

**REQUEST FOR PROPOSALS**  
**FOR**  
**CITRUS COUNTY**  
**COMMUNITY CHARITABLE FOUNDATION**

RFP # \_2016-003/

Custodian Services

Date of Issue:

**July\_28, 2017**

Due Date / Time:

\_August 14, 2017, at \_4:00 PM EST

## CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Citrus County Community Charitable Foundation (the "Foundation"). If Citrus County Community Charitable Foundation finds it necessary to change any of these dates or times prior to the Proposals Due date, the change will be accomplished by addendum.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
<b>Issue Request for Proposals (RFP)</b>	<u>July 28, 2017</u>
<b>Last Day for Questions</b>	<u>August 07, 2017 5:00 PM</u>
<b>Proposals Due</b>	<u>August 14 2017 4:00 PM</u>
<b>Selection Committee Meeting</b>	<u>August 15, 2017 5:30 PM</u>
<b>Citrus County Community Charitable Foundation Award and Contract</b>	<u>August 24, 2017 6:00 PM</u>

## TABLE OF CONTENTS

PART I	-	Intent and General Information.....	4
PART II	-	Scope of Services Desired .....	7
PART III	-	Insurance.....	8
PART IV	-	Required Certifications .....	10
PART V	-	Governing Laws, Regulations and Additional Requirements .....	11
PART VI	-	The Proposal .....	13
PART VII	-	Evaluation and Award of Contract .....	15
PART VIII	-	Forms for Proposal Documents.....	17
		Sample Proposal Cover Page .....	17
		Custodian Questionnaire .....	18
		Respondent's Acknowledgments as to Price .....	20
		Reference and Similar Projects Experience Form.....	21
		Respondent's Certifications.....	22
(Attachment)		Foundation Investment Policy Statement.....	25

**PART 1  
INTENT AND GENERAL INFORMATION**

**INTENT**

The Board of Directors of the Citrus County Community Charitable Foundation (the "Board") has retained the services of an investment management advisor to assist the Foundation in establishing an investment policy statement, identify an asset allocation model, and to provide guidance on an overall investment management strategy. The Foundation now seeks to retain a custodian to take possession of, hold and safekeep the assets, and to execute securities transactions in accordance with the Foundation's Investment Policy Statement, and as otherwise directed by the Foundation. The Foundation is now accepting proposals from qualified financial institutions to provide custodian services for its investment assets currently valued at about \$4 million. It is anticipated that the Foundation will receive additional contributions to its investment assets in an as yet undetermined amount within the next twelve months.

**GENERAL INFORMATION**

This Request for Proposals ("RFP") is being distributed compliance with Section 125.35, Florida Statutes. Sealed Proposals will be received by the Citrus County Community Charitable Foundation (the "Foundation") on or before August 14, 2017 4:00 PM EST. Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or electronic medium will not be accepted under any circumstances
- Late submissions will not be accepted under any circumstances.
- Respondents may withdraw and/or replace Proposals at any time until the deadline for submission of Proposals.
- All questions received by August 7, 2017 5:00 PM EST will be considered.

**Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and emailed to [Tito.Rubio@flhealth.gov](mailto:Tito.Rubio@flhealth.gov), attention Investment Committee. All Requests for Information (RFI's) regarding the project must be sent in writing via email to the Citrus County Community Charitable Foundation, Attention Investment Committee.

- Do not attempt to contact any Board Member, or other person affiliated with the Foundation. Only questions submitted in writing to the Foundation email are permitted. Anyone attempting to lobby Citrus County Community Charitable Foundation representatives may be disqualified. The Board Members considering this Proposal shall be:

Dr. Jeff Wallis, Sonya Warden, Dr. Pares Desai, Dr. Oliver Sevilla, Jeff Kinnard, Ken Hinkle, Mike Gudis, Ernesto Rubio, Sophia Diaz-Fonseca, Sondra L. Moylan.

- Any Respondent affected adversely by an intended decision with respect to the award of any Proposal shall/ may file a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the Proposal tabulation. Proposal protest procedures may be obtained from Jennifer C. Rey, Esq., The Hogan Law Firm, [ccccfattorney@hoganlawfirm.com](mailto:ccccfattorney@hoganlawfirm.com).

- Respondents are fully and completely responsible for the labeling, identification and delivery of their Proposals. The Foundation will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.
- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed Proposals identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed Proposals identification may be inadvertently opened upon receipt, thereby invalidating such Proposals and excluded from the official Proposals opening process.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No Respondent will be reimbursed for any cost incurred as a result of preparing or submitting their Proposals. Additionally, no travel expenses incurred as a result in participating in the Proposal process will be reimbursed.
- Proposals shall comply with F. S. 287.017 which states in pertinent part: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals on a contract to provide any goods or services to a public entity, ...may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not otherwise comply with these RFP documents may be rejected at the option of the Foundation.
- Questionnaire. Attached in Part VIII is a questionnaire which must be completed in order to be eligible for consideration.
- In order to be eligible for consideration an original and three (3) copies, for a total of four (4), of each Proposal or alternate Proposal shall be submitted in an internally sealed envelope, prominently marked on the outside with the words, “**RFP # \_2016-003/CUSTODIAN SERVICES**” with the Respondent’s name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**RFP # \_2016-003/CUSTODIAN SERVICES**” and the contents sealed as required.
- Proposals must contain the Signature of the Respondent. The Respondent must sign the Proposal forms in the space provided for the signature. If the Respondent is an individual, the words “Doing Business As \_\_\_\_\_,” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership’s name and the words, “Partner of the entity” should be written beneath such signature. If the Respondent is a corporation or limited liability company, the title of the officer or statutory manager signing the Proposal on behalf of the entity must be stated and evidence of his authority to sign the

Proposals must be submitted. The Respondent shall state in the Proposal Form the name and address of each person interested therein.

