clerk giving the proposer (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Proposer's sole expense, and (3) assistance in defending the action at Proposer's sole expense. The Proposer shall not be liable for any cost, expense, or compromise incurred or made by the Clerk in any legal action without the Proposer's prior written consent, which shall not be unreasonably withheld. The Clerk as a county constitutional officer enjoys the privileges of sovereign immunity and will not waive the sovereign immunity privilege by any contract term including an indemnity clause that attempts to require the Clerk to indemnify the Proposer or any third party. The Clerk will not and does not provide any indemnity to the Proposer or any other person or entity as a condition of the Contract. Any such Contract term that attempts to impose an indemnity obligation by the Clerk is void ab initio.

28. **Suspension of Work**

The Clerk may, in his sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Clerk to do so. The Clerk shall provide the Proposer written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Proposer shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Proposer, the Clerk shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Proposer to any additional compensation.

29. **Force Majeure, Notice of Delay and No Damages for Delay**

The Proposer shall not be responsible for the delay resulting from its failure to perform if

neither the fault nor the negligence of the Proposer or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Proposer's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Proposer. In case of any delay the Proposer believes is excusable, the Proposer shall notify the Clerk in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Proposer could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Proposer first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE PROPOSER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Clerk. The Proposer shall not be entitled to an increase in the Contract price or payment of any kind from the Clerk for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Proposer shall perform at no increased cost, unless the Clerk determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Clerk, in which case the Clerk may accept allocated performance or deliveries from the Proposer, provided that the Proposer grants preferential treatment to the Clerk with respect to products subjected to allocation, or (3) purchase from other sources (without recourse to and by the Proposer for the related costs and expenses) to replace all or part of the products that are subject of the delay, which purchases may be deducted from the Contract quantity, or (4) terminate the Contract in whole or in part.

30. **Scope Changes**

The Clerk may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Clerk may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Proposer, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Clerk may solicit separate proposals to satisfy them.

31. **Advertising**

The Proposer shall not publicly disseminate any information concerning the Contract without prior written approval from the Clerk, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Clerk or otherwise linking the Proposer's name and either a description of the Contract or the Clerk in any material published, either in print or electronically, to any entity that is not a party to Contract.

32. **Assignment**

The Proposer shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Clerk; provided, however, that either party may, without the consent of the other party, assign its rights under this Contract if such assignment is to a successor of the assigning party by consolidation, merger or operation of law, or to a purchase of all or substantially all of the assigning party's assets; or provided, the Proposer assigns to the Clerk any and all claims it has with respect to the Contract under the antitrust laws of the United States and the Clerk. In the event of any assignment, the Proposer remains secondarily liable for performance of the Contract, unless the Clerk expressly waives such secondary liability. The Clerk may assign the Contract with prior written notice to Proposer of its intent to do so.

33. **Dispute Resolution**

Any dispute concerning performance of the Contract shall be decided by the Clerk, or other designated Clerk employee, who shall reduce the decision to writing and serve a copy on the Proposer. Payment for goods and/or services will be made upon receipt of a proper invoice as defined in the Clerk of the Circuit Court Prompt Payment Procedure. The Clerk's vendor Dispute Resolution Procedure is located on the Clerk's website: <https://www.hillsclerk.com/About-Us/Doing-Business-with-the-Clerk>

34. **Employees, Subcontractors and Agents**

All Proposer employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Proposer shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Clerk. The Clerk may conduct, and the Proposer shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Proposer. The Clerk may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualification,

quality of work, change in security status, or non-compliance with Clerk's security or other requirements. Such approval shall not relieve the Proposer of its obligation to perform all work in compliance with the Contract. The Clerk may reject and bar from any facility for cause any of the Proposer's employees, subcontractors, or agents.

35. **Security and Confidentiality**

The Proposer shall comply fully with all security procedures of the Clerk in performance of the Contract. The Proposer shall not divulge to third parties any confidential information obtained by the Proposer or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Clerk. The Proposer shall not be required to keep confidential information or material that is publicly available through no fault of the Proposer, material that the Proposer developed independently without relying on the Clerk's confidential information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Proposer shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract. At the Clerk's sole discretion, the Proposer shall sign a separate written Confidentiality Agreement, if the Clerk determines that such Confidentiality Agreement is required by law or any other contract the Clerk has with any third party.

36. **Insurance Requirements**

During the Contract term, the Proposer at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract but, at minimum, those indicated in Attachment 10 of Part IV, entitled "Indemnification and Insurance Requirements". Providing and maintaining adequate insurance coverage is a material obligation of the Proposer. Upon request, the Proposer shall provide certificate of insurance. The limits of coverage under each policy maintained by the Proposer shall not be interpreted as limiting the Proposer's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

37. **Warranty of Authority**

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

38. **Warranty of Ability to Perform**

The Proposer warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition,

that would in any way prohibit, restrain, or diminish the Proposer's ability to satisfy its Contract obligations. The Proposer warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Proposer shall immediately notify the Clerk in writing if its ability to perform is compromised in any manner during the term of the Contract. This is a continuing Warranty that extends through the Contract term.

39. **Notices**

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Clerk. Notices to the Proposer shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

40. **Modification of Terms**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Clerk and the Proposer. The Contract may only be modified or amended upon mutual written agreement of the Clerk and the Proposer. No oral agreements or representations shall be valid or binding upon the Clerk or the Proposer. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Clerk. The Proposer may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Proposer's order or fiscal forms or other documents forwarded by the Proposer for payment. The Clerk's acceptance of product or processing of documentation on forms furnished by the Proposer for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

41. **Waiver**

The delay or failure by the Clerk to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Clerk's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

42. **Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

43. **Severability**

If the Clerk deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

44. **Travel**

Travel expenses and per diem costs will be paid in accordance with section 112.061, Florida Statutes. The Clerk may establish rates lower than the maximum provided in section 112.061.

45. **Right to Audit**

The Proposer will keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation will be retained by the Proposer for a minimum of five (5) years from the date of termination of this Agreement or from the date of final payment under this Agreement, whichever is longer (the "Record Retention Period"). The Clerk and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Clerk deems necessary during the Contract Period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record Retention Period, the Clerk shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer as concerns the aforesaid records and documentation.

46. **Price Decrease**

The successful Firm shall notify the Clerk of any suppliers' price decrease. The successful Firm shall provide the Clerk with the original supplier's notification of any price decrease of no more than ten (10) days following the effective date of the price decrease. The Clerk reserves the right to negotiate a new price with the successful Firm. Should it be determined that a supplier's decrease has occurred and the successful Firm has not passed the decrease on to the Clerk, the Clerk reserves the right to place the successful Firm in default.

47. **W-9**

The Contractor will provide the Clerk with a completed IRS Form W-9 prior to submission of the first invoice under the Contract.

48. **Governing Law and Venue**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator (s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$1,000,000.00, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Hillsborough County, FL. The arbitration shall be governed by the laws of the State of Florida. Depositions shall be limited to a maximum of five per party and shall be held within ninety days of the making of a request.

Additional depositions may be scheduled only with the permission of the arbitrators, and for good cause shown. Each deposition shall be limited to a maximum of five hours duration. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The Commercial Arbitration Optional Rules for Emergency Measures of Protection are also incorporated by the parties. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default.

49. **Arbitration**

Florida law shall apply without regard to conflicts of law principles thereof. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be in state or federal court in Hillsborough County, Florida. The parties irrevocably submit to the personal jurisdiction and venue of any such courts. Each Party hereby waives any jurisdictional, venue or inconvenient forum objections thereto. **THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL.**

50. **Contract Available to Other Governmental Agencies**

This Agreement shall be made available to governmental agencies within the state of Florida so such agencies may purchase under this Agreement without the necessity for

additional Request for Proposals. During the effective period of the Agreement, goods and services shall be available under the same terms and conditions and at the same prices stated herein, to all chartered municipalities, local public agencies, boards and other governmental authorities within the state of Florida. The Agreement in no way restricts or interferes with the right of any governmental authorities or political subdivisions to rebid any or all goods and services.

51. **Additional Agreements**

In instances where applicable, additional Agreements may be incorporated into the Contract between the Clerk and the successful Proposer. All Agreements entered into must be signed by authorized representatives of both parties.

