



**GREATER ORLANDO AVIATION AUTHORITY**

**REQUEST FOR COMPETITIVE PROPOSAL**

**RECORD KEEPING SERVICES FOR  
DEFINED CONTRIBUTION PLAN**

**ORLANDO INTERNATIONAL AIRPORT**

**ORLANDO, FLORIDA  
May 2010**

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**RECORD KEEPER FOR**  
**DEFINED CONTRIBUTION PLAN**

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**REQUEST FOR COMPETITIVE PROPOSALS  
GREATER ORLANDO AVIATION AUTHORITY  
RECORD KEEPER FOR  
DEFINED CONTRIBUTION PLAN**

Sealed Proposals for a Record Keeper for the Defined Contribution Plan at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Agreement is to select a qualified Record Keeper for services for the Authority's Defined Contribution Plan ("the Plan"). The Plan currently has approximately \$13 million in total assets. The Authority's investment consultant, Dahab Associates, will assist the Authority in the selection process.

Plan Metrics:

	<b>Defined Contribution Plan 401(a)</b>
Total Number of Eligible Employees	337
Number of Active Participants	337
Total Number of Participant Accounts	396
Total Number of Participant Locations	1
Total Assets	\$13,477,846 <i>(as of 3/16/10)</i>
Estimated Annual Contribution Cash Flow In	\$2,005,377
Estimated Annual Contribution Cash Flow Out	\$ 795,953
Number of Payrolls/Frequency	26

The Agreement will commence on or about January 1, 2011. The Agreement's initial period will be for 36 months, with the Authority having an option to renew the Agreement for two one (1) year periods, upon mutual agreement.

Proposal packages, including the Submission Requirements, will be available for examination Friday, May 17, 2010, and may be obtained by visiting the Authority's website at [www.orlandoairports.net](http://www.orlandoairports.net) and Dahab's website at [www.dahab.com](http://www.dahab.com).

**PLEASE INCLUDE THE FOLLOWING DOCUMENTS:**

A cover letter signed by the individual authorized to bind the firm contractually. Any changes within the last year or contemplated within the year with respect to the firm, the ownership structure, or personnel should be explained. Also, state that the proposal is irrevocable for 120 days.

One original hard copy proposal response and one electronic copy on a CD/DVD (PDF format) of the proposal response should be submitted **prior to 3:00 p.m. ET, on June 11, 2010**, (unless this time is extended by written addendum issued by the Authority), to:

Ms. Kathy Bond  
Chairperson, Retirement Benefits Committee  
Greater Orlando Aviation Authority  
5855 E. Cargo Road  
Orlando, Florida 32827  
407-825-2007

AND

Mr. Steven Roth  
Director of Manager Research  
Dahab Associates, Inc.  
423 South Country Road  
Bay Shore, New York 11706  
631-665-6181

### **Addenda**

Should there be any revisions or additions to the information provided or requested in the RFP, addenda will be posted on [www.dahab.com](http://www.dahab.com) and [www.orlandoairports.net](http://www.orlandoairports.net). A good faith attempt will be made to provide a copy of each addendum to all prospective firms that received the RFP; provided, however prior to submitting the response, it is the responsibility of each firm to determine if addenda for the RFP were issued.

### **Questions and clarifications**

All questions and clarifications must be submitted in writing via email and must be **received by 3:00 p.m. ET on May 28, 2010** to:

Ms. Kathy Bond  
Chairperson, Retirement Benefits Committee  
Greater Orlando Aviation Authority  
[recordkeeper@goaa.org](mailto:recordkeeper@goaa.org)

Responses to the questions will be issued as an addendum posted on the Greater Orlando Aviation Authority site at [www.orlandoairports.net](http://www.orlandoairports.net) and Dahab's site at [www.dahab.com](http://www.dahab.com).

Any questions should be addressed as described in this RFP. The Authority requests that you do not contact any Board members, Finance Committee members or Authority staff other than the individuals listed above after issuance of this RFP until you are notified of the Finance Committee's recommendation to the Authority Board, at which time the request not to contact Board members shall continue until contracts are awarded. The Authority reserves the right to disqualify any proposer that makes such unauthorized contacts during this process.

### Estimated Schedule\*

Objective	Date
Release RFP	May 17, 2010
Final date for RFP questions and clarifications	May 28, 2010
Closing date for proposal submission	June 11, 2010
Evaluation and Analysis Period	June 24, 2010
Finalist interviews	July 14, 2010
Recommendation to Finance Committee	August 18, 2010
Board Approval	September 15, 2010

\*This schedule is an estimate and the dates are subject to change by the Authority with no advance notice in its sole discretion.

**Proposals transmitted electronically or by facsimile will not be accepted.** Any Proposal received after the time and date specified for the opening of the Proposals will not be considered, but will be returned unopened.

A Proposal must be submitted in a sealed envelope which shall be clearly marked Record Keeper for Defined Contribution Plan, your company name and due date.

The proposer awarded the contract must provide proof of SEC required (17g-1) fidelity bonds, errors and omissions coverage and any other fiduciary coverage that the proposer carries. The proposer shall list the insurance carriers supplying the required coverage.

The Authority reserves the right to waive any informalities or irregularities of Proposals, to request clarification of information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all Proposals, and to re-advertise for Proposals. The Authority also reserves the right to extend the date and time period during which it will accept Proposals and to extend the date or time scheduled for the opening of Proposals.

Award, if made, will be to the responsible and responsive Proposer submitting the Proposal that is deemed by the Authority, in its sole discretion, to be the most advantageous to the Authority, fee and other factors being considered.

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## **SUBMISSION REQUIREMENTS**

Proposal responses shall include the information requested in a single volume, with each response numbered and ordered in the same manner as provided in this Request for Competitive Proposals (“RFP”). Each Proposer must submit the following information:

### **1. PROPOSERS INFORMATION:**

The Proposer shall include the legal name, address, and authorized signature of the proposing firm (“Proposer” or “Firm”) who, if the award is made to such proposer, will sign the Agreement for Record Keeping Services included in this RFP (the “Agreement”) (if such firm is awarded the Agreement), together with the following information regarding the Proposer:

- 1.1 Contact Name of individual responsible for account (“Team Leader”)
- 1.2 Contact Name of team members responsible for account (“Engagement Team”)
- 1.3 Address of office that will handle account (the “Proposing Office”)
- 1.4 Telephone number of the Team Leader and of the office that will handle account
- 1.5 Facsimile number of the Team Leader and of the office that will handle account
- 1.6 Email address of the Team Leader
- 1.7 Type of organization (corporation, sole proprietor, partnership, limited liability company, other)
- 1.8 Federal employer identification number

### **2. MINIMUM REQUIREMENTS**

Proposer shall certify satisfaction of the following in the Request Forms Warranty:

#### **2.1 Experience:**

- 2.1.1 Proposer must have a minimum of five (5) years of experience. During the five (5) years immediately preceding the Proposer’s submission of the proposal related to this RFP (the “Proposal”) the Proposer and the Team Leader must have provided record keeping services for Defined Contribution Plans to at least three (3) governmental **and/or** private entities, at least two (2) being governmental entities.