- Proposals must be received by Citrus County Community Charitable Foundation no later than before **\_August 14, 2017 \_4:00 PM EST at the following address 3700 W Sovereign Path, Lecanto, Florida 34461 (352)527-0068 ext 1-264.** Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late Proposals will not be accepted, and will be returned, unopened, to the Respondent, at the Respondent's expense.**
- The Citrus County Community Charitable Foundation Board reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the Citrus County Community Charitable Foundation.
- There is no obligation on the part of the Foundation to make an award as a result of this RFP. The Foundation reserves the right to award the contract to the responsible Respondent with a proposal based on the criteria identified in this RFP and as in the best interest of the Foundation.
- Respondents are encouraged to submit alternate responses that, in the opinion of the Respondent, contain overall terms and conditions which are more beneficial to the Foundation. It is at the sole discretion of the Foundation to determine if an alternate response is more beneficial. The Foundation is not bound to accept alternate submissions.
- After proposals have been opened, a limited number of Respondents may be required, at the request of the Foundation, to make an oral presentation or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Respondent to clarify its proposal. Respondents will not be allowed to change their initial submission.
- In order to be considered for an award, the Respondent shall have been engaged in this type of business for a minimum of ten (10) years prior to the date of the proposal opening. In addition, the Respondent must be qualified and licensed in accordance with State of Florida requirements and represent and warrant to remain qualified in the State of Florida during the proposed term of the award. Respondent's must also not be debarred, suspended, or proposed for debarment or declared ineligible for award of contracts by any State of Florida agency.

IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR THE FOUNDATION'S WEBSITE AT [WWW.CCCCF.US](http://WWW.CCCCF.US) FOR ANY AND ALL PROPOSAL DOCUMENTS, INCLUDING ADDENDUMS.

**PART II**  
**SCOPE OF SERVICES DESIRED**

The Foundation seeks to identify qualified, professional financial institution that will:

- 1) Provide custodian administrative services.
- 2) Take possession of, hold, and safekeep assets.
- 3) Purchase and sell securities, and execute transactions as directed, and as appropriate. Facilitate best execution of securities trades involving the Foundation's assets.
- 4) Collect stock dividends, interest payments, all capital distributions, process splits and corporate actions.
- 5) Collect and report investment data, including providing an accounting of all investment and cash transactions, both accurately and timely.
- 6) Prepare and distribute monthly statements.
- 7) Maintain ongoing communications with appropriate officials, and agents, of the Foundation.

The Initial Term of this engagement will be for three years, with an option for one renewal term of up to three years, in the sole and absolute discretion of the Foundation.

In the event services are required to be performed that are not set out in this RFP, but are within the general scope of the requirements, the Foundation and the successful Respondent hereby reserve the right to negotiate the terms covering the requirement services.

### PART III INSURANCE

**General Professional Liability Coverage.**The Custodian shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate.The self-insured retention or deductible shall not exceed \$25,000.

**Business Automobile Liability.** The Custodian shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.Coverage shall include liability for Owned, Non-Owned & Hired automobiles.In the event the Custodian does not own automobiles, the Custodian shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability.**The Custodian shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.The Custodian shall endorse the Foundation as an "Additional Insured" on the policy.

**Worker's Compensation Insurance & Employers Liability.** The Custodian shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Custodian shall endorse the Foundation as an "Additional Insured" on the policy.

**Commercial Blanket and Fidelity Bond.**The Custodian shall maintain a Commercial Blanket Bond in the amount of \$500,000 and a Fidelity Bond in the amount of \$500,000 per claim. The successful Respondent shall supply a Commercial Blanket Bond, which covers loss occasioned by theft and the hazards customarily covered by such bonds and a Fidelity Bond for faithful performance. Such policies are to cover the losses by identifiable employees. The Foundation may request higher limits if the exposure to loss increases.

Requirements applicable to all insurance requirements:

- The Custodian shall provide the Foundation with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect.A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance.In the event the Foundation is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Custodian agrees to furnish the Foundation prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage.When notified by the Foundation, the Custodian agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
- The Foundation reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work.
- The Custodian shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, and any loss not covered by such deductible.
- The Custodian shall provide a Waiver of Subrogation in favor of the Foundation for each required policy providing coverage during the life of this Contract.



- The Custodian acknowledges that the Foundation reserves the right to withhold payment to the Custodian until evidence of reinstated or replacement coverage is provided to the Foundation. If the Custodian fails to maintain the insurance as set forth herein, the Custodian agrees the Foundation shall have the right, but not the obligation, to purchase replacement coverage and the Custodian agrees to reimburse any premiums or expenses incurred by the Foundation for such replacement coverage.
- The Custodian agrees the coverages, limits or endorsements required herein protect the primary interests of the Foundation, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Custodian against any loss exposures.
- All insurance companies must have financial rating of **A-** or higher by A.M. Best.
- The Custodian shall endorse the Foundation as an Additional Insured endorsement on each policy and any Umbrella or Excess Liability or the Foundation is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000. The name of the organization endorsed as Additional Insured for all endorsements shall read "Citrus County Community Charitable Foundation Board of Foundation Commissioners."

**PART IV  
REQUIRED CERTIFICATIONS**

The response to this RFP (the "Proposal") shall contain the following Certifications attested to by the Respondent. For purposes of these certifications, the term "Custodian" includes its officers, directors and/or statutory managers and holders of ten (10%) or more of the outstanding shares of member interest by them and their immediate family members.

**Equal Employment Opportunity**

The Custodian is an equal opportunity employer and shall comply with all equal employment opportunity laws.

**Drug-Free Workplace**

The Custodian is, and will continue to be, a drug-free workplace.