52. **Contract Period**

The Contract shall be for a period of three (3) years. The Clerk may exercise the option to renew the Contract for three (3) consecutive option periods of one (1) year each, for a possible six(6) year Contract. Once the optional renewal periods are exhausted, the Clerk may exercise the option of a one-time extension for six (6) months. The decision to renew the Contract will be at the sole discretion of the Clerk. Cancellation may be made with one hundred eighty (180) days advance written notice by either party.

F. STANDARD TERMS AND CONDITIONS OF THE PROPOSAL

1. The Clerk reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the Proposal. This may include a site visit to the Proposer's facilities. The Clerk will not be liable for any costs incurred by the Proposer in connection with such an interview (i.e., travel, accommodations, etc.).
2. In the event the Clerk and the successful Proposer cannot execute a Contract within thirty (30) days of such selection, the Clerk reserves the right to select another Proposer, or to call for new Proposals.
3. By submitting a Proposal, the Proposer certifies that he/she has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
4. The Proposer shall furnish such additional information as the Clerk may reasonably request. The Clerk reserves the right to conduct investigations into the qualifications of the Proposer as he deems appropriate.
5. The Clerk of the Circuit Court of Hillsborough County is governed by the Public Records Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statutes, shall be exempt from disclosure. In the event that a Proposer submits trade secret information, the information must be clearly labeled **Trade Secret**. The Clerk will maintain the confidentiality of such trade secrets to the extent provided by law. All material submitted becomes the property of the Clerk and may be returned only at the Clerk's option. The Clerk reserves the right to use any or all ideas presented in any response to this RFP. Selection or rejection of any Proposal does not affect this right.
6. It is understood that any Proposer awarded a Contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in Attachment 10, entitled "Indemnification and Insurance Requirements", for the total time period of this Contract including any extensions.

G. EVALUATION AND SELECTION CRITERIA

1. The Clerk is seeking proposals from qualified investment management firms to provide professional fixed-income investment management services for approximately \$1.5 billion in short-term operating and reserve funds currently managed by the Clerk’s Office. The qualifications of each Proposal as “Responsive” and the qualification of each entity submitting a Proposal as “Responsible” shall be made by a committee of at least three (3) persons appointed by the Clerk (“Evaluation Committee”). An evaluation, ranking and justification of the Proposals will be made by the Clerk’s Evaluation Committee. The Evaluation Committee shall conduct an evaluation of all Proposers on the basis of the information provided with the Proposers on the basis of the information provided with the Proposal and other evaluation criteria as set forth in this RFP. The evaluation criteria are set forth below:

Criteria	Maximum Possible Points
Qualifications & Experience	25
Scope of Services/ Technical Approach	25
Fee Proposal	20
References & Past Performance	15
Assigned Personnel	15
TOTAL SCORE	100

2. All Proposers will be ranked in descending order according to total points. If there are five or more Proposers,
3. The Clerk reserves the right to invite the top three (3) ranked Proposers to provide oral presentations. A second evaluation and ranking will be made after the oral presentations.
4. The Clerk may seek additional information after Proposal opening for purposes of clarification. Such clarification information shall be provided by the Proposer in writing and shall become part of their Proposal.
5. Selection will be made to the highest ranked responsive and responsible Proposal.
6. As disclosed previously, if established the Selection Advisory Committee will also provide the Clerk recommendations of which will be factored into the selection process.
7. After selection by the Clerk of the highest ranked Firm, the parties will enter into contract negotiations, If the parties are unable to negotiate an Agreement (within thirty (30) days), the Firm will be notified in writing that negotiations are terminated and the Clerk shall

have no further obligations under RFP #02/26 to the Firm. The Clerk will then commence negotiations with the next highest ranked Firm. At the option of the Clerk, this process will continue until an Agreement is executed.

PART III - DETAILED SPECIFICATIONS

A. INTRODUCTION

The Clerk of the Circuit Court & Comptroller of Hillsborough County, Florida (the “Clerk”) is currently seeking Proposals from qualified vendors to provide Investment Management Services.

Regulatory Status

Proposers must be registered with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940; provide current Form ADV Parts 1 and 2; be authorized to provide discretionary investment management services; and disclose any material regulatory, disciplinary, or enforcement actions within the past five (5) years.

Public Fund Experience

Proposers must demonstrate a minimum of ten (10) years providing fixed-income investment management services to governmental entities; significant experience managing public-sector portfolios subject to Florida Statute §218.415 or comparable governmental investment restrictions; significant experience managing governmental operating and reserve funds and bond proceeds; significant Florida public fund presence; and a designated lead portfolio manager located in the State of Florida; experience presenting to elected officials and investment committees; experience supporting GASB reporting requirements; experience supporting ACFR preparation; and experience monitoring arbitrage and bond-related investment restrictions; and a description of how the firm adds value through portfolio management and research.

Assets Under Management & Capacity

Proposers must demonstrate a minimum of \$3 billion in fixed-income assets under management; demonstrate operational and staffing capacity to manage a portfolio of approximately \$1.5 billion; and demonstrate significant experience serving Florida public-sector clients.

Assigned Personnel

Proposers shall identify all key personnel proposed for the engagement, including lead portfolio manager, relationship manager, research personnel, trading personnel, and compliance personnel. The designated lead portfolio manager must possess a minimum of ten (10) years of

public fund fixed-income management experience and experience working with Florida governmental entities. Proposers shall provide resumes, professional designations, years with firm, and years in current role.

Insurance Requirements

Proposers shall provide evidence of Errors & Omissions Insurance, Fiduciary Liability Insurance, and Fidelity Bond Coverage. The Clerk reserves the right to establish minimum required coverage levels during contract negotiations.

B. ACRONYMS USED WITHIN THIS REQUEST FOR PROPOSAL

<u>ACFR</u>	<u>--</u>	<u>Annual Comprehensive Financial Report</u>
<u>ADV</u>	<u>--</u>	<u>Investment Advisor Registration Form (Parts 1 & 2, filled with SEC)</u>
<u>ADA</u>	<u>--</u>	<u>Americans with Disabilities Act</u>
<u>AUM</u>	<u>--</u>	<u>Assets Under Management</u>
<u>Bps</u>	<u>--</u>	<u>Basis Points (1 bps = 0.01%)</u>
<u>CFA</u>	<u>--</u>	<u>Chartered Financial Analyst</u>
<u>EST</u>	<u>--</u>	<u>Eastern Standard Time</u>
<u>FEIN</u>	<u>--</u>	<u>Federal Employer Identification Number/</u>
<u>EIN</u>	<u>--</u>	<u>Employer Identification Number</u>
<u>GASB</u>	<u>--</u>	<u>Governmental Accounting Standards Board</u>
<u>GIPS</u>	<u>--</u>	<u>Global Investment Performance Standards</u>
<u>LGIP</u>	<u>--</u>	<u>Local Government Investment Pool</u>
<u>MBS</u>	<u>--</u>	<u>Mortgage-Backed Securities</u>
<u>OSHA</u>	<u>--</u>	<u>Occupational Safety and Health Act</u>
<u>RFP</u>	<u>--</u>	<u>Request for Proposal</u>
<u>SEC</u>	<u>--</u>	<u>U.S. Securities and Exchange Commission</u>
<u>SOC</u>	<u>--</u>	<u>System and Organization Controls (audit report)</u>
<u>TBD</u>	<u>--</u>	<u>To Be Determined</u>
<u>TDD</u>	<u>--</u>	<u>Telecommunications Device for the Deaf</u>
<u>WAD</u>	<u>--</u>	<u>Weighted Average Duration</u>
<u>WAM</u>	<u>--</u>	<u>Weighted Average Maturity</u>

C. SCOPE OF SERVICES/MINIMUM SERVICES REQUIRED

Proposers shall describe their ability to provide the following services.

Investment Management Services

Proposers shall provide active fixed-income portfolio management services, including portfolio construction, security selection, duration management, liquidity management, cash flow coordination, credit monitoring, sector allocation, and ongoing portfolio monitoring. Services may be provided on a discretionary or non-discretionary basis as determined by the Clerk.