#### **2.2 Minimum Insurance Coverage:**

Proposer shall provide affirmative statements in its Proposal that if Proposer is awarded the Agreement, Proposer will:

- 2.2.1. Provide proof of required 17g-1 fidelity bonds, errors and omissions coverage and any other fiduciary coverage that the Proposer carries. List the bond issues and the insurance carriers supplying the coverage.
- 2.2.2. Maintain in force at all times during the term of the Agreement, insurance as described in Exhibit “C” (Page A-14 )
- 2.2.3 Maintain insurance coverage required in Exhibit C of the Agreement for at least two (2) years after expiration of the Agreement, if such coverage is on claim-made basis.

3. REFERENCES:

3.1 The Proposer shall provide a minimum of three (3) references of three (3) recent clients of the Proposing Office, (a) that demonstrate (i) the Proposer satisfies the Minimum Requirements as described in Section 2 of the Submission Requirements, Page SR-1, and (ii) the Team Leader and the Engagement Team members have the experience to perform the services required by this RFP and (b) that establish the reputation of the Proposer, the Team Leader and the Engagement Team members. At a minimum, Proposer shall provide the following information for each reference:

- 3.1.1 Name
- 3.1.2 Address
- 3.1.3 Contact person
- 3.1.4 Telephone number of contact person
- 3.1.5 Time period during which services provided
- 3.1.6 Description of services provided
- 3.1.7 Status (current or past client)
- 3.1.8 Names of Engagement Team members who were actively involved in providing services for the reference

3.2 The Proposer shall list three (3) recently completed projects which best illustrate the experience of the Proposer as it relates to Record Keeping Services.

3.3 The Proposer shall provide a listing of clients, including private, governmental entity and airport clients for whom the Proposer has provided record keeping services at any time on or after January 1, 2005. The Proposer shall provide a list of any clients to whom the Proposer has provided record keeping services within the last three (3) years and to which any such services terminated prior to the end of the contract term. If services were so terminated, the Proposer shall explain why.

4 NON-SEGREGATED FACILITY CERTIFICATE:

Each Proposer shall complete and sign the Non-Segregated Facilities Certificate on Page RF-2. A Proposal may be considered irregular, in the Authority's sole discretion, if the Proposer fails to provide the fully executed statement with its Proposal, or fails to furnish the required data.

5 PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, AND REGULATORY INVESTIGATIONS:

The Proposer shall provide a description of all prior or pending convictions, indictments, investigations and regulatory investigations, either civil or criminal, that relate to record keeping services, in which Proposer or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Team Leader, or Engagement Team members have been involved within the 3 years immediately preceding submission of the Proposal or an affirmative statement that there are none. The Proposer must also describe any conflicts of interest with the Authority that the Proposer's firm has or may have and how that conflict of interest would be mitigated, or provide an affirmative statement that there are no conflict of interest.

6 PROPOSER'S WARRANTY:

The Proposer's Warranty is included in the Response Forms Section, see Page RF-1. The form must be completed and signed by the Proposer's duly authorized representative.

7 RESPONSE:

Proposer shall complete and submit with the Proposal the Response Forms and Request for Proposal Questionnaire, Pages RF-1 through RF-3 and RFP-1 through RFP-14.

## GENERAL REQUIREMENTS

### 1. ADDITIONAL INFORMATION:

#### 1.1 Preparing Responses:

Each Proposal must contain the signature of the duly authorized representative of the Proposer on Page RF-1, Proposer's Warranty. Failure to properly complete and submit to the Authority the information requested in this RFP may result in rejection of a Proposal from consideration. It is important that each section of the Proposal is completed fully in accordance with the RFP requirements (including, without limitations the information required in the Submission Requirements and the Request Forms).

#### 1.2 Lobbying:

The Authority has established Policy 180.01 to govern lobbying activities. In general, lobbying of decision makers is prohibited during the decision process. The policy is available on the Authority website and in the reception area of the Authority offices. It is the responsibility of each Proposer to adhere to this policy. Penalties for not doing so are described in Policy 180.01.

#### 1.3 Waiver and/or Rejection of Responses:

The Authority reserves the right to waive informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment best meets the needs of the Authority. The Authority reserves the right but not the obligation to short list Proposers and/or to conduct interviews and/or demonstrations with either all Proposers or those that are short listed for further consideration.

#### 1.4 Rejection of Irregular Proposals:

1.4.1. Proposal will be considered irregular and may be rejected by the Authority if it is improperly executed, shows omissions, alterations of form, additions not called for, conditions, limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty (if required), Agreement references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's fees, or contains other irregularities of any kind.

1.4.1 The Authority has adopted a policy which addresses, among other things, the obligations of the Authority's employees with respect to having an interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause an Authority employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any Agreement or sell any materials, supplies, equipment or services to the Authority for a period of time that is determined by the Executive Director. A copy of the policy is available upon request from the Manager of Board Services.

#### 1.5 Notice Of Intent To Award Agreement:

Unless all Proposals are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within one hundred twenty (120) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the Authority, fees and other factors being considered. For all procurements, the Authority reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

1.6 Proprietary Information:

1.6.1 In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the Request for Competitive Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The Authority will consider a Proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions.

1.6.2 All Proposals received from Proposers in response to this Request for Competitive Proposals will become the property of the Authority and will not be returned to the Proposers. In the event of Agreement award, all documentation produced as part of the Agreement will become the exclusive property of the Authority.

1.7 WITHDRAWAL OF PROPOSALS:

No Proposal may be withdrawn after the scheduled Proposal opening time for a period of ninety (90) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the ninety (90) day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

**2. DESCRIPTION OF REQUIRED SERVICES**

The services defined in the Agreement will be binding and will supersede this section of the RFP if inconsistent with the description of required serves defined in this section.