**Professional Liability Insurance**

The Custodian maintains professional liability insurance coverage, and further certifies that said insurance coverage shall be maintained for the duration of the Request for Proposal and any contract term that may be awarded to the Respondent. Applicable certificates of insurance shall be furnished to the Foundation prior to beginning performance under any contract awarded to the Respondent.

**Statement of No Public Entity Crimes**

The Custodian has not been convicted of any public entity crimes nor placed on the convicted vendor list. The Custodian is in good standing to submit proposals for contracts and be awarded the same. There are no outstanding judgments or liens against the Custodian or any of its principals.

**Conflicts of Interest**

The Custodian if awarded a contract with the Citrus County Community Charitable Foundation agrees not to undertake future representation or to continue the present investment management services for any person or entity in any matter adverse to the Citrus County Community Charitable Foundation's interests during the term of the contract.

## PART V

### GOVERNING LAWS, REGULATIONS AND ADDITIONAL REQUIREMENTS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. This Contract is subject to availability of funds.

**Indemnification.** The Custodian shall indemnify, defend and hold harmless the Foundation, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Custodian's own employees or damage to property occasioned by a negligent act, omission or failure of the Custodian.

**Right To Audit Records.** The Foundation shall be entitled to audit the books and records of the Custodian or any sub-contractor to the extent that such books and records relate to the performance of the Agreement. Such books and records shall be maintained by the Custodian for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**Proprietary/Confidential Information.** Vendors are hereby notified that all information submitted as part of, or in support of RFP's, will be available for public inspection ten days after opening of the RFP's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's must make a request by e-mail to ccccf2015@aol.com. All RFP's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP in its best interest.

**Ownership Of Submittals.** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Foundation. Reference to literature submitted with a previous RFP will not relieve the Respondent from including any required documents with this RFP.

**Open Records.** The Foundation is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, proposals, quotes and all solicitation documentation are open for public inspection ten (10) days after the solicitation opening or when the Foundation provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

**Tax Exempt Status.** The Citrus County Community Charitable Foundation is deemed a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. The Custodian shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases

of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or Custodian under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.

**Protection Of Resident Workers.** The Citrus County Community Charitable Foundation complies with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Custodian must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Custodian must be able to verify an employee's eligibility to work in the U.S. upon demand.

## PART VI THE PROPOSAL

**Required Order of Proposal Documents.** The following documents and forms in the following arrangement must accompany each Proposal submitted:

1. Proposals Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the Respondent. If the Respondent is an individual, the words "Doing Business As \_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Partner of the entity" should be written beneath such signature. If the Respondent is a corporation or limited liability company, the title of the officer or statutory manager signing the Proposal on behalf of the entity must be stated and evidence of his authority to sign the Proposal must be submitted. The Respondent shall state in the Proposal Form the name and address of each person interested therein. (form provided)
2. The Proposal Questionnaire and Affidavit of Accuracy (form provided).
3. The Fee Schedule and Certificate of Price (form provided). The price proposed for each item shall be according to the form of the Proposal. The Proposal prices shall remain unchanged for the duration of the contract and no claims for cost escalation during the progress of the work will be considered. Any Exceptions or Deviations from the minimum requirements of the Scope of Services set forth in the RFP must be clearly identified on a separate sheet.
4. A sworn, notarized Statement of References and Similar Project Experience (form provided).
5. Sworn, notarized Certifications including the Drug Free Work Place Certificate (form provided).
6. Disclosure of Subcontractors, SubCustodians and Suppliers.
7. A Certificate of Insurability, acceptable to the Foundation, shall accompany each Proposals or alternate Proposals, in the amounts as prescribed by State and Citrus County Community Charitable Foundation.

The Foundation reserves the right to reject any and/or all Proposals and before August 24, 2017 6:00 PM EST reserves the right to waive any informalities or irregularities in the Proposal or examination process,

### **Custodian Obligation to Examine Proposal Documents.**

- Each Respondent shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Custodian will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Respondent find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify Citrus County Community Charitable Foundation in writing.
- No oral interpretations will be made to any Respondent as to the meaning of the Proposals/Contract Documents. Any questions or request for interpretation received in

**writing** by Citrus County Community Charitable Foundation before August 7, 2017 5:00 PM EST, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Respondents prior to the established Proposals opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided on the Proposal Form.

- In case any Respondent fails to acknowledge receipt of such addenda or addendum, his/her Proposals will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposals will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Respondent will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Respondent to verify that he/she has received all addenda issued before Proposals are opened.

**PART VII  
EVALUATION AND AWARD OF CONTRACT**

**PROPOSALS EVALUATION**

This Request for Proposals includes following all the procedures in this document and sending the sealed Proposals information to the Citrus County Community Charitable Foundation by the due date and time. Once Proposals are received, the Board will independently review each submittal and score each Proposals based on the evaluation criteria. All Proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

	Score	X	Weight	=	Rating
1. Respondent's / Team Experience	_____		<u>.10</u>		_____
2. Completeness of Proposals	_____		<u>.10</u>		_____
3. Respondent's/Team Members approach in conducting the custodian services	_____		<u>.40</u>		_____
4. Cost	_____		<u>.40</u>		_____

**SCORE:**

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

The Board will consider all criteria when evaluating submittals. The Respondents shall furnish such additional information as the Board may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Board reserves the right to make investigations of the qualifications of the Respondents as it deems appropriate.

Do not attempt to contact any Board Member, staff member or person other than the Contact identified above. Anyone attempting to lobby Citrus County Community Charitable Foundation representatives may be disqualified.

Upon evaluation of the responses, the Foundation has the right to enter into negotiations with one or multiple Respondents that appear to have submitted responses that best meet the needs and requirements of the Foundation. The Foundation reserves the right to negotiate concurrently or separately with short list Respondents. The Foundation reserves the right to accept portions of a competing Respondents offering and merge such portions into one project, including contracting with the entities offering such portions.