Portfolio Construction & Investment Approach

Proposers shall describe their investment philosophy, portfolio construction methodology, duration positioning approach, yield curve strategy, credit research process, sector allocation methodology, liquidity management practices, stress testing procedures, and risk management framework. Proposers shall also describe how investment decisions are monitored for compliance with investment policy limitations and statutory requirements.

Simulated Portfolio Requirement

Proposers shall provide a simulated portfolio for approximately \$1.5 billion structured in accordance with Florida Statute §218.415, public fund liquidity requirements, preservation of principal objectives, and laddered maturity considerations. The simulated portfolio shall include sector allocations, credit quality distribution, weighted average maturity, weighted average duration, yield assumptions, liquidity allocations, cash flow assumptions, and risk considerations.

Performance History

Proposers shall provide 1-, 3-, 5-, and 10-year historical performance (where available) for portfolios managed under similar governmental investment constraints, including gross and net returns, benchmark comparisons with methodology description, standard deviation, maximum drawdown, and performance during the 2020 market volatility period and the 2022 interest rate environment.

Compliance & Internal Controls

Proposers shall describe their internal compliance structure, trade authorization controls, portfolio compliance monitoring, exception reporting procedures, best execution practices, credit

review process, business continuity and disaster recovery capabilities, cybersecurity controls, and internal audit procedures. Proposers shall disclose whether current SOC 1 and/or SOC 2 reports (Type I or Type II) are available upon request.

Reporting Requirements

Proposers shall provide sample reports and describe reporting capabilities at three frequencies: Monthly Reporting (market value, book value, unrealized gains/losses, yield information, duration, maturity distribution, and policy compliance); Quarterly Reporting (market commentary, economic outlook, portfolio strategy review, performance analysis, and risk analysis); and Annual Reporting (compliance certification, policy review support, ACFR support documentation, and GASB reporting support). Proposers shall also describe online reporting capabilities, dashboard functionality, data export capabilities, and report availability frequency.

Custodial Structure

Custodial services are not part of the core scope of this solicitation. The Clerk currently utilizes an independent third-party custodian for safekeeping of assets. Proposers shall demonstrate experience coordinating with third-party custodians for trade execution, settlement, reconciliation, and reporting. Proposers may optionally propose an alternative custodial arrangement with full disclosure of custodial institution, regulatory status, asset segregation procedures, insurance coverage, reporting capabilities, transition requirements, fee structure, and conflicts of interest disclosures. The Clerk reserves the right to accept investment management services without accepting any proposed custodial arrangement.

Transition Plan

Proposers shall provide a proposed transition plan addressing implementation timeline, portfolio onboarding process, coordination with Clerk staff and custodian, trade transition methodology, liquidity preservation, risk mitigation during transition, and communication protocols.

REQUEST FOR PROPOSAL

PART IV

PROPOSAL

INVESTMENT MANAGEMENT SERVICES

REQUEST FOR PROPOSAL NUMBER: 02/26

PROPOSAL BY: _____ (NAME OF PROPOSER)

ADDRESS: _____ (OF PROPOSER)

REPRESENTATIVE: _____ (OF PROPOSER)

TELEPHONE NUMBER: _____ (OF PROPOSER)

EMAIL ADDRESS: _____ (OF PROPOSER)

By signing this Proposal, the undersigned Proposer affirms its Proposal is made without any understanding, contract, or connection with any other person, Firm or corporation providing a Proposal for the same purpose, and its Proposal is in all respects fair and without collusion or fraud. The undersigned Proposer understands that its Proposal must be signed in ink and that an unsigned Proposal will be considered incomplete and subject to rejection by the Clerk of the Circuit Court & Comptroller. Subject to the deviations stated in this Proposal, in the attachment entitled "Deviations", if any, the undersigned represents that the Proposer accepts and its Proposal complies with the terms, conditions, mandates and other provisions of the Proposal documents.

Further, the signing of this Proposal affirms the Proposer has read and understands the Proposal documents and its information submitted in the Proposal is true.

IN WITNESS WHEREOF, the Proposer responds in accordance with the Proposal Documents as follows:

A. Proposal Submittals (Attachment 1)

Where appropriate, the Proposer shall submit the Proposal with cuts, sketches, descriptive literature and complete specifications for the items proposed and offered, including environmental requirements; all such materials to become the property of the Clerk. References to previously submitted material or to documents not submitted with the Proposal in the form or manner requested, or to material in a previously submitted Proposal, will be grounds for rejection of the Proposal. The Proposer must submit responses to the questions asked throughout Part III, Detailed Specifications. Repeating the question is not necessary, only answers are required. The answers to each question are to be identified by section and number (example: Section K.4.b.). The above information shall be written on Attachment 1, entitled "Proposal Submittals."

B. Proposal Conflict of Interest (Attachment 2)

The award hereunder is subject to the provisions of PART III of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of the Clerk of the Circuit Court & Comptroller. All Proposers must disclose on Attachment 2, entitled "Proposal Conflict of Interest" the name of any Clerk employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's Firm or any of its branches, or of any sub-contractor. If there are no conflicts as described above, the Proposer shall so state in the Attachment.

C. References (Attachment 3)

Proposers shall provide a minimum of three (3) governmental or institutional references involving public-sector or fixed-income investment management services. For each reference, proposers shall include the client's name, contact information, description of services provided, relationship duration, and approximate portfolio size (if permissible). Proposers are encouraged to include references involving large governmental or institutional operating and reserve portfolios. The above information shall be written on Attachment 3, entitled "References."

D. Terminations/Rejections/Suits (Attachment 4)

The Proposer shall list every occasion in Florida in the past three (3) years that a client has terminated or not renewed the Proposer's Contract due to non-performance. The Proposer shall also list every occasion in Florida in the past three (3) years when the Firm's Proposal involving any item contained in this Proposal was rejected, and every occasion the Proposer has been involved in a lawsuit involving the performance of any item contained in this Proposal. The above information shall be written on Attachment 4, entitled "Terminations/Rejections/Suits". If there are no terminations/rejections/suits as described above, the Proposer shall so state in the Attachment.

E. Deviations (Attachment 5)

The Proposer shall state every deviation to the Proposal documents upon which the Proposal is based. Otherwise, the Proposal will be considered as being made in strict compliance with and subject to the Proposal documents, and any deviations contained in the Proposal, but not specifically described in the Deviations attachment shall be waived. In the instances in which a deviation is listed in Attachment 5, the Proposal may be rejected by the Clerk for failure to meet exact requirements; except, however, said Proposal may not be subject to rejection where, in the sole discretion of the Clerk, the deviation is considered to be non-material, equal to, or better than the requirements of the Proposal documents, or where such deviation does not destroy the competitive character of the Proposal or the Proposal process. The Proposal must clearly and separately discuss and explain any deviation or exception to this Proposal document and reference the general Proposal document paragraph and clause to which the deviation refers. The above information shall be written on Attachment 5, entitled "Deviations". If there are no deviations as described above, the Proposer shall so state in the Attachment.

F. Audited Financial Statements (Attachment 6)

The Proposer must provide audited financial statements for each of the past three (3) years. As an alternative to a printed copy, Proposers may provide an internet web address to their published financials. Financial statements shall be treated as confidential information and will not become part of any Proposer's response which may be viewed by the public. The Proposer shall attach the above statements to Attachment 6, entitled "Audited Financial Statements".

G. Statement on Public Entity Crimes (Attachment 7)

The Proposer must sign a statement under Section 287.133 Florida Statutes, on Public Entity Crimes and return as Attachment 7, entitled "Statement on Public Entity Crimes." Failure to do so may constitute grounds for rejection of this Proposal.

H. Equal Employment Opportunity Statement (Attachment 8)

The Proposer must sign an Equal Employment Opportunity Statement and return as Attachment 8, entitled "Equal Employment Opportunity Statement." Failure to sign this Equal Employment Opportunity Statement may constitute grounds for rejection of this Proposal. The Proposer assures the Clerk that said Firm is in compliance with all applicable laws concerning discrimination, and the Proposer understands that this Agreement is conditioned upon the veracity of the Statement of Assurance.

I. Business Information and Non-Resident Business Certification (Attachment 9)

Proposers who are non-resident corporations shall furnish to the Clerk a duly certified copy of their permit to transact business in the State of Florida. The Proposer shall attach the certified copy to Attachment 9, entitled "Business Information and Non-Resident Business Certification".