To whom the contract is awarded, the Proposer shall:

2.1 Maintain accounts and information for individuals, including beneficiary information.

- 2.2 Provide services and information directly to employees, including investment planning tools, transaction confirmations and quarterly statements. Please note that the use of agents to assist participants is optional.
- 2.3 Have systems that provide:
  - 2.3.1 an established backup plan in place that ensures the proposer can restore all participant data, transaction history, and other client-related data in the event of a system malfunction or failure.
  - 2.3.2 an established disaster recovery plan in place that includes procedures and regularly scheduled testing.
- 2.4 Pay distributions directly to employees and beneficiaries with appropriate tax reporting.
- 2.5 Provide loan services including the appropriate tax reporting.
- 2.6 Plan termination and service termination services.
- 2.7 Provide the Authority with professional advice and assistance necessary in order to transition from the current plan.

### 3. ADDITIONAL SERVICES:

If during the term of the Agreement additional services are needed, the Authority may engage the selected Record Keeper to perform these services. The selected Record Keeper shall upon receipt of the written request for additional services perform such additional services in accordance with the terms of the Agreement. All additional services will be documented by engagement memoranda to be approved by the Authority.

### 4. EVALUATION CRITERIA:

- 4.1 The Authority intends to select the Firm that best meets the needs of the Authority, in the Authority's exclusive discretion. The evaluation criteria do not have any specific predetermined relative weight. The consideration of individual criterion is merely a tool to assist the Authority in determining which Proposal is most advantageous, as a whole, to the Authority, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the Authority.
- 4.2 The Proposer's experience including without limitation experience with government plans as it relates to the required services described above. It is the responsibility of the Proposer to provide references and information that most closely demonstrate such experience.

4.3 For all Proposers who satisfy the Minimum Requirements in Section 2 of the Submission Requirements, the Authority will consider the following items, in connection with its evaluation of Proposals:

4.3.1 Qualifications, experience and reputation of the Proposer, including prior or pending litigation against the Proposer. The Authority reserves the right to determine, in its sole discretion, the degree to which the Proposer's experience and qualifications are consistent with the size, complexity, and requirements of the Authority's Defined Contribution Plan Record Keeper requirements.

4.3.2 Qualifications, experience and reputation of the proposed Engagement Team, including the Team Leader for the team. The Authority reserves the right to determine, in its sole discretion, the degree to which the Engagement Team's experience and qualifications are consistent with the size, complexity, and requirements of the Authority's Defined Contribution Plan Record Keeper requirements.

4.3.3 The proposed fees to be charged by the Proposer.

## 5. SELECTION PROCESS

5.1 At a public meeting the Authority's Retirement Benefits Committee ("RBC"), with the assistance of the Authority's Pension Plan Investment Consultant, Dahab Associates ("Dahab"), will evaluate the proposals and may undertake a short-listing process, to ultimately select the most responsible and responsive Proposer submitting the Proposal which the RBC deems to be the most advantageous to the Authority, fees and other factors being considered.

5.2 The RBC and Dahab shall initially review the Proposals to evaluate whether the Proposers meet the minimum requirements set forth in this RFP and have provided all required information. The RBC and Dahab will then evaluate the Proposals of the Proposers that satisfy the minimum requirements and have provided such information to identify a short list of those Proposers that are deemed by the RBC, in its sole discretion, to be the most highly qualified to provide the requested services (based on the evaluation criteria provided above).

5.3 The RBC may, at its sole discretion, conduct interviews and/or request presentations with each of the short-listed Proposers.

5.4 Immediately following scheduled presentations and/or interview sessions, if any (and if none, following the short-listing process) the RBC shall conduct a public meeting to evaluate and rank the qualifications of each short-listed Proposer. A recommendation of award will be presented to the Finance Committee and the Authority Board.

**RESPONSE FORMS**

**PROPOSER'S WARRANTY**

**This page must be completed, signed and submitted with the Proposal.**

The undersigned person by the undersigned's signature affixed hereon warrants that:

- 1.1 The undersigned has carefully reviewed all of the materials and data provided in the Proposer's response on behalf of the Proposer and, after specific inquiry, believes all of the material and data to be true and correct;
- 1.2 The proposal offered by the Proposer is in full compliance with the Minimum Requirements set forth in this RFP, including without limitation the requirements in Section 2 of the Submission Requirements;
- 1.3 The Proposer authorizes the Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Proposer and its Engagement Team members;
- 1.4 The undersigned has been specifically authorized to accept and commit Proposer to execute the attached Agreement (Page A-1 through Page A-14) in full compliance with all requirements and conditions as set forth in this RFP, if the Proposer is awarded the Contract.
- 1.5 If awarded the Contract, the Proposer shall provide upon award evidence of the ability of the Proposer to meet the insurance requirements as described in Exhibit "C", Page A-14, of the Agreement for Record Keeping Services.
- 1.6 The undersigned acknowledges its responsibility to ensure receipt of the entire RFP and any addenda.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Proposer shall complete, sign and include in its Proposal this Certificate of Non-Segregated Facilities. Proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it do not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Proposer certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. Proposer agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certifications in its files.

\_\_\_\_\_  
(Name of Proposer)

By: \_\_\_\_\_  
(Signature)

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

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

**NO RESPONSE**  
**TO**  
**REQUEST FOR PROPOSALS**

If your firm is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY**  
**Attn: Kathy Bond**  
**5855 Cargo Road**  
**Orlando, Florida 32827**

We have received the Request for Proposal for Record Keeping Services for the Defined Contribution Plan for the Greater Orlando Aviation Authority at the Orlando International Airport, Human Resources Office, 5855 Cargo Road, Orlando, Florida 328270.