The successful Proposer will be required to execute a contract to complete the entire RFP Project. Only one Custodian will be selected.

**Recommendation of award will be sent to all Respondents.** The award will be based on the Proposal that is most advantageous to Citrus County Community Charitable Foundation.

All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size envelope.

**AWARD OF BID:**

It is the Boards' intent to select a vendor within **thirty (30) calendar days** of the deadline for receipt of Proposals. However, Proposals must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP.



**PART VIII**  
**FORMS FOR PROPOSAL DOCUMENTS**

**PAGE SPECIFICATIONS**

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document's thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposal Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**SAMPLE PROPOSAL COVER PAGE**

*This form must be completed and returned with your Submittal.*

Name of Firm, Entity or Organization: \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

State of Florida License Number (If Applicable): \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: Fax: \_\_\_\_\_

Organizational Structure – Please Check One:

Corporation  Partnership  Proprietorship  Joint Venture  Other

If Corporation:

Date of Incorporation: State of Incorporation: \_\_\_\_\_

States in which Registered as Foreign Corporation: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

## CUSTODIAN QUESTIONNAIRE

***This document must be completed and returned with your Submittal***

1. Briefly describe your organization, the year it was founded, its ownership structure, its primary focus, its non-profit experience and its affiliation with other companies.
2. Besides custodian services, what other investment related services, if any, do you provide to clients?
3. Please disclose any conflicts of interest you may have in servicing a custodian relationship with the Foundation, Inc.
4. Please describe your capital requirements and regulatory oversight?
5. Please describe how clients are protected in the event of your company's insolvency.
6. Please describe your coverage for errors and omissions.
7. Please describe your data security and business continuity plans.
8. Please describe your requirements for trading authorization instructions.
9. Please describe your requirements for cash transfers including ACH and wire transfers.

### **Staffing**

10. What is the total size of your group?
11. Give a breakdown of your group's composition by job responsibility.
12. List the personnel you would expect to assign to this relationship. (Please provide biographical information on each individual, including position in the company, education, training, years and type of experience in custodian services, major clients and non-profit experience.)
13. If more than one person will be assigned responsibility for the account, how will the responsibility be allocated among these individuals?

### **Clients**

14. Please attach a list of five references, including any non-profit clients for whom the individuals listed above provide services. Please include contact name, address and telephone number. Indicate length of time you have provided investment services to these clients and the extent of these services.
15. Provide a chart showing the number of clients you have in each of the categories of assets. \$4 - \$15 million; \$15 to \$25 million; \$25 to \$50 million; \$50 to \$100 million; and above \$100 million.
16. What is the total value of assets under custody?
17. Do you have any other not-for-profit institutions or health care foundations as accounts? Please list them.
18. **Account Reporting** Do you audit/edit your client's account statements?
19. Describe your availability to answer questions from the board?

- 20. Please enclose a sample statement.
- 21. What do you believe sets your services apart from the competition?

**Fees**

- 22. Please state your fees for custodian services and explain how they are determined.

**Custodian's Affidavit of Accuracy of Questionnaire**

Name of Custodian: \_\_\_\_\_  
 Authorized Signer's Name: \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

State of Florida  
 County of \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_ who is  
 (*title*) \_\_\_\_\_ of (*the company described herein as Custodian*)  
 \_\_\_\_\_, being duly sworn, deposes and says  
 that the foregoing statements are a true and accurate statement of the position of said organization as of the date  
 thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of  
 the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent  
 statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The  
 Citrus County Community Charitable Foundation Board of Directors deemed necessary to verify the statements made  
 in this application or regarding the ability, standing and general reputation of the Respondent.

(Seal)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)  
 (Signature of Notary Public)

**RESPONDENT'S ACKNOWLEDGMENT AS TO PRICE**

*This acknowledgement must be completed and returned with the Proposal and Fee Schedule*

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP in its entirety. The Respondent proposes and agrees, if this submission is accepted, to contract with the Board to furnish the services described in the Scope of Services. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

---

**CUSTODIAN'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL**

---

---

Signature

---

Date

[  ] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

**REFERENCE AND SIMILAR PROJECTS EXPERIENCE FORM**  
*This document must be completed and returned with your Submittal*

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

## RESPONDENT'S CERTIFICATIONS

***This form must be completed and returned with your Submittal***

***(Initial each Certification)***

\_\_\_\_\_, I, the undersigned, certify that I have carefully examined the RFP, Scope of Services, compliance requirements, and terms and conditions applicable to this RFP, and that I am thoroughly familiar with all provisions and the quality and type of services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Respondent and have not colluded with any Respondent or parties to an RFP whatsoever for any fraudulent purpose. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal and that the Proposal submitted is in compliance with all requirements of the RFP, including but not limited to certification requirements. If this Proposal is accepted, the undersigned will convey, sell, assign, or transfer to the Citrus County Community Charitable Foundation all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services described in this RFP or otherwise.

### **Equal Employment Opportunity**

\_\_\_\_\_ The Custodian is an equal opportunity employer and shall comply with all equal employment opportunity laws.

### **Professional Liability Insurance**

\_\_\_\_\_ The Custodian maintains professional liability insurance coverage, and further certifies that said insurance coverage shall be maintained for the duration of the Request for Proposal and any contract term that may be awarded to the Respondent. Applicable certificates of insurance shall be furnished to the Foundation prior to beginning performance under any contract awarded to the Respondent.

### **Warranty and Ability to Perform**

\_\_\_\_\_ The Custodian shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Custodian's knowledge, threatened, which would in any way prohibit, restrain, enjoin or diminish the successful Respondent's ability to execute and/or perform the terms and conditions of the contract resulting from this RFP.