Failure to submit this evidence of qualification to do business in the State of Florida may constitute grounds for rejection of this Proposal.

J. Indemnification and Insurance Requirements (Attachment 10)

It is understood that any Firm or institution awarded a Contract under this Request for Proposal shall maintain the appropriate insurances for the total time period of this Contract, including any extensions. The Proposer must sign a statement on Indemnification and Insurance Requirement and return as Attachment 10, entitled "Indemnification and Insurance Requirements." Failure to sign this "Indemnification and Insurance Requirements" statement may constitute grounds for rejection of this Proposal.

K. Electronic Copy (Attachment 11)

Each Proposer shall submit one (1) electronic copy on a flash drive of their responses to the questions asked throughout Part III, Detailed Specifications section of the RFP. The above information shall be provided as Attachment 11, entitled "Electronic Copy."

L. Certification Regarding Debarment (Attachment 12)

The Proposal must include a completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts. The certification shall be returned as Attachment 12, entitled "Certification Regarding Debarment."

M. Certification Regarding Scrutinized Companies (Attachment 13)

The Proposal must include a completed, signed, and notarized Certification Regarding Scrutinized Companies List, including the Boycott Israel List, and Business Operations in Cuba/Syria. The certification shall be returned as Attachment 13, entitled "Certification Regarding Scrutinized Companies."

N. Foreign Country of Concern Attestation (Attachment 14)

The Proposal must include a completed and signed Foreign Country of Concern Attestation. The attestation shall be returned as Attachment 14, entitled "Foreign Country of Concern Attestation."

O. Human Trafficking Affidavit (Attachment 15)

The Proposal must include a completed, signed, and notarized Human Trafficking Affidavit. The affidavit shall be returned as Attachment 15, entitled "Human Trafficking Affidavit."

P. Net Proposal Pricing (Attachment 16)

The Clerk is immune from paying any and all taxes. The Proposer agrees that all taxes levied will be the sole responsibility of Proposer. The Clerk will furnish Proposer with a Certificate of Exemption. All Proposals must show the net Proposal price after allowable discounts have been deducted.

Q. Proposal Certification (Attachment 17)

The Proposer certifies before the undersigned notary that the information presented in the Proposal is correct and submits the required certification as Attachment 17 entitled "Proposal Certification."

ATTACHMENT 1
PROPOSAL SUBMITTALS

Acknowledged by:

Signature _____

Name _____

Title _____

Proposer Name _____

Date _____

ATTACHMENT 2
PROPOSAL CONFLICT OF INTEREST

The Proposer identified below deposes and states that:

1. The below named Proposer is submitting an Expression of Interest for the Clerk for Request for Proposal Number 02/26, INVESTMENT MANAGEMENT SERVICES .
2. The Proposer has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
3. The Proposer states that only one submittal for the above is being submitted and that the below named Authorized Representative has no financial interest in other entities submitting proposals for the same .
4. Neither the Proposer nor the below named Authorized Representative has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the Proposer's submittal for the above . This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this .
5. Neither the Proposer nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the Proposer, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this .
7. I certify that no member of the Proposer's ownership, management, or staff has a vested interest in any aspect of or department of the Clerk.
8. I certify that no member of the Proposer's ownership or management is presently applying for an employee position or actively seeking an elected position with the Clerk.
9. In the event a conflict of interest is identified in the provision of services, I, on behalf of the below named Proposer, will immediately notify the Clerk in writing.

Acknowledged by:

Signature _____

Name _____

Title _____

Proposer Name _____

Date _____

ATTACHMENT 3
REFERENCES

Acknowledged by:

Signature_____

Name_____

Title_____

Proposer Name_____

Date_____

ATTACHMENT 4

TERMINATIONS/REJECTIONS/SUITS

Respond to the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has Proposer, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____ (Y/N)
2. Has Proposer, or any member of Proposer, been declared in default, terminated or removed from a contract or job related to the services Proposer provides in the regular course of business within the last five (5) years? _____ (Y/N)
3. Has Proposer had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services Proposer provides in the regular course of business? _____ (Y/N)

Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the identified.

Acknowledged by:

Signature _____

Name _____

Title _____

Proposer Name _____

Date _____

**ATTACHMENT 5
DEVIATIONS**

Acknowledged by:

Signature _____

Name _____

Title _____

Proposer Name _____

Date _____

ATTACHMENT 6
AUDITED FINANCIAL STATEMENTS

Acknowledged by:

Signature _____

Name _____

Title _____

Proposer Name _____

Date _____

ATTACHMENT 7
STATEMENT ON PUBLIC ENTITY CRIMES

The Proposer identified below attests to the following:

1. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Note: indicate which of the below statements apply)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor

the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

I understand that the submission of this form to the Clerk is for the Clerk only and, that this form is valid through December 31, of the calendar year in which it is filed. I also understand that I am required to inform the Clerk prior to entering into a contract in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Acknowledged by:

Signature_____

Name_____

Title_____

Proposer Name_____

Date_____

ATTACHMENT 8
EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the Hillsborough County Clerk of the Circuit Court of its compliance with Federal, State and County affirmative action and equal employment opportunity requirements. The undersigned Proposer further assures that it and its sub-contractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER

ATTEST

By: _____
Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

ATTACHMENT 9
BUSINESS INFORMATION AFFIDAVIT AND
NON-RESIDENT BUSINESS CERTIFICATION

1. State the true, exact, correct and complete name of the company, __sole proprietorship, __partnership, __corporation, __trade or fictitious name under which you do business and the address of the principal place of business:

The correct name of the company is:

- a. FEIN/EIN Number: _____
- b. Trade Mark Name: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident (Florida) Agent: _____

3. If Proposer is an individual proprietorship or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than a sole proprietorship, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer or company is an operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and State registration.
8. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CLERK IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CLERK TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 10
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The Clerk shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the Clerk is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Proposer, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Proposer agrees to indemnify the Clerk and pay the cost of the Clerk's legal defenses, including fees of attorneys as may be selected by the Clerk for all claims described in the hold harmless clause herein. Such payment on behalf of the Clerk shall be in addition to any and all legal remedies available to the Clerk and shall not be considered to be the Clerk's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Proposer under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Proposer providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the Clerk, until final acceptance by the Clerk of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

COVERAGE REQUIRED	UP TO VENDOR POLICY LIMITS, BUT WITH MINIMUM POLICY LIMITS OF:
Workers' Compensation *Certificates of exemption are not acceptable in lieu of workers compensation insurance	Employers Liability \$ 500,000 Each Accident \$ 500,000 Disease \$ 500,000
Commercial General Liability shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual liability; Independent Contractors	\$ 1,000,000 Per Occurrence \$ 1,000,000 General Aggregate
Comprehensive Auto Liability, CSL, shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.	\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate
Professional Liability, which is professional liability coverage also known as errors and omissions insurance.	\$5,000,000 Combined Single Limit
Cyber Risk Insurance	Indicate your ability to provide Cyber Risk Insurance, along with the amount of coverage per occurrence and general aggregate.

Certification:

It is noted that the Clerk has a contractual relationship with the named proposer, vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the Clerk, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the Clerk to meet all contractual obligations and expectations of the Clerk. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the Clerk will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the Clerk harmless. It is understood that the Contractor may satisfy relief to the Clerk for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the Clerk will expect relief from the Contractor.

- The insurance limits indicated above and otherwise referenced are minimum limits acceptable to the Clerk. Also, all Contractor policies shall to be considered primary to Clerk coverage and shall not contain co-insurance provisions.
- All policies, except for professional liability policies and workers compensation policies shall name

the Clerk as Additional Insured.