Our firm's reason for not submitting a Proposal is:

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Company Name

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

Its: \_\_\_\_\_  
Name & Title, Typed or Printed

**Greater Orlando Aviation Authority  
Record Keeper for Defined Contribution Plan  
Request for Proposal – 2010  
(Questionnaire)**

**RECORD KEEPING SERVICES**

COMPANY NAME	
PRINCIPAL ADDRESS	
TELEPHONE NUMBER	
INDIVIDUAL COMPLETING THIS RFP	
POSITION	
EMAIL ADDRESS	
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	
TELEPHONE NUMBER (IF DIFFERENT FROM ABOVE)	
FAX NUMBER	
DATE COMPLETED	
FIRM NAME	

**ORGANIZATION**

Summary:

**GENERAL INFORMATION:**

FIRM NAME	
LOCATION OF HEADQUARTERS	
STATE THE PARENT COMPANY OR IF INDEPENDENT	
<b>Total Assets Under Management</b>	
YEAR FOUNDED	
YEAR REGISTERED	
CONTACT NAME	
CONTACT NUMBER	
CONTACT EMAIL	

## FIRM AFFILIATION

1. IS THE FIRM INDEPENDENT? |
2. IS THE FIRM REGISTERED UNDER THE INVESTMENT ADVISORS ACT OF 1940? |
3. IS THE FIRM A SUBSIDIARY OF, OR RELATED IN ANY WAY TO:

A BROKERAGE FIRM	
INSURANCE COMPANY	
A BANK	
OTHER	

4. WHAT IS THE NAME OF THE PARENT COMPANY, IF ANY?
5. PLEASE PROVIDE DETAILS OF THE OWNERSHIP STRUCTURE OF THE FIRM.
6. IF THE FIRM IS RELATED IN ANY FASHION (FINANCIALLY OR OTHERWISE) TO ANY OTHER ENTITY, EXPLAIN.

## GENERAL BACKGROUND INFORMATION

1. PLEASE GIVE A BRIEF HISTORY OF THE FIRM.
2. WHEN WAS THE FIRM FOUNDED?
3. WHAT IS YOUR FIRM'S EXPERIENCE WITH PUBLIC FUNDS (PLEASE HIGHLIGHT YOUR EXPERIENCE WITH FLORIDA PUBLIC FUNDS IN YOUR RESPONSE)?
4. ARE YOU NOW THE SUBJECT OF AN SEC OR OTHER REGULATORY BODY SANCTION? IF SO, EXPLAIN.
5. HAS THE FIRM EVER BEEN SUBJECT TO AN SEC OR OTHER REGULATORY BODY SANCTION? IF SO, EXPLAIN.
6. DISCUSS, IN DETAIL, ANY LITIGATION AND/OR REGULATORY ACTION BROUGHT AGAINST THE FIRM IN THE LAST FIVE YEARS.
7. PLEASE PROVIDE DETAILS ON THE FINANCIAL CONDITION OF THE FIRM.
8. WHAT EFFECT HAS THE CURRENT ECONOMIC ENVIRONMENT HAD ON THE FIRM?
9. AS OF THE MOST RECENT QUARTER, PLEASE PROVIDE A BREAKDOWN OF YOUR CLIENTS AND TOTAL ASSETS:

TYPE	NUMBER OF PLANS		
	PLATFORM ONLY	RECORDKEEPING ONLY	COMBINED SOLUTION
457			
401 (A)			
OTHER:			
<b>Total</b>			

10. AS OF THE MOST RECENT QUARTER, PLEASE PROVIDE A BREAKDOWN OF CLIENT ASSETS:

TYPE	NUMBER OF PLANS		
	UNDER \$25MM	\$25MM-\$50MM	\$50MM+
457			
401 (A)			
OTHER:			
<b>Total</b>			

TYPE	NUMBER OF PLANS		
	UNDER \$25MM	\$25MM-\$50MM	\$50MM+
PLATFORM ONLY			
RECORDKEEPING ONLY			
COMBINED SOLUTION			
<b>Total</b>			

11. WHAT ARE YOUR FIRM'S PLANS FOR GROWTH OF THESE ASSETS?

12. ARE THERE PLANS FOR LIMITING GROWTH IN ANY OF THE ABOVE AREAS?

13. HOW DOES YOUR FIRM PLAN TO STAFF FOR THE GROWTH DESCRIBED ABOVE?

14. STATE THE AVERAGE SIZE OF THE FIRM'S 5 LARGEST FUNDS.

15. INDICATE THE NUMBER OF PLANS & TOTAL ASSETS THE FIRM GAINED & LOST IN EACH CATEGORY:

<i>Gained</i>	2005		2006		2007		2008		2009	
	#	\$	#	\$	#	\$	#	\$	#	\$
457 PLANS										
401(A) PLANS										
OTHER										
<b>TOTAL</b>										

<i>Lost</i>	2005		2006		2007		2008		2009	
	#	\$	#	\$	#	\$	#	\$	#	\$
457 PLANS										
401 (A) PLANS										
OTHER										
<b>TOTAL</b>										

**16. INDICATE THE NUMBER OF PLANS & TOTAL ASSETS THE FIRM GAINED & LOST IN EACH CATEGORY:**

<i>Gained</i>	2005		2006		2007		2008		2009	
	#	\$	#	\$	#	\$	#	\$	#	\$
PLATFORM ONLY										
RECORDKEEPING ONLY										
COMBINED SOLUTION										
<b>TOTAL</b>										

<i>Lost</i>	2005		2006		2007		2008		2009	
	#	\$	#	\$	#	\$	#	\$	#	\$
PLATFORM ONLY										
RECORDKEEPING ONLY										
COMBINED SOLUTION										
<b>TOTAL</b>										

**17. PLEASE DISCUSS ANY UNUSUALLY LARGE NUMBER OF ACCOUNTS OR ASSETS LOST.**

## RECORDKEEPING

1. DESCRIBE YOUR ORGANIZATIONAL PHILOSOPHY/APPROACH TO CLIENT RECORD KEEPING SERVICES.
2. ARE YOU CURRENTLY PARTICIPATING IN ANY ALLIANCES OR JOINT MARKETING EFFORTS? IF SO, PLEASE DESCRIBE IN DETAIL.
3. WHAT IS THE AVERAGE NUMBER OF CLIENTS MANAGED BY THE TEAM LEADER?
4. WHAT TYPE OF TRAINING IS REQUIRED FOR NEW EMPLOYEES BEFORE THEY CAN WORK ON CLIENT PLANS?
5. HOW MANY OF THE FIRM'S EMPLOYEES WORK IN THE DEFINED CONTRIBUTION AREA? PROVIDE A BREAKDOWN BY FUNCTION.
6. INDICATE HOW MANY YEARS YOUR COMPANY HAS BEEN ACTIVE IN THE DEFINED CONTRIBUTION BUSINESS (INDICATE THE PERIOD OF TIME FOR EACH SERVICES, IF DIFFERENT, SUCH AS INVESTMENT MANAGEMENT FOR X YEARS, RECORDKEEPING FOR Y YEARS, TRUSTEE SERVICES FOR Z YEARS, ETC.)
7. DO YOUR SYSTEM CAPABILITIES ALLOW FOR DAILY VALUATIONS?
8. PLEASE DESCRIBE IN DETAIL THE SERVICES YOU OFFER TO PARTICIPANTS AND SPONSORS WITH RESPECT TO VARIOUS PLAN EVENTS, SUCH AS ENROLLMENTS, WITHDRAWALS, CONTRIBUTIONS, ETC.
9. DESCRIBE THE CAPABILITIES OF YOUR ORGANIZATION'S SYSTEM WITH RESPECT TO THE FOLLOWING ITEMS:
  - MAXIMUM NUMBER OF TYPES OF ACCOUNTS PER PARTICIPANT
  - ALTERNATE PAYEE ACCOUNT AS MAY BE REQUIRED BY A QUALIFIED DOMESTIC RELATIONS ORDER (QDRO).
  - VESTING SERVICE.
  - STATUS INDICATORS — ACTIVE, ROLLOVER, RETIRED, PENDING.
  - SOURCE OF INPUT - ON-LINE, TAPE, ETC.
  - RECORD CAPACITY, RECORD LENGTH, ETC.
  - FREQUENCY OF DATA SUBMISSIONS.
  - NUMBER OF TRANSACTIONS PROCESSED PER MONTH.
  - NUMBER OF YEARS OF HISTORICAL DATA THAT IS AVAILABLE ON-LINE.