### **Statement of No Public Entity Crimes**

\_\_\_\_\_ The Custodian has not been convicted of any public entity crimes nor placed on the convicted vendor list. The Custodian is in good standing to submit proposals for contracts and be awarded the same. There are no outstanding judgments or liens against the Custodian or any of its principals.

### **Conflicts of Interest**

\_\_\_\_\_ The Custodian if awarded a contract with the Citrus County Community Charitable Foundation agrees not to undertake future representation or to continue the present custodian services for any person or entity in any matter adverse to the Citrus County Community

Charitable Foundation's interests during the term of the contract.

**Drug Free Workplace**

\_\_\_\_\_The Custodian:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

I, THE UNDERSIGNED, HEREBY CERTIFY TO EACH OF THE CERTIFICATIONS SET FORTH ABOVE.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
*(Specify Type of Identification)*  
*(Seal)*

\_\_\_\_\_  
Signature of Notary  
My Commission Expires \_\_\_\_\_



**ATTACHMENT**  
**Foundation Investment Policy Statement**

**I. Purpose**

This Investment Policy Statement (the “Policy”) has been prepared for the Citrus County Community Charitable Foundation, Inc. (the “Foundation”), a Florida private, not-for-profit corporation that is tax exempt under Section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The purpose of this Policy is to govern the investment practices of the Foundation so that all individuals with either direct or indirect responsibility may understand their respective responsibilities in prudently managing the Foundation’s investment assets; to provide a clear statement of the Foundation’s investment objectives; to establish guidelines for the prudent investment of the Foundation’s assets in compliance with the Foundation’s enacting legislation (Florida Chapter 2014-254), Articles of Incorporation, and Bylaws, and other applicable law; and to identify or provide target asset allocations, permissible investments, diversification requirements, and investment constraints. In the process of identifying the investment strategies to be used, the guidelines in this Policy provide stability in the management of the portfolio. The policy also provides parameters for the portfolio by providing guidelines for selecting appropriate investments and classes of assets; although the asset allocation strategy may change depending upon grants, operating expenses and future contributions.

**II. Philosophy Statement**

The Foundation’s investment philosophy is to exercise ordinary business care and prudence in its investment of Foundation assets considering (a) the long and short-term needs of the Foundation in carrying out its charitable purposes, (b) its present and anticipated financial requirements, (c) expected total return from and appreciation of investments, (d) general economic conditions, (e) potential effects of inflation or deflation and other pricing trends, (f) expected tax consequences, if any, and (g) the role and impact of specific investments within the overall investment of the Foundation’s portfolio.

The Foundation recognizes that the uncertainty of future events, volatility of investment assets, and the potential loss in purchasing power are present to some degree with all types of investments; however, the Foundation’s assets will be managed with a goal of long-term preservation of capital while maximizing the return on invested assets on a total return basis taking into account the need for a

reasonable level of liquidity, subject to the constraint of minimizing risk and expenses. This is done through prudent investing, maintaining a diversified portfolio, planning, and regular monitoring of investment performance.

The Policy for the Foundation was developed by the Investment Committee (the “Committee”) of the Foundation’s Board of Directors. The policies set forth in this document were arrived at after a deliberate and focused review of the unique needs and circumstances of the Foundation. This document is intended to serve as a plan of action, investment policy, operating code and communications link between the Committee and:

- a. its own members;
- b. its investment managers;
- c. its professional advisors
- d. The Board of Directors; and
- e. the Sole Member.

In addition, this Policy records the Committee's diligent examination and evaluation of the most suitable combination of risk level and rate of return that will be responsive to the Foundation’s charitable funding needs.

### **III. Definitions.**

None.

### **IV. Investment Goals and Objectives.**

a. **Investment Goal.** The investment objective for the Foundation’s assets is to enhance or increase the return of available funds, within a reasonable level of liquidity while experiencing low level risk and expenses.

b. **General Guidelines**

i. All investment transactions shall be for the sole benefit of the Foundation on behalf of the citizens of Citrus County, Florida. Any investment not expressly permitted under this Policy must be formally reviewed and approved by the Board of Directors.

ii. The Board of Directors will endeavor to operate the Foundation’s

Investment Program in compliance with all applicable state, federal and local laws and regulations concerning management of investment assets and institutional funds. All investment activity shall be in compliance with Federal Compliance Guidelines for 501(c)(3) Public Charities to ensure maintenance of tax-exempt status and to avoid penalties; and shall be in compliance with State of Florida Guidelines as stated in Chapter 617, Florida Statutes.

- iii. The Board of Directors shall endeavor to ensure that the Foundation maintains active registrations with the: Division of Corporations of the Florida Department of State; Florida Department of Agriculture and Consumer Services; Chapter 496, Florida Statutes; and the Solicitations Contributions Act.
- iv. A copy of this Policy shall be provided to all members of the Investment Committee, Investment Committee Advisory Board, investment managers and all other consultants or advisors engaged to assist the Foundation in managing and investing its assets. A copy of this Policy shall be made available to the public on the Foundation's website.
- v. The Foundation's investment philosophy is based upon the recognition that over time, in all economic environments, there will be an inflationary loss of purchasing power. The Foundation should be managed to achieve growth greater than the inflation rate and support the Foundation's charitable funding distributions. A further objective is to control the short-term volatility of the portfolio's results, to the extent possible, given the long-term objectives, strategies and spending policies of the asset pool. The portfolio will be maintained in a diversified pool of investments, which are invested using a "total return" philosophy, without direct consideration for the Foundation's ability to generate current income to meet its obligations.
- vi. The investment of funds will be in good faith and with the care an ordinarily prudent person would exercise; with diversification of investments, unless reasonably and prudently determined that the purpose of the Foundation is better served without diversification; with the duty to exercise expertise by those who are selected to manage

funds; and with prudent monitoring of external agents used in managing funds. The following factors are considered in the Foundation's prudent management of investments:

1. General economic conditions.
2. Possible effect of inflation or deflation.
3. Role that each investment or course of action plays within the overall investment portfolio.
4. Expected total return (income and appreciation).
5. Other resources of the Foundation.
6. Needs of the Foundation to make distributions and to preserve capital.