- In the event that the insurance coverage expires prior to the completion of the , a renewal certificate shall be issued 30 days prior to said expiration date.
- All limits are per occurrence and must include Bodily Injury and Property Damage.
- All policies must be written on occurrence form, not on claims made form, except for professional liability.
- Self-insured retentions shall not be allowed on any liability coverage.
- In the notification of cancellation: The Clerk shall be endorsed onto the policy as a cancellation notice recipient. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered to the Clerk in accordance with the policy provisions.
- All insurers must have an A.M. Best rating of at least A-VII.
- It is the responsibility of the Contractor to ensure that all subcontractors retained by the Prime Contractor shall provide coverage as defined herein before and after and are the responsibility of said Prime Contractor in all respects.
- Any changes to the coverage requirements indicated above shall be approved by the Clerk.
- Address of "Certificate Holder" is: Hillsborough County, Florida Clerk of the Circuit Court & Comptroller; Attention: Contract Administrator; P.O. Box 1110 Tampa, Florida 33601; Phone: (813) 307-7039.
- All certificates of insurance, notices, etc. must be provided to the above address.

The Undersigned accepts and agrees to meet all of the insurance coverage requirements, terms, conditions and certification(s) stated herein before and after and further agrees to maintain and provide the designated coverage during the life of the identified document. Also, when the coverage requirements stated herein before and after are specifically referenced by applicable solicitation, purchase order or contract document, those terms, conditions and coverage requirements are incorporated into that document as if fully set forth in verbatim.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 11
ELECTRONIC COPY

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 12

CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

I, the undersigned, certify that, in accordance with the debarment and suspension instructions listed below, the prospective Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any department or agency of the federal government or of any state or local government. Where the prospective Proposer is unable to certify to any of the statements in this certification, such prospective Proposer shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

1. Each Proposer must sign this certification prior to execution of the contract. The Clerk reserves the right to consider any debarment as a disqualifying event, solely at the Clerk's discretion. This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Clerk may terminate the contract for cause based solely on this event.
2. The Proposer shall provide immediate written notice to the Clerk at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The Clerk may rely upon a certification of a Proposer that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Proposer's business location.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 13

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES
FLORIDA STATUTE §287.135 COMPANY CERTIFICATION AFFIDAVIT**

The Affiant, _____, certifies and says:

1. If the contract is worth one million dollars or more, _____ (company or other entity) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes, and that it is not engaged in business operations in Cuba or Syria;
2. If the contract is worth one hundred thousand dollars or more, _____ (company or other entity) is not on the Scrutinized Companies that Boycott Israel List created pursuant to §215.4725, Florida Statutes, nor is it participating in the boycott of Israel.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Affiant)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, _____, by

_____ (name of person making statement).

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 14

**FOREIGN COUNTRY OF CONCERN ATTESTATION
FLORIDA STATUTE §287.138**

“Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

_____ (company) is not owned by the government of a Foreign Country of Concern is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare and attest that I have read the foregoing statement and that the facts stated in it are true.

(Printed Name)

(Title)

(Signature)

(Date)

ATTACHMENT 15
HUMAN TRAFFICKING AFFIDAVIT
FLORIDA STATUTE §787.06

Before me, the undersigned authority, personally appeared _____, whom after being duly sworn, deposes and states: (Affiant)

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with _____, a non-governmental entity. I am authorized to provide this affidavit on behalf of _____.
3. The non-governmental entity, does not use coercion for labor or services as defined in §787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20____

(Affiant)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, by _____
(Affiant)

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public) Personally Known

_____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 16

NET PROPOSAL PRICING

All prices shall be firm and fixed for the initial contract term. Proposers must provide detailed pricing for:

- Proposed fee schedule in basis points
- Fee breakpoints
- Estimated annual fees at:
 - \$500 million
 - \$1 billion
 - \$1.5 billion
- Disclosure of all pass-through expenses
- Disclosure of any revenue-sharing arrangements
- Description of any additional administrative or custodial costs

Pricing Validity: All prices must remain valid for 120 days from proposal submission date.

ATTACHMENT 17
PROPOSAL CERTIFICATION

The Proposer certifies before the undersigned notary that the information presented in the Proposal is correct.

PROPOSER

ATTEST

By: _____

Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

PART V

LETTER OF INTENT

Clerk of the Circuit Court & Comptroller
Attention: Purchasing Department
P.O. Box 1110
Tampa, Florida 33601

Attention: Director of Purchasing

Subject: **INVESTMENT MANAGEMENT SERVICES**

We, the Firm identified below, are in receipt of the Request for Proposal, **02/26, Investment Management Services** dated (_____ Date _____) and intend to submit to you a Proposal in response to said document.

Sincerely,

Signature

Typed Name

Title

Firm Name

Address

City State Zip

Date

Telephone Number

Fax Number

E-mail Address

**LETTER OF INTENT
TO BE TYPED, WITH
THE EXCEPTION OF
SIGNATURE LINE.**

PART VI

DRAFT AGREEMENT

This **INVESTMENT MANAGEMENT SERVICES** Agreement (this "Agreement") is entered into as of this _____ day of _____, 20_____, (the Effective Date) by and between Victor D. Crist, **CLERK OF COURT & COMPTROLLER, HILLSBOROUGH COUNTY, FLORIDA, hereinafter called "Clerk";** and _____ hereinafter called "Contractor".

Recitals

WHEREAS, Clerk has requested that Proposer provide certain professional fixed income investment management services (collectively, the "Services" or sometimes alternatively called "Investment Management Services" or "Minimum Services") to the Clerk pursuant to the terms of Request for Proposal 02/26 dated June 8, 2026. ("RFP").

WHEREAS, Contractor submitted a Proposal dated _____ ("Proposal") in response to the Clerk's RFP and through its Proposal offered to provide certain Investment Management Services to Clerk as described in the Proposal, and Clerk has agreed to accept the Investment Services, upon the terms and conditions set forth in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, Contractor and Clerk hereby agree as follows:

Agreement

1. **Services Documentation.** Contractor shall provide, and Clerk shall accept, the Services pursuant to the terms and conditions of the "**Service Documentation**" which includes:

1.1 This Agreement;

1.2 Contractor's Proposal, which includes the Contractor's Price Sheet Summary; information in response to Part III of the RFP contained in paragraphs "C" through "E"; Attachments 1 through 17, each of which is information provided as part of the Service Description for each Service (each, a "Service Description" or collectively the "Service Descriptions", except Attachment 5 which is a list of proposed Deviations);

1.3 The Clerk's RFP, specifically all of the Standard Terms and Conditions contained in Part II, paragraph "E" of the RFP.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitutes the entire agreement between Contractor and Clerk and supersedes all prior representations, conditions, warranties, understandings, Proposals or agreements regarding INVESTMENT MANAGEMENT SERVICES . No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services: Additional Services. Contractor has agreed to provide the INVESTMENT MANAGEMENT SERVICES for the prices set forth in Contractor's Proposal. To the extent any services or pricing terms are not included on the Proposal, such services are not applicable unless mutually agreed to in writing by the Clerk prior to implementing such services, and in no event shall the Contractor charge the Clerk for any services except as specifically set forth in the pricing set forth in the Proposal.

If Clerk requests and Contractor agrees to provide additional services after the date of this Agreement, the additional services and the pricing for the additional services shall be established in a separate written agreement that shall become part of the Service Description, and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Clerk reserves the right to negotiate with the Contractor additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

3. Changes to Services or Service Documentation.

3.1 Changes. Contractor may not change the Services and/or terms in the Service Documentation during the Term of this Agreement without the prior written consent of the Clerk; provided, however, that such consent will not be required for any modifications that are required by applicable law, rule or regulation, in which case, Contractor will provide the Clerk with prior notice of such modification and engage in good faith negotiations with the Clerk to address the Clerk's concerns, if any. Notwithstanding the foregoing, if the Contractor has decided to discontinue a Service or certain Services as a global business decision and will no longer offer the Services to any customers of the Contractor, then the Contractor shall provide the Clerk with an alternative and comparable service to satisfy the Clerk's needs at comparable rates to those currently paid for the discontinued Service for the remainder of the Term of this Agreement.

4. Term and Termination.

4.1 Term. The initial Contract shall be for a period of three (3) years. The Clerk may exercise the option to renew the Contract for three(3) consecutive option renewal periods of one (1) year each, for a possible six(6) year Contract. Once the optional renewal periods are exhausted, the Clerk may exercise the option of a one-time extension for six (6) months. The decision to renew the Contract will be at the sole discretion of the Clerk. Cancellation may be made with one hundred eighty (180) days advance written notice by either party.