-CONTRIBUTIONS BY EMPLOYER.

**10.** DESCRIBE THE TURNAROUND WITH RESPECT TO THE UPDATING OF RECORDS AND THE ACTUAL INVESTING/DISBURSEMENT OF THE FUNDS FOR EACH OF THE FOLLOWING TRANSACTIONS:

-CONTRIBUTIONS AND LOAN PAYMENTS.

-REINVESTMENTS /TRANSFERS.

-DISTRIBUTIONS.

-CONFIRMS.

**11.** DOES YOUR ORGANIZATION REQUIRE PAYROLL DATA BE SENT IN A SPECIFIC FORMAT? WHAT TYPE OF DEVICES CAN BE USED? CAN YOU ACCOMMODATE MULTIPLE PAYROLLS? CAN YOU ACCOMMODATE WEEKLY, BI-WEEKLY, MONTHLY AND SEMI-MONTHLY PAY CYCLES FOR THE SAME PLAN?

**12.** HOW OFTEN DO YOU RECONCILE TRUST ASSETS TO PARTICIPANT RECORDS? DO YOU ENSURE THE PLAN IS BALANCED ON A DAILY BASIS? IF SO, HOW?

**13.** DESCRIBE YOUR PROCEDURES FOR RECONCILING WITH THE TRANSFER AGENTS FOR THE MUTUAL FUNDS.

**14.** DESCRIBE YOUR METHOD OF INTERNAL CHECKING PROCEDURES.

**15.** HOW LONG DO YOU MAINTAIN PARTICIPANT DATA?

**16.** IDENTIFY ANY RECENT OR PLANNED ENHANCEMENTS TO THE DAILY RECORDKEEPING FUNCTION.

## PLAN ADMINISTRATION

**1.** PLEASE INDICATE IF THE FOLLOWING ARE OFFERED, AND IF THERE IS ANY ADDITIONAL COST ASSOCIATED WITH THE SERVICE.

- PAYOUTS FOR ACCOUNTS LESS THAN \$5,000.

- LUMP SUM DISTRIBUTIONS AND WITHDRAWALS.

- HARDSHIP WITHDRAWALS.

- ROLLOVERS INTO AND OUT OF THE PLAN.

- COMPREHENSIVE PLAN SPONSOR REPORTING PACKAGE.

- ELIGIBILITY MONITORING AND TRACKING OF STATUS CODES.

- BENEFICIARY MONITORING AND CHANGES.

- PERIODIC MAILINGS TO PARTICIPANTS REGARDING CURRENT BENEFICIARY.

- CREATION OF 1099-R, 1096 AND 945 FORMS.

2. WHAT ARE YOUR PROCEDURES FOR HANDLING INCOMING ROLLOVERS AND PLAN TO PLAN TRANSFERS? WILL YOU ACCEPT ROLLOVERS DIRECTLY FROM ANOTHER COMPANY? IDENTIFY ANY FEES ASSOCIATED WITH ACCEPTING ROLLOVERS.

3. HOW ARE ERRORS HANDLED THROUGH YOUR SYSTEM FOR:

- CONTRIBUTIONS

- WITHDRAWALS/DISTRIBUTIONS (BOTH OVER- AND UNDER-PAYMENTS)

- TRANSFERS

- ALLOCATION OF EARNINGS

- TAX REPORTING

## TRUSTEE SERVICES

1. DESCRIBE YOUR ROLE AS DIRECTED TRUSTEE FOR THE PLAN. HOW IS THIS FUNCTION INTEGRATED WITH THE PARTICIPANT RECORD KEEPING? WHAT LIABILITY ARE YOU WILLING TO ASSUME REGARDING THE ADMINISTRATION SERVICES YOU WILL PROVIDE TO THE CLIENT?

2. IF YOU DO NOT PROVIDE TRUSTEE SERVICES IN-HOUSE, DESCRIBE THE DAILY PROTOCOLS AND INTERFACES TO THE OUTSIDE TRUSTEE. DO YOU HAVE ALLIANCE ARRANGEMENTS OR PREFERRED TRUSTEE RELATIONSHIPS?

3. DO YOU PROVIDE A SELF DIRECTED BROKERAGE VEHICLE?

## SERVICES

### 1. PLEASE PROVIDE A BREAKDOWN OF THE IN-HOUSE PROVIDED SERVICES:

	PROVIDED IN-HOUSE		ANNUAL STAFF TURNOVER %
	YES	NO	
TRUSTEE			
RECORD KEEPING			
COMPLIANCE			
CALL CENTER WITH REPRESENTATIVES			
EMPLOYEE EDUCATION AND COMMUNICATION			
FINANCIAL COUNSELING			
INFORMATION TECHNOLOGY			

### 2. PLEASE PROVIDE A BREAKDOWN OF THE FIRMS SERVICE APPROACH:

	PROVIDED IN-HOUSE		NUMBER OF STAFF	STAFF TURNOVER % IN THE LAST 3 YEARS
	YES	NO		
OFFICE LOCATED IN FLORIDA				
CLIENT SERVICE REPS IN FLORIDA				
EMPLOYEE SERVICE REPS IN FLORIDA				