**c. *Investment Constraints.***

- i. Assets are invested, with sufficient diversification, to achieve returns within a reasonable and prudent level of risk.
- ii. Transactions shall be executed at a reasonable cost, taking into consideration prevailing market conditions and services and research provided by the executing broker.
- iii. ***Permitted Investments.*** Permitted investments shall be determined by the Board upon recommendation from the Investment Committee.
- iv. ***Prohibited Transactions.*** Prohibited transactions shall be determined by the Board upon recommendation from the Investment Committee.
- v. ***Fees.*** Permitted fees and other fee guidelines shall be determined by the Board upon recommendation from the Investment Committee.
- vi. ***Time Horizon.*** Investment guidelines for the portfolio are based upon an investment horizon of a normal market/economic cycle (four to six years); therefore, interim fluctuations should be viewed with appropriate perspective.

- vii. **Risk Tolerance.** Risk tolerance guidelines shall be established by the Board upon recommendation from the Investment Committee.

**V. Asset Allocation and Rebalancing**

- a. The Committee has established the following target asset allocation for the Foundation investment portfolio. While the asset allocation represents the long-term target for the total investment portfolio, allocation ranges have been provided to allow for reasonable fluctuations in the market value of the assets. However, since the target allocation also represents a specific risk/reward posture for the portfolio, it is the intention of the Committee to periodically rebalance the portfolio as detailed below in the asset allocation table.
- b. **Allocation Range.** Asset allocation targets and ranges shall be determined by the Board upon recommendation by the Investment Committee.

<b>Asset Class</b>	<b>Target</b>	<b>Range</b>	<b>Benchmark Index</b>
<b>Equity &amp; Equivalents</b>	<b>15%</b>	<b>10% - 20%</b>	
Domestic Large Cap	15%	10% - 20%	S&P 500
<b>Fixed Income &amp; Equivalents</b>	<b>40%</b>	<b>30% - 65%</b>	
Broad Market Fixed Income	15%	10% - 20%	Barclays US Aggregate
TIPS	10%	0%-15%	N/A
Global Fixed Income	15%	10% - 20%	Bloomberg Barclays Global Multiverse
<b>Alternative Investments</b>	<b>45%</b>	<b>35% - 55%</b>	
Real Return	15%	10% - 20%	CPI-U +5%
Diversified Yield Fixed Income	15%	10% - 20%	Barclays US Aggregate
REITs / Real Estate	15%	10% - 20%	NAREIT / NCREIF
<b>Cash &amp; Equivalents</b>	<b>0%</b>	<b>0% - 5%</b>	

- c. **Cash Flows and Rebalancing.** The Committee will consider asset classes that are listed in the table but are not part of the current target allocation “allowable” under this Policy. Over time in the pursuit of its investment objectives, inflation protection or risk control, the Committee may determine that investment in one or

more of these asset classes are warranted. If it is determined that a long-term strategic investment in one of these asset classes is appropriate, the target policy will be modified to include an allocation to the respective additional asset class. Any strategic changes to the target policy allocation must be approved by the Board of Directors in advance of implementation.

The Committee will monitor the aggregate asset allocation of the Foundation, and will rebalance to the target asset allocation based on market fluctuations that cause the overall asset allocation to fall outside of the listed ranges. If at the end of any calendar quarter, the allocation of an asset class (or aggregate group) falls outside of its allowable range, barring extenuating circumstances such as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. To the extent possible, cash contributions into and withdrawals from the Foundation will be executed proportionally based on the most current market values available. The Committee does not intend to exercise short-term changes to the target allocation. Investment managers are not expected to accumulate significant cash balances and will be provided written instructions for any deviation from this policy. Cash flows and rebalancing guidelines shall be as recommended by the Investment Committee.

## **VI. Measurement and Evaluation of Investment Performance**

- a. ***Performance Objective (Expected Return)***. Upon recommendation from the Committee, the Foundation Board shall approve a long-term performance objective that guides the investment activities of the Committee.
  - i. Given the stated purpose of the Foundation, the Committee realizes the necessity of a long-term horizon when formulating investment policies and strategies. When evaluating the soundness of managers and strategies, the performance results of the Foundation's various segments will generally be measured over a three to five year period. However, given the

volatility of the capital markets, performance will be monitored on a quarterly basis as a means of identifying developing long-term trends. All investment results will be evaluated on a net total return basis (after all management fees and transaction related expenses). The specific objectives of the Foundation are as follows:

1. Earn an average annual rate of return that exceeds the Consumer Price Index for All Urban Consumers (CPI-U) by 2%.
2. Earn an average annual rate of return that exceeds the return of the target benchmark index as defined in section V.b. of this Policy.
3. In addition, it is expected that the long-term rate of return earned by the Foundation portfolio (as well as manager segments) will rank above the median when compared to a representative universe of other, similarly managed portfolios.

b. **Allowable Investments.** Unless otherwise specifically stated in a manager addendum, each investment manager may invest and reinvest the assets in a diversified portfolio of fully negotiable, US dollar denominated fixed income, equity and money market securities provided they meet the following criteria: (sections VI.b.ii. through b.v. refer to the purchase or holding of individual securities; pooled fund guidelines are detailed in Section VI.b.i).

i. **Pooled Funds.** Investments made by the Foundation may include pooled funds. For purposes of this Policy pooled funds may include, but are not limited to, mutual funds, commingled funds, exchange-traded funds, limited partnerships, hedge funds and private equity.