4.2 Termination by Clerk.

4.2.1. Annual Appropriations. The Clerk's performance and obligation to pay under this Agreement are contingent upon the availability of funds appropriated by the Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the Clerk.

4.2.2. General. The Clerk will have the right to terminate this Agreement for any reason at any time without incurring any liability by providing written notice to Contractor. The Clerk shall be responsible for payment for all professional services performed prior to the date of termination. For fixed priced Proposals, the Clerk shall pay for all work for any incomplete milestone or deliverable based on the percentage of work performed. Contractor will have no obligations to complete or deliver any items following the notice of termination.

4.2.3. Default. If Contractor is in default in the performance of Services and after written notice of default by the Clerk, Contractor fails to cure the default in accordance with the terms of paragraphs 14, 15 and 16 below, the Clerk may terminate this Agreement.

4.2.4 Contractor Insolvency. The Clerk may terminate this Agreement immediately by providing written notice to Contractor without prejudice to any other right of action or remedy if Contractor becomes insolvent or becomes financially unable to carry out its obligations under this Agreement.

4.3 Termination by Contractor.

4.3.1 Default. If (a) the Clerk is in default of its payment obligations under the Service Documentation and after written notice of default by Contractor, the Clerk fails to cure the default by making full payment within fifteen (15) days or (b) the Clerk is in default of other obligations under the Service Documentation and after written notice of default by Contractor, the Clerk fails to cure the default within days (30) days, then Contractor may terminate this Agreement.

4.3.2 Clerk Insolvency or Bankruptcy. Contractor may terminate this Agreement immediately by providing written notice to the Clerk without prejudice to any other right of action or remedy if the Clerk becomes (a) insolvent, (b) financially unable to carry out its obligations under this Agreement, or (c) subject to a petition under the U.S. Bankruptcy Code.

4.3.3 Legal or Regulatory Basis. Contractor may terminate this Agreement if required by applicable law, rule or regulation, or any policy, order or mandate of any judicial or governmental body having jurisdiction over Contractor.

5. Services; Fees; Invoices.

Clerk shall pay Contractor the fees for the Services as set forth herein.

Irrespective of any language in a preprinted form agreement included within the Service Documentation, regarding the establishment of fees, including special fees, service charges and service fees whether or not in the schedule of fees attached to an agreement, the fees payable to the Contractor shall be limited to those fees set forth on the Pricing Schedule submitted as part of Contractor's Proposal.

Prices shall remain firm and fixed for the Term of this Agreement, including any optional extension term as provided on the Pricing Schedule, provided however, the Contractor may offer incentive discounts to the Clerk at any time during the Term, including any renewal or extension thereof.

6. Verification of Employment Eligibility

Florida Statute 448.095 is incorporated by reference into this Paragraph of the Agreement. Contractor agrees to proposal by Florida Statue 448.095.

7. Confidential Information

7.1 Contractor's Confidential Information. If applicable, and unless otherwise provided in the Service Documentation, all software provided to Clerk constitute Contractor's or its vendor's confidential information ("Contractor's Confidential Information"), and Clerk will not acquire any ownership interest in or rights to Contractor's Confidential Information as a result of Clerk's use of any Service. Clerk will (a) maintain the confidentiality of the Contractor's Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Clerk's employees who have a need to use the Contractor's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any of the Contractor's Confidential Information. Clerk will notify Contractor immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any of the Contractor's Confidential Information. If Clerk (or its employees or agents) is responsible for the Unauthorized Use, Clerk will, at its expense, if directed by Contractor in lieu of Contractor taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Contractor's Confidential Information and obtain redress for any injury caused to Contractor as a result of such Unauthorized Use.

7.2 Clerk's Confidential Information. Unless otherwise provided in the Service Documentation, all works developed for the Clerk as a result of the Services performed hereunder, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Clerk in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Clerk holds the proprietary rights, constitute Confidential Information of the Clerk (the "Clerk's Confidential Information") and Contractor will not acquire any ownership interest in or rights to the Clerk's Confidential Information, and the Clerk's Confidential Information may not, without the prior written consent of the Clerk, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Clerk, unless required by law. In addition to the foregoing, all Clerk employee information, information protected from disclosure by statute, and third party information that the Clerk is required to maintain as confidential shall be considered Confidential Information and shall be subject to all the requirements

stated herein. The Confidential Information shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement. The Contractor and its employees, agents, subcontractors, or suppliers will (a) maintain the confidentiality of the Clerk's Confidential Information in accordance with all applicable laws; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense, sell, publish, display, license or otherwise make any of the Confidential Information available to any person or entity (including without limitation, any of the Clerk's customers personal or financial data), other than Contractor's employees who have a need to use the Clerk's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of the Clerk's Confidential Information or mine the Clerk's data or the personal or financial data of the Clerk's customers or employees.

To the extent allowed by Florida Statutes, Chapter 119, all written and oral information not in the public domain or not previously known, and all information and data obtained, or supplied by the Clerk, or at its expense, will be considered to be Clerk's Confidential Information and subject to the terms of this Agreement. Contractor understands that it and its subcontractors may access confidential data during the Term of this Agreement that is protected from disclosure under state and federal laws. Contractor agrees to maintain said confidentiality in accordance to all state and federal laws regarding privacy and confidentiality.

Contractor will notify Clerk immediately if it knows or suspects that there has been any Unauthorized Use of any of the Clerk's Confidential Information and will report and handle such disclosure in accordance with applicable law in cooperation with the Clerk. If Contractor (or its employees or agents) is responsible for the Unauthorized Use, Contractor will, at its expense, if directed by Clerk in lieu of Clerk taking such action itself, promptly take all actions required by law, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Clerk's Confidential Information and obtain redress for any injury caused to Clerk as a result of such Unauthorized Use.

Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to the Clerk's Confidential Information of their obligation to keep such information confidential. In addition, Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Clerk's Confidential Information. It is understood and agreed that in the event of a breach of this Section, damages may not be an adequate remedy and the Clerk shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Clerk, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Clerk all such Clerk Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior

written consent of the Clerk; provided, however, that Contractor may retain such copies as are required by applicable law or in accordance with its customary record retention practices and procedures. Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Clerk, and its officers and employees from the breach by Contractor (or any person or entity acting by, through or for the Contractor) of any federal, state or local law in regard to the privacy of individuals; except to the extent caused by the gross negligence or willful misconduct of Clerk or its officers and employees. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

7.3 Excluded Information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Nothing herein shall prevent either party from disclosing the records, including this Agreement and any amendments thereto, and other records as required by law in response to a public records request pursuant to Florida Statutes, Chapter 119, or in response to any legal proceeding arising from or in connection with this Agreement or disclosing the information to a federal or state governmental entity as required by law or otherwise in connection with a public records request in accordance with applicable law.

8. Representations and Warranties. In addition to any other representations set forth elsewhere in this Agreement, the parties respectively make the representations and warranties set forth in this Section 8.

8.1 Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all jurisdictions where such party is qualified to do business; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so.

8.2 Clerk warrants it will not use any Service in a manner which knowingly violates any applicable federal or state law including without limitation any sanction or control administered by the

Office of Foreign Assets Control or Bureau of Export Administration. Contractor warrants that in providing the Services under this Agreement and the Service Documentation, it will not violate any applicable federal or state law.

8.3 If Clerk employs an agent in connection with its use of any Service and the Clerk has provided written notification to Contractor authorizing such agent to act, Clerk represents and warrants to Contractor that (a) such agent is duly authorized to act on behalf of the Clerk and (b) Clerk will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Contractor regarding Clerk's use of a Service from Clerk's agent will be deemed to be a communication from Clerk, and Clerk authorizes Contractor to communicate with Clerk's agent regarding any such communication or Service.

8.4 If Contractor employs an agent or third party service provider in connection with providing the Services under this Agreement and the Service Documentation, Contractor represents and warrants to Clerk that (a) Contractor's governing body has duly authorized the agent or third party service provider, and (b) Contractor will exercise appropriate controls to ensure each agent and third party service provider so authorized does not exceed the authority so granted to it. Any communication to Clerk from Contractor's agent or third party service provider will be deemed to be a communication from Contractor, and Contractor authorizes Clerk to communicate with Contractor's agent or third party service provider regarding any such communication or Service.