	YES	NO
POOLED APPROACH – ALL REPS SERVICE ALL PLANS		
SEMI-DEDICATED APPROACH – GROUP OF REPS SERVICE A CORE GROUP OF CLIENTS		
DEDICATED TEAM – REPS SERVICE A VERY SMALL NUMBER OF CLIENTS		

### 3. ARE YOU WILLING TO PROVIDE PERIODIC VISITS TO UPDATE THE CLIENT ON YOUR PERFORMANCE?

### 4. PLEASE GIVE AN OVERVIEW OF YOUR ONLINE CAPABILITY.

	YES	NO
VIEW ONLY – PLAN SPONSOR		
TRANSACTION – PLAN SPONSOR		
VIEW ONLY – PLAN PARTICIPANTS		
TRANSACTION – PLAN PARTICIPANTS		

5. IF ANY OF THE ABOVE FUNCTIONALITIES DO NOT EXIST, PLEASE INDICATE A TIME FRAME SERVICE WILL BE AVAILABLE.

6. PLEASE GIVE DETAIL AS TO YOUR COMPLIANCE SERVICES.

	YES	NO
IS THERE AN ADDITIONAL COSTS FOR USE OF CUSTOM DOCUMENTS		
QUARTERLY TESTING CAPABILITIES		

7. IF THERE ARE ANY ADDITIONAL FEES, ASSOCIATED WITH THE ABOVE COMPLIANCE FUNCTIONS, PLEASE SPECIFY.

8. PLEASE GIVE DETAIL AS TO YOUR SERVICE CAPABILITIES.

	SERVICE	PLACE AN "X" WHERE PROVIDED			COST (BPS)
		PART OF BASE FEE	NOT-INCLUDED IN BASE FEE	ADDITIONAL FEE	
8.1	ENROLLMENT BY PHONE				
8.2	ENROLLMENT BY INTERNET				
8.3	LOAN ADMINISTRATION VIA CALL CENTER				
8.4	LOAN ADMINISTRATION VIA INTERNET				
8.5	ROLLOVER ADVISORY SERVICES				
8.6	INVESTMENT INQUIRIES VIA CALL CENTER				
8.7	WITHDRAWAL APPROVALS VIA CALL CENTER				
8.8	WITHDRAWAL APPROVALS VIA INTERNET				
8.9	INVESTMENT INQUIRIES VIA CALL CENTER				
8.10	SPANISH CALL CENTER SERVICES				
8.11	ABILITY TO PROJECT AND MODEL FUTURE PARTICIPANT ACCOUNT BALANCES BASED ON ASSUMPTIONS				
8.12	PLAN TRANSACTION LIMITS MONITORED				
8.13	INVESTMENT TRANSFERS VIA CALL CENTER				
8.14	INVESTMENT TRANSFERS VIA INTERNET				
8.15	TRANSFERS BASED ON PERCENTAGE ELECTED IN/OUT OF EACH FUND				
8.16	TRANSFERS BASED ON A SPECIFIC DOLLAR AMOUNT IN/OUT OF EACH FUND				
8.17	FUND PROFILES AND PERFORMANCE INFORMATION VIA CALL CENTER				
8.18	FUND PROFILES AND PERFORMANCE INFORMATION VIA INTERNET				
8.19	CONFIRMATIONS GENERATED AND MAILED TO PARTICIPANT				

8.20	CONFIRMATIONS GENERATED AND E-MAILED TO PARTICIPANT				
8.21	MAINTENANCE OF BENEFICIARY ELECTIONS				
8.22	PERSONALIZED PLAN OPTIONS AND PROJECTIONS				
8.23	AUTOMATED LOAN PROCESSING INCLUDING				
	-CALCULATED AMOUNTS AVAILABLE FOR LOAN				
	-AMORTIZATION SCHEDULE				
	-PROMISSORY NOTE				
	-PRINCIPAL AND INTEREST CALCULATION				
	-MULTIPLE LOAN TRACKING				
	-LOAN LIMITS MONITORED				
8.24	MINIMUM DISTRIBUTION CALCULATION				
8.25	QUARTERLY STATEMENTS MAILED TO HOME				
8.26	QUARTERLY STATEMENTS E-MAILED				
8.27	ADMINISTRATIVE COMPLIANCE TO DOCUMENT				
8.28	404(C) COMPLIANCE SUPPORT AND DISTRIBUTION OF MATERIALS				
8.29	LOCAL SERVICE CONTACT FOR SPONSOR				
8.30	SELF DIRECTED BROKERAGE ACCOUNT				

9. CAN YOU CUSTOMIZE SERVICES TO MEET THE CLIENT’S CRITERIA?
10. DESCRIBE THE KEY ELEMENTS OF YOUR STANDARD INITIAL ENROLLMENT AND ONGOING COMMUNICATION AND EDUCATION MATERIALS (INCLUDING PRINTED MATERIAL, VISITS, AND TRAINING). PLEASE PROVIDE SAMPLES OF YOUR MATERIALS.
11. CAN YOU CUSTOMIZE MATERIALS? PLEASE DESCRIBE YOUR CAPABILITIES AND ANY ADDITIONAL COSTS ASSOCIATED WITH THESE SERVICES.
12. DO YOU PROVIDE PERSONNEL RESOURCES AS PART OF BOTH THE INITIAL AND ON-GOING COMMUNICATION AND EDUCATION PROGRAMS? IF SO, PLEASE DESCRIBE.
13. DO YOU PROVIDE COMMUNICATION AND EDUCATION MATERIAL IN FOREIGN LANGUAGES? IF SO WHAT LANGUAGE (S) AND WHAT MATERIAL?