Pooled funds may be governed by separate documents which may include investments not expressly permitted in this investment policy. In the event of investment by the Foundation into a pooled fund, the Foundation will adopt the prospectus and the investment policy of that pooled fund as part of this Policy.

ii. **Equity Securities.**

1. Investment in all equity securities shall be limited to those actively traded on major stock exchanges and over-the-counter markets. Investments in individual companies must meet a minimum market capitalization requirement of \$100 million.
2. No more than 7% of the market value of an investment manager's portfolio may be invested in the shares of a single issuer.
3. Investment in companies that have been publicly traded for less than one year are limited to no more than 10% of the market value of the total equity portfolio.
4. Investment in shares issued by companies outside the United States will be limited to securities of foreign corporations traded on major US exchanges or over-the-counter markets as well as US Dollar denominated mutual/commingled investment funds.

iii. **Fixed Income Securities.**

1. Investment in individual corporate fixed income securities shall be limited to securities rated as investment grade (BBB/Baa) or better by either Standard & Poor's or Moody's at the time of purchase. Securities downgraded below the minimum rating by both rating agencies after purchase shall be reported to the Committee in writing along with a suggested course of investment action regarding the security. The overall fixed income portfolio should maintain an average quality rating of "A" or higher at all times.
2. No more than 10% of the market value of an investment manager's portfolio may be invested in the securities of a single corporate issuer.
3. Investments in Collateralized Mortgage Obligations (CMOs) shall be limited to 20% of the market value of the total fixed income portfolio and shall be restricted to securities issued by GNMA, FHLMC, or FNMA.
4. The average maturity of the total fixed income portfolio should not exceed 15 years. The maximum duration of the total fixed income portfolio should not exceed 6 years.

iv. **Cash Equivalent Securities.** Investments in cash and equivalent securities shall be limited to the following:

1. High quality money market mutual funds, which invest in investment grade money market instruments rated A1/P1 or higher respectively by Standard & Poor's or Moody's.
2. Direct obligations of the United States Government with a maturity of one year or less.
3. Commercial Paper with a maturity of 270 days or less rated A1/P1



- or higher respectively by Standard & Poor's or Moody's.
4. Bankers acceptances issued by the largest 50 banks in the United States (in terms of total assets).
  - v. **Security/Property Donations.** It is the philosophy of the Committee to not directly or internally manage any portion of the Foundation's assets. Only those assets that cannot be disposed of because of donor restrictions or a lack of feasible marketability or liquidity will be internally managed. When there are no direct restrictions or extenuating circumstances regarding the donation of securities, these donations should be liquidated and invested into the overall long-term Foundation investment pool.
  - c. **Prohibited Investments.** Unless otherwise specifically stated in a manager addendum or implicitly approved through the purchase of a pooled fund, each investment manager is prohibited from the use of leverage, margin or the purchase of restricted stocks when managing portfolios.
  - d. **Performance Review.** The Board shall conduct an annual review of the Foundation's investment assets to verify the existence and marketability of the underlying assets or to satisfy themselves that such a review has been conducted in connection with an independent audit, if any, of the Foundation's financial statements. The review of investment results will focus on adherence to investment policies and guidelines.

## VII. Portfolio Selection, Evaluation & Review

- a. **Manager/Strategy Selection.** When evaluating new strategies or investment advisors the Committee will consider past performance and volatility as well as an analysis of the quality and stability of the management company offering the investment. The Committee may add to or replace a portion of the Foundation's current management structure for any reason including changing market conditions, new investment opportunities or the failure of an investment or management company to meet the quantitative or qualitative guidelines included in this investment policy.
- b. **Frequency of Measurement.** The Committee shall meet periodically with its consultant to review the returns of the Foundation versus its performance objectives on both an absolute and a risk adjusted return basis. These periodic

meetings will also serve as a venue to review, adjust and affirm the various components of the Policy. It is the responsibility of each custodian and investment manager to supply the Committee with monthly statements which detail the specific assets of the account including cost, current market value, and all income and principal transactions within the account. The Foundation shall report periodically to the Sole Member.

- c. **Expected Interim Progress Toward Multi-Year Objectives.** The Committee will generally follow the time horizons set forth in Section V of this Policy when making judgments about indications of inferior performance or strategic effectiveness. However, investment managers for the Foundation should be advised that the Committee intends to track the Foundation's interim progress toward its multi-year goals. If there is a clear indication that performance is substandard, that the organization responsible for the investment has undergone detrimental management changes or that a general investment strategy has lost its effectiveness in the marketplace, the Committee will not feel constrained by this Policy from taking immediate corrective action.
- d. **Adherence to Published Investment Style.** Investment managers should note that their selection as an investment advisor for a portion of the Foundation's assets was based upon a particular investment style or approach. The Committee will monitor the Foundation's portfolio segments to make certain that each manager's investment approach remains continuous and consistent. Failure to immediately communicate and provide information on any changes in investment style or philosophy may be used as grounds for dismissal without review.
- e. **Proxy Voting for Separately Managed Accounts.** Each equity investment manager shall have the full authority to vote proxies related to equity investments. The investment manager should discharge voting duties with care and loyalty to those people on whose behalf he is investing. Each investment manager is expected to report, in writing, annually to the Committee, the proxy decisions that were made.
- f. **Manager Meetings.** When deemed appropriate by the Committee, but not more frequently than on an annual basis, investment managers of separately managed accounts are expected to meet with the Committee or its designee to

review management organization issues, portfolio performance and capital market outlook.

**VIII. Criteria for Investment Manager Review.** The Committee wishes to adopt standards by which judgments of the ongoing performance of a portfolio manager may be made. If, at any time, any three (3) of the following is breached, the portfolio manager may be warned of the Committee's serious concern for the portfolio's continued safety and performance. If any five (5) of these are violated the consultant may recommend a manager search for that mandate.