8.5 Neither Contractor nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

8.6 Contractor warrants that it has reviewed the Clerk's requirements and has asked such questions and conducted such other inquiries as the Contractor deems necessary in order to determine the price of the Services as set forth in the Price Sheet Summary provided as part of the Contractor's Proposal.

8.7 Contractor represents and warrants that it does not have a conflict of interest in entering into this Agreement and the Service documentation, which would have a material negative impact on the provision of Contractor's services to the Clerk.

8.8 Contractor represents and warrants that all of the information and representations provided to Clerk in response to Part III, paragraph "C" and all information contained in the Attachments which form a part of Contractor's Proposal are truthful and accurate and constitute performance warranties by the Contractor for the performance of the Services to the Clerk, as described in this Agreement.

9. Liability and Reimbursement: Indemnification.

9.1 Contractor will perform each Service in accordance with all applicable laws and reasonable commercial and professional standards applicable to Contractor's business; laws, regulations and operating circulars governing the activities of Contractor; and the Service Documentation.

9.2 Contractor shall at all times hereafter indemnify and hold harmless, the Clerk, and Clerk's senior staff, and all other employees, agents, servants and instrumentalities (collectively the "Indemnified Parties" and individually an "Indemnified Party") from and against any and all claims, losses, demands, liability, suits, judgments, awards, interest, attorney's fees and costs (inclusive of costs of defense) whatsoever (collectively, "Losses") arising out of, resulting from, caused by or alleged to be caused by, or relating to the Contractor's performance of, or failure to perform the Services or provide the products provided under this Agreement or the Service Documentation or arising out of or resulting from any operations performed by the Contractor, its officers, employees, agents, directors, subcontractors, attorneys or any third party acting on its behalf which are, in each case, caused or alleged to be caused, in whole or in part by the negligent or intentional acts or omissions of Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party, including without limitation, any and all Losses sustained by any person or property. In no event will Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor shall pay all Losses in connection therewith and shall investigate and at the Clerk's election, as aforesaid, defend all claims, suits or proceedings, and shall pay all Losses which may issue therefrom. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties. In the event any lawsuit or other proceeding is brought against the Clerk by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from the Clerk, resist and defend such lawsuit or proceeding by counsel satisfactory to the Clerk, as applicable, or, at the Clerk's option, pay for an attorney selected by the Clerk to defend the Clerk as applicable. The provisions and obligations of this Section shall survive

the expiration or earlier termination of this Agreement. To the extent considered necessary by the Clerk, any sums due Contractor under this Agreement may be retained by the Clerk, respectively until all of Clerk's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the Clerk.

9.3 In addition to Section 9.2 above, Contractor shall indemnify and save harmless the Indemnified Parties, from or on account of any losses or damages resulting from any breach of contract (to the extent the Contractor provides management or custodial services), committed during or on account of any operations connected with this Agreement or by any act of negligence in connection with the same; or by or on account of any negligent act or omission of the Contractor or its subcontractors, agents, servants or employees. The Contractor further agrees to indemnify and save harmless the Indemnified Parties, against any claims or liability arising from or based upon the violation of any applicable federal, state, county or city laws, bylaws, ordinances or regulations by the Contractor its agents, subcontractors, servants or employees, except to the extent such claims or liability are caused by the gross negligence or willful misconduct of the Indemnified Parties. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

9.4 Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

9.5 IN NO EVENT SHALL CLERK INDEMNIFY OR HOLD HARMLESS OR INSURE OR ASSUME LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE CONTRACTOR OR ANY EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUBCONTRACTORS OR ANY PERSON OR ENTITY ACTING ON CONTRACTOR'S BEHALF REGARDLESS OF WHAT IS SET FORTH IN THIS AGREEMENT OR THE SERVICE DOCUMENTATION AND REGARDLESS OF ANY LANGUAGE IN A PREPRINTED FORM STATING OTHERWISE. THE TERMS OF THIS SECTION 9.5 AND THE RFP SHALL PREVAIL AND ARE SUPERIOR TO ANY PREPRINTED FORMS INCLUDING BUT NOT LIMITED TO PREPRINTED FORMS THAT ARE SIGNED OR INITIALED BY CLERK'S EMPLOYEES OR OFFICERS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT.

The Clerk, as a county constitutional officer, enjoys the privileges of sovereign immunity and will not waive the sovereign immunity privilege by any contract term including an indemnity clause that attempts to require the Clerk to indemnify the Contractor or any third party. The Clerk will not and does not provide any indemnity to the Contractor or any other person or entity as a condition of the Contract. Any such Contract term that attempts to impose an indemnity obligation by the Clerk is void ab initio.

10. Patent and Copyright Information.

The Contractor warrants that all documentation and any other information furnished hereunder ("Deliverables") including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Contractor shall be liable and responsible for any and all claims made against the Clerk for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with the Services performed hereunder, or the Clerk's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Indemnified Parties and defend any action brought against any Indemnified Party with respect to any such claim, demand, cause of action, debt, or liability. Notwithstanding the foregoing, Contractor will have no liability for infringement based on (i) any unauthorized alteration or modification of the Services or Deliverables by any party other than Contractor, (ii) the Clerk's use of the Services or Deliverables in any manner other than as permitted under the Service of Documentation, or (iii) the Clerk's use of the Services or Deliverables in combination with any equipment or software not authorized by Contractor or reasonably intended for use with the Services or Deliverables. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

The Contractor shall be solely responsible for determining and informing the Clerk whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all supplier and subcontractors at the Contractor's own risk. The Clerk may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Clerk's judgment, use thereof would delay the Services or be unlawful.

The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

11. Performance.

11.1 Contractor shall provide the Services described in the Service Documentation in a competent and professional manner satisfactory to the Clerk in accordance with the terms and conditions set forth in the Service Documentation. Clerk shall be entitled to satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Contractor's performance. At the written request of the Clerk (email shall be sufficient) and which shall include the reasons for such request, and following failure of the Contractor to adequately address the issues raised by the Clerk to the Clerk's satisfaction, the Contractor shall make employee adjustments necessary to adequately address any issues raised by the Clerk.

12. Quality Assurance; Record Keeping; Audits; Assumptions.

12.1 The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Service Documentation. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of seven (7) years from the date of the creation of each particular record or other document. Adequate records to justify all charges, expenses, and costs incurred in performing the Services must be attached to all invoices submitted to the Clerk by the Contractor. The invoices must be reviewed and approved by the Clerk, prior to payment by the Clerk. The authority and right is granted to the Clerk to review and audit any of vendor's records reasonably necessary to determine accuracy and appropriateness of invoices billed to, or revenues credited to, the Clerk accounts.

13. Contractor's Insurance. At all times during the term of this Agreement, including any and all option years or extension periods, Contractor shall maintain insurance coverage meeting the requirements set out in the RFP, subject to the exceptions and modifications noted in the Proposal. Contractor shall provide evidence of such insurance to the Clerk in accordance with the requirements of the RFP, subject to the exceptions and modifications noted in the Proposal.

14. Events of Default.

14.1 Events of Default. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- (a) the Contractor has not performed the Services or provided any deliverables on a timely basis, in each case, in accordance with the terms of the Service Documentation;
- (b) the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel to perform the Services in accordance with the terms of the Service Documentation;
- (c) the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- (d) the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- (e) the Contractor has failed to obtain the approval of the Clerk where required by this Agreement;
or
- (f) the Contractor has failed in the representation of any warranties stated herein.

14.2 Uncertainty. In the event the Clerk shall terminate this Agreement for default, the Clerk or its designated representatives, may request to take possession of all applicable materials, products, documentation, reports and data, pertaining specifically to work or Services performed under this Agreement, and Contractor will promptly provide such applicable materials, products, documentation, reports and data.

15. Notice of Default; Opportunity to Cure; Termination.

If an Event of Default occurs, in the determination of the Clerk, the Clerk may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Clerk may be terminated. Notwithstanding, the Clerk may, in its sole discretion, allow the Contractor to rectify the default to the Clerk's reasonable satisfaction within a thirty (30) day period. The Clerk may grant an additional period of such duration as the Clerk shall deem appropriate without waiver of any of the Clerk's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity

during such thirty (30) day period or any other period which the Clerk prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

16. Remedies in the Event of Default.

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to direct damages, but excluding any consequential, punitive or pecuniary damages. The Contractor shall also remain liable for any liabilities and claims related to Contractor's default.