## COMMUNICATION SERVICES

1. PLEASE INDICATE WHICH OF THE ITEMS BELOW YOUR FIRM CAN PROVIDE.						
	COMMUNICATION SERVICE	FUNCTIONAL CAPABILITY		COMMENTS	FEES	
		YES	NO		INCLUDED	ADDITIONAL
1.1	COMPREHENSIVE PLAN LEVEL REPORTING PACKAGE					
1.2	PLAN STATISTICS (INCLUDING ACTIVITY AND VOLUMES)					
1.3	AD HOC REPORTS AVAILABLE					
1.4	ABILITY TO USE GOAA LOGO AND PAPER STOCK FOR STATEMENTS					
1.5	SAVINGS PROJECTIONS FOR PARTICIPANTS					
1.6	RETIREMENT INCOME ADEQUACY AND REPLACEMENT ANALYSIS REPORTS					
1.7	PARTICIPANTS STATEMENTS MAILED DIRECTLY TO THEIR HOME					
1.8	PARTICIPANT STATEMENTS EMAILED					
1.9	INDIVIDUALIZED GAP ANALYSIS					
1.10	INTERNET ACCESS FOR PLAN SPONSOR					
1.11	INTERNET ACCESS FOR PARTICIPANT					
1.12	ABILITY TO USE COLOR GRAPHS IN STATEMENTS					
1.13	STATEMENTS ISSUED ON DEMAND					
1.14	YEAR-END "REPORT CARD" OF SERVICES					
1.15	ENROLLMENT KIT FOR NEW ELIGIBLE PARTICIPANTS					
1.16	OTHER (LIST)					

## VOICE RESPONSE SYSTEM AND CALL CENTER SERVICES

2.	PLEASE DETAIL THE DAYS AND TIMES (EST) CALL CENTER REPRESENTATIVES ARE AVAILABLE?
3.	PLEASE GIVE THE NUMBER OF POTENTIAL CALL CENTER REPRESENTATIVES SERVICING THE CLIENT?
4.	NUMBER OF CALL CENTERS AND REDUNDANT SITES?

5. AVERAGE NUMBER OF PARTICIPANTS SERVED PER CALL CENTER REPRESENTATIVE?
6. AVERAGE NUMBER OF PLANS SERVED PER CALL CENTER REPRESENTATIVE?
7. AVERAGE LENGTH OF CALL?
8. NUMBER OF CALLS MONITORED EACH MONTH?
9. PERCENTAGE OF PLAN SPECIFIC REFERENCE MATERIAL ON-LINE FOR CALL SERVICE REPRESENTATIVES?
10. CALL ABANDON RATE?
11. AVERAGE CALL TIME SPENT IN QUEUE FOR PARTICIPANTS?
12. PERCENTAGE OF CALLS WHICH REQUIRE A CALL BACK?
13. HOW OFTEN IS DATA UPDATED ON YOUR ON-LINE SYSTEM? IS IT REAL TIME OR A BATCH JOB IN THE EVENING?
14. PLEASE DESCRIBE THE KIND OF MANAGEMENT REPORTING THE CLIENT COULD EXPECT TO RECEIVE REGARDING THEIR PARTICIPANTS USAGE OF CALL CENTER REPS.
15. DESCRIBE THE BACK-UP, SECURITY PROCEDURES AND AUDIT CONTROLS FOR YOUR CALL CENTER VOICE RESPONSE AND INTERNET APPLICATIONS.
16. DESCRIBE YOUR APPROACH TO TRAINING THE CUSTOMER SERVICE REPRESENTATIVES. HOW WILL REPRESENTATIVES LEARN ABOUT ANY CLIENT SPECIFIC FEATURES?

## PERSONNEL

1. PLEASE PROVIDE BIOGRAPHICAL INFORMATION ON ALL KEY MEMBERS OF THE PROPOSED PRODUCT'S TEAM, INCLUDING YEARS OF EXPERIENCE AND YEARS WITH THE FIRM.
2. PLEASE COMMENT ON LOCAL ACCESSIBILITY OF THE ACCOUNT TEAM MEMBERS. WHO DOES THE PLAN SPONSOR CONTACT WHEN PROBLEMS ARISE AND HOW ARE ISSUES RESOLVED?
3. WHAT PERCENTAGE OF TIME DO YOU ANTICIPATE THE TEAM LEADER WILL SPEND SERVICING THE GREATER ORLAND AVIATION AUTHORITY'S ACCOUNT?
4. HAVE THERE BEEN ADDITIONS OR DEPARTURES IN THE LAST 3 YEARS FOR THE ENGAGEMENT TEAM? PLEASE EXPLAIN.

PLEASE ATTACH A BIOGRAPHY OF THE KEY TEAM MEMBERS TO THIS QUESTIONNAIRE.

5. IN THE TABLE BELOW, INDICATE THE APPROPRIATE TURNOVER STATISTICS.

	2006	2007	2008	2009
ACCOUNT MANAGERS				
DC ACCOUNTING SPECIALISTS				
CALL CENTER REPRESENTATIVES				
COMPLIANCE				
INVESTMENT SPECIALISTS				
OTHER:				
<b>TOTAL</b>				

6. HAS THERE BEEN ANY EXCESSIVE TURNOVER? IF SO, PLEASE EXPLAIN.

## TECHNOLOGY AND SYSTEMS CAPABILITIES

1. DESCRIBE YOUR SYSTEMS BACKUP AND DISASTER RECOVERY PLAN. HOW OFTEN ARE YOUR PROCEDURES TESTED?

2. WHAT ONLINE (INTERNET, INTRANET, VPN, ETC.) ACCESS IS AVAILABLE TO THE PLAN SPONSOR AND PLAN PARTICIPANTS? DESCRIBE YOUR SECURITY PROCEDURES. PLEASE DESCRIBE THE PLATFORM AS WELL AS THE FUNCTIONALITY AND THE INCEPTION DATE OF EACH FUNCTION.

3. IN THE BELOW TABLE, PLEASE FILL IN THE AMOUNT OF TOTAL CAPITAL EXPENDITURES YOU HAVE MADE TO THE DEFINED CONTRIBUTION SYSTEMS AND PRODUCT ENHANCEMENTS.

	2006	2007	2008	2009
SYSTEMS UPGRADES				
PRODUCT DEVELOPMENT				
<b>TOTAL</b>				

## TRANSITION

1. DESCRIBE THE TRANSITION PROCESS IN DETAIL. WHAT WILL THE CLIENT'S ROLE BE? PLEASE PROVIDE A SAMPLE TIMELINE FOR TRANSITION.

2. DESCRIBE YOUR PROPOSED STRATEGY FOR THE TRANSFER OF ASSETS.

3. WHO WILL BE ASSIGNED TO THE TRANSITION?

4. HOW MANY PLANS WILL THE TEAM BE WORKING ON AT THE SAME TIME?

5. TO WHAT DEGREE IS THE ONGOING TEAM INVOLVED IN THE TRANSITION PHASE?
6. IF PARTICIPANTS HAVE QUESTIONS PRIOR TO THEIR RECORDS BEING CONVERTED, CAN THEY USE THE CALL CENTER AS A RESOURCE? PLEASE EXPLAIN.
7. ARE YOU WILLING TO GUARANTEE SPECIFIC SERVICE DELIVERY AND QUALITY STANDARDS DURING THE TRANSITION?
8. ARE YOU WILLING TO PROVIDE ON-SITE RESOURCES AT THE CLIENT LOCATION DURING KEY TRANSITION PERIODS?
9. DESCRIBE KEY STRATEGIES, SUGGESTIONS, AND BEST PROACTIVE APPROACHES THAT HAVE WORKED WELL WITH OTHER PLANS.