- Four (4) consecutive quarters of relative under-performance verses the benchmark.
- Three (3)year trailing return below the top 50<sup>th</sup> percentile within the appropriate peer group and under performance versus the benchmark.
- Five (5) year trailing return below the top 50<sup>th</sup> percentile and under performance versus the benchmark.
- Three (3) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Five (5) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Style consistency or purity drift from the mandate.
- Management turnover in portfolio team or senior management.
- Investment process change, including varying the index or benchmark.
- Failure to adhere to the Foundation's investment policy, investment manager addendum or other compliance issues.
- Investigation of the firm by the Securities and Exchange Commission (SEC) or other regulatory agency.
- Significant asset flows into or out of the company or strategy.
- Merger or sale of firm.
- Fee increases outside of the competitive range.
- Servicing issues – key personnel stop servicing the account without proper notification.
- Failure to attain a 60% vote of confidence by the Committee.

Nothing in this section shall limit or diminish the Committee's right to terminate the manager at any time for any reason.

**IX. Distributions / Spending.** The Foundation shall use for its charitable purposes no more than eighty percent (80%) of the earnings (dividends and interest) in each subsequent fiscal year. The amount of such earnings each fiscal year for this purpose shall be the earnings for the subject year, less expenses during the following fiscal year. Earning funds may not be carried over from year to year except for one year only. If the earning funds are not appropriated and expended, then the amount of the unused earnings shall go to the principal of the funds and shall not be subject to charitable use. The principal plus appreciation thereon shall at all times remain in the fund and not subject to expenditure.

**X. Foundation Board Duties and Responsibilities.**

- a. The Foundation Board has ultimate responsibility for the investment and management of the Foundation's assets; and is therefore responsible for preparing and maintaining this Policy, avoiding prohibited transactions and conflicts of interest, and providing oversight of the invested assets and accounts.
- b. The Foundation Board may delegate its authority to an Investment Committee, and the Foundation Board may hire outside experts as investment consultants, advisors or managers.

**XI. Investment Committee**

- a. There shall be an Investment Committee. The Investment Committee is authorized by the Foundation Board to act on its behalf subject to the guidelines and limitations set forth in this Policy.
- b. ***Composition and Qualifications.***
  - i. The committee shall consist of five (5) members, at least two (2) of which shall be Directors from the Board.
  - ii. At least two of the committee members shall be a licensed financial planner, licensed security broker or certified public accountant. These individuals may also be Directors from the Board.
  - iii. Committee members shall be bonded. If a committee member is already bonded, fees for such bonding shall be paid by the Foundation from its operating funds.
  - iv. Committee members shall review, sign and comply with the Foundation's

conflict of interest policy.

- c. **Meetings and Quorum.** The Committee shall meet quarterly at a publicly noticed meeting with seven (7) days' notice. Four members present at a Committee meeting shall constitute a quorum. Other individuals that may be required at the meetings of the Investment Committee shall include a majority of the Advisory Committee, if established, the Treasurer, and the Foundation Attorney.
- d. **Duties and Responsibilities.** The Committee is responsible for:
- i. Evaluating and making recommendations to the Board about investing the Foundation's assets.
  - ii. Managing the investment assets of the Foundation by prudently selecting investment options that diversify account assets to meet an established risk/return profile; and on an annual basis, making recommendations to the Board regarding portfolio parameters.
  - iii. Developing recommendations regarding investment objectives, asset allocation strategies and performance guidelines.
  - iv. Recommending investment consultants, advisors, managers and other vendors to the Board.
  - v. Controlling and accounting for all investment, recordkeeping, and administrative expenses associated with the invested asset accounts.
  - vi. Monitoring and supervising all investment options, services and vendors; and reviewing and evaluating investment results.
  - vii. Providing monthly performance reports to the Board.
  - viii. Ensuring an annual audit review is completed by an independent auditor with service fees to be expended from the Foundation's operating account.
  - ix. Avoiding prohibited transactions and conflicts of interest.
- e. **Investment Committee Advisory Board.** The Committee may elect to establish an Investment Committee Advisory Board for the purpose of providing investment guidance and advice. In the event such an advisory board is established, no member of the advisory board shall be considered a voting member of the Committee. Advisory board members shall review, sign and comply with the Foundation's conflict of interest policy. Membership on the advisory board requires a commitment from members to attend all meetings of

the Investment Committee, as directed or otherwise required by the Investment Committee.

- f. ***Policy and Investment Recommendations.*** The Committee and its consultant will review the investment objectives and restrictions for the Foundation at least annually. These periodic strategic investment evaluations will be used as a platform for considering whether any elements of the existing policy are insufficient or inappropriate based on current capital market conditions or the Foundation’s financial position. In particular, the Committee and its consultant will review the following:
- i. The Foundation's willingness to tolerate downturns in asset values.
  - ii. Any changes in the Foundation’s time horizon assumptions.
  - iii. Any changes in the Foundation's rate of return objectives.
  - iv. Convincing arguments presented by investment managers.
  - v. Areas found to be important, but not covered by policy.

Any policy, investment or other recommendation required of the Investment Committee to be made to the Foundation Board, must be recommend for approval by a super majority of both the Investment Committee, and the Investment Committee Advisory Board, if one is established, prior to being submitted to the Foundation Board for consideration for approval.

**XII. Policy and Guideline Review Procedures.** The Investment Policy Statement and all other investment management guidelines shall be reviewed not less than annually by the Investment Committee, who shall provide a recommendation and report to the Foundation Board as to any changes to the policy or other guidelines, or whenever circumstances change to the extent that the policies are ineffective or inappropriate.

Approved:	July 27, 2017	
	Date First Adopted:	July 28, 2016
	Date Last Revised:	July 27, 2017
	Next Review Date:	July 27, 2018