17. Miscellaneous.

17.1 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, and sent to the other party by mail, personal delivery, or electronic transmission; provided, that legal notices to the Clerk will be sent by mail or personal delivery to the addresses set forth below, and transactional notices and alerts may be sent to the Clerk by mail or electronic transmission. Any notice from either party will be effective when actually received by the other party. Contractor will be entitled to rely on any notice from Clerk that it believes in good faith was authorized by an authorized representative of Clerk and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it. Each party may at any time designate a new address and/or contact person by giving notice to the other party. Such notices shall be deemed given upon receipt by the addressee. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the parties designate the following:

FOR CLERK:

Victor D. Crist, Clerk of the Circuit Court & Comptroller,
601 E. Kennedy Blvd.
Tampa, FL 33602

FOR CONTRACTOR:

< Name >

< Title >

< Contractor Name >

< Address >

< City, State, Zip >

< Phone >

17.2 Governing Law. This Agreement and the Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, shall apply, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Contractor will incur no liability to Clerk as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.

17.3 Contractor Service Providers and Agents. The Services rely upon a robust network of Contractor assets, employees and third-party resources located in the United States and around the world to provide service to Contractor's customers. Contractor reserves the right to perform the Services using this model and to add and delete service providers at Contractor's discretion. Contractor has rigorous vendor engagement policies and procedures. Contractor takes responsibility for the actions of the service providers and agents with whom it enters into contracts (oral or written) to provide the Services to Contractor's customers, including the Clerk.

17.4 Venue; Service of Process. The parties irrevocably submit to the nonexclusive jurisdiction of any Federal or state court in Hillsborough County, Florida, over any suit, action or proceeding arising out of or relating to this Agreement. The parties irrevocably waive, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. The parties hereby consent to process being serviced in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Contractor's and Clerk's addresses set forth herein or such other address as had been provided in writing by such party, and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon such party. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CLERK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

17.5 Attorneys' Fees. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

17.6 Payable Interest.

17.6.1 Payment of Interest. According to section 218.74, Florida Statutes, all payments, other than payments for construction services, due from the Clerk and not made within the time specified by the terms of this Agreement shall bear interest from thirty (30) days after the due date at the rate of one percent (1 %) per month on the unpaid balance, or such other rate established by Florida law. Except as aforesaid, the Clerk shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

17.6.2 Rate of Interest. In any instance where the prohibition or limitations of Section 17.6.1 are determined to be invalid or unenforceable, the annual rate of interest payable by Clerk under this Agreement, whether as prejudgment interest or for any other purpose, shall be paid pursuant to section 218.74, Florida Statutes, as set forth above, or such other rate established by Florida law.

17.7 Survival. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interest, and limitations of liability shall survive termination, cancellation or expiration of this Contract.

17.8 No Third Party Beneficiaries. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party to this Agreement.

17.9 Indemnity Obligations. To the extent this Agreement or any of the Service Documentation imposes an indemnity obligation on the Contractor, the Clerk may, at its expense, elect to participate in the defense if the Clerk shall so choose. Furthermore, the Clerk may at the Contractor's expense, defend or settle any such claim if the Contractor fails to diligently defend such claims, and thereafter, may seek indemnity for such costs from the Contractor. Moreover, the provisions and obligations of any indemnity obligations of the Contractor set forth in this Agreement shall survive the expiration or earlier termination of this Agreement.

17.10 Force Majeure. Neither of the parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility; or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license or refusal to fund); or other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, the Clerk may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for deliverables/services provided to date of force majeure as more fully set forth herein.

17.11 Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

17.12 Counterparts. This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

17.13 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of each and every term of this Agreement.

17.14. Entire Agreement. This Agreement, the Exhibits thereto, and the Service Documentation shall constitute the entire agreement between the parties with respect to the Services to be provided hereunder, and supersedes all prior communications and representations or agreements, whether written or oral, with respect to the subject matter hereof, unless acknowledged in writing by duly authorized representatives of both parties.

18. Statutory Requirements.

18.1 Termination for Violation of Section 287.135, Florida Statutes.

18.1.1 Contract worth one million dollars or more. If the contract is worth one million dollars or more, the Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor submitted a false certification under s. 287.135(5), or, has been placed on a list created pursuant to s. 215.473, relating to scrutinized active business operations in Iran.

18.1.2 Clerk option to terminate. The Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel.

18.1.3 The Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor or Other Entity has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the Boycott of Israel.

18.2 Public Records Requirement. The Clerk may terminate a Contract if the Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the Records are exempt under Florida law.

18.2.1 Clerk as custodian. The Clerk is the custodian of all public records in paper or electronic form that are received or generated by the Clerk (or third parties at the Clerk's direction) in the performance of all Clerk duties. Pursuant to s. 119.0701, Fla. Stat., Contractor shall keep and maintain public records required by the Clerk to perform Contractor's services defined by this Agreement. The Clerk's custodian of public records is the Clerk's contract manager identified in the Contract documents. Successor Clerk custodians of public records will be promptly identified in writing to the Contractor.

18.2.2 Definition of "Public records." "This Agreement adopts the definition of "Public records" as contained in s. 119.011(12), Fla. Stat. and identifies the Clerk as a "Custodian of public records" as defined in s. 119.011(5).

18.2.3 Contractor duty to provide requested records. Upon request from the Clerk's custodian of public records, Contractor shall provide the Clerk with a copy of the requested records or allow the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the costs permitted by Chapter 119, Florida Statutes.

18.2.4 Contractor duty to maintain exemption or confidentiality of records. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term. At the end of the contract term, the Contractor shall transfer all public records (as defined herein) back to the Clerk and destroy any duplicate public records remaining in Contractor's possession. Thereafter, the Contractor's obligations under this paragraph shall terminate.

18.2.5 Clerk receives public records request for records in Contractor's custody. If the Clerk receives a public records request for a public record in the custody of the Contractor as identified above, the Clerk shall immediately notify the Contractor of the Request and the Contractor shall provide the requested records to the Clerk or allow the requested records to be inspected or

copied within a reasonable time, but only after first redacting all exempt or confidential information contained within the requested records.

18.2.6 Contractor's failure to comply. If Contractor does not comply with the Clerk's request for records, the Clerk shall enforce the contract provisions in accordance with the terms of this Agreement. Subsections (3) and (4) of s. 119.0701, Fla. Stat. are incorporated by reference into this paragraph of the Agreement and further defines the obligations and penalties for Contractor's noncompliance with s. 119.0701.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:KIM RICHARDS, RECORDS CUSTODIAN(813) 307-7112, Kimberly.richards@hillsclerk.com, 419 PIERCE STREET, ROOM #140, TAMPA, FL 33601.

18.3 Verification of Employment Eligibility. Section 448.095, Fla. Stat. is incorporated by reference into this paragraph of the Agreement. Contractor agrees to abide by s. 448.095, Fla. Stat. The Contractor shall immediately notify Clerk's Finance Director in writing if it can no longer comply with the provisions cited in this paragraph. Contractor's ability to perform in compliance with these statutory provisions cited in this paragraph 24 is a continuing obligation that extends through the Contract term.

18.4 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting. The Clerk may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The Clerk may not give preference to a vendor based on the vendor's social, political, or ideological interests. See s. 287.05701, Fla. Stat.

Each of the Parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

CLERK OF CIRCUIT COURT & COMPTROLLER

< CONTRACTOR >

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART VII

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to bid on this Request for Proposal, please return this form immediately to:

Hillsborough County Clerk of Circuit Court
Purchasing Department
P. O. Box 1110
Tampa, Florida 33601

We, the undersigned, have declined to bid on your Request for Proposal No. 02/26, INVESTMENT MANAGEMENT SERVICES, for the following reasons:

- Specifications too "tight"; i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or an equivalent.
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Specifications unclear (explain below).
- Remove the undersigned from the Clerk's bid list.
- Other (specify below).

The undersigned understands that if the "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified Proposers for the Clerk's Purchasing Department.

PLEASE PRINT:

COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____