## FEES

1. PLEASE DETAIL YOUR FEES TO INCLUDE:
  - FEES TO SET-UP AND TRANSITION THE PLAN
  - COMMUNICATION AND EDUCATION FEES
  - SERVICE CENTER FEES
  - TRUSTEE/CUSTODY FEES
  - RECORDKEEPING FEES
  - ADMINISTRATIVE FEES
2. ARE YOU WILLING TO PROVIDE A GUARANTEED FEE STRUCTURE FOR A SPECIFIC NUMBER OF YEARS? IF SO, FOR HOW LONG?
3. WILL YOU PROVIDE FEE CONCESSIONS IF SERVICE STANDARDS ARE NOT MET? IF SO, WHAT ARE THE CONCESSIONS?
4. HOW WILL THE AUTHORITY BE PROTECTED AGAINST INCREASES IN FEES IF ONE OR MORE OF YOUR PROPRIETARY FUNDS NEEDS TO BE REPLACED DUE TO PERFORMANCE ISSUES DOWN THE ROAD?

**INCLUDE THIS PAGE WITH THE PROPOSAL – DO NOT DETACH IT.**

## AGREEMENT FOR RECORD KEEPER

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Authority"), with a business address at Orlando International Airport, One Airport Boulevard, Orlando, Florida 32827-4399, and \_\_\_\_\_, (the "Record Keeper"), with a business address at \_\_\_\_\_ (Authority and Record Keeper sometimes collectively referred to herein as the "Parties").

### WITNESSETH:

**WHEREAS**, the Authority desires to employ the services of a Record Keeper to provide professional and related services required in connection with the Defined Contribution Retirement Plan at Orlando International Airport and Orlando Executive Airport (the "Airports"); and

**WHEREAS**, Record Keeper is qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

#### 1. Services to be Provided by Record Keeper

- 1.1 **Scope of Services.** Record Keeper hereby agrees to perform for Authority services and work product set forth on the scope of services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Services"). The Services may be modified or increased from time to time by written addendum to this Agreement signed by both Parties; provided, however, the Authority shall have the right, by written notice to Record Keeper, to unilaterally reduce the Scope of Services to be rendered hereunder with a corresponding reduction in fee.
- 1.2 **Personnel.** Record Keeper agrees to retain the necessary qualified personnel acceptable to Authority to perform all Services for Authority pursuant to this Agreement. Record Keeper further agrees to promptly remove any personnel from performing Services as Authority shall request in writing (which request may be made by Authority with or without cause), and to promptly replace such personnel with other of Record Keeper's personnel of comparable experience reasonably acceptable to the Authority. Record Keeper agrees to include a similar provision in its agreements with any and all Subconsultants.
- 1.3 **Subconsultant.** Record Keeper shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified subconsultant approved in writing by the Authority in advance ("Subconsultant"); provided, however, no Subconsultant shall perform any of the Record Keeper obligations under this Agreement unless the Authority approves the Subconsultant in advance in writing. In the event any Subconsultant is employed, the Record Keeper shall continuously monitor the Subconsultant's performance and shall remain fully responsible to ensure that the Subconsultants perform Services as required in accordance with this Agreement. The Authority shall have no obligation to pay for any unsatisfactory performance of Subconsultants nor to reimburse Record Keeper for Services rendered by Subconsultants in connection with Record Keeper's performance of Services unless

Authority has given prior written approval of the compensation to be paid Subconsultants by the Record Keeper. The Authority may require that invoices for all work (including invoices submitted to the Record Keeper for work performed by Subconsultants) shall be submitted to the Authority by the Record Keeper and the Authority shall pay all compensation to the Record Keeper, or Authority shall have the right, but not the obligation, to pay a specific amount directly to any Subconsultant. Record Keeper agrees to pay such Subconsultants for their Services within fifteen (15) days after Record Keeper's receipt of payments from the Authority for accepted work performed by Subconsultants. It shall be the sole responsibility of the Record Keeper to deal with Subconsultants with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Authority to the Record Keeper for work performed by Subconsultants shall relieve the Authority of all future liability to the Subconsultant and shall thereafter precludes the Subconsultant from bringing any claim against the Authority. Record Keeper agrees to include insurance and indemnity requirements set forth herein (as well as the statements in the immediately preceding sentence) in agreements with any Subconsultants for performance of Services.

- 1.4 **Record Keeper's Reasonable Efforts and Standards of Performance.** Record Keeper agrees to use its reasonable efforts to perform and/or to cause Subconsultants to perform all Services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Authority, and Record Keeper agrees to perform and/or cause Subconsultants to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.
- 1.5 **Record Keeper's Liability.** Record Keeper shall be and remain liable in accordance with applicable law for all damages to Authority caused by the improper acts or omissions of Record Keeper or by any Subconsultants in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying Record Keeper's obligation and duties in performing Services shall apply equally to Subconsultants performing Services.
- 1.6 **Record Keeper's Obligation to Correct Errors or Omissions.** Record Keeper agrees to be responsible for the quality, technical adequacy and accuracy, of all Services furnished by Record Keeper or any Subconsultants, in accordance with its specific obligations hereunder. Record Keeper shall, without additional cost or expense to the Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by Record Keeper, resulting from improper acts or omissions of Record Keeper or Subconsultants to the extent determined by a court of competent jurisdiction, not subject to further appeal.
- 1.7 **Record Keeper's Compliance with Laws and Regulation.** Record Keeper and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by Record Keeper hereunder, or to the wages paid by Record Keeper to its employees. Record Keeper shall require all of its Subconsultants to comply with the provisions of this paragraph.
- 1.8 **Record Keeper Is Not Authority's Agent.** Record Keeper is, and at all times shall be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of the Record Keeper by the terms of this Agreement. The Record Keeper shall be liable for any of its acts, and the acts of its Subconsultants, and their respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Authority and the Record Keeper or any Subconsultant. Neither

Record Keeper nor any Subconsultant is authorized to act as Authority's agent hereunder nor to have authority, express or implied, to act for or bind Authority.

## 2. Compensation.

- 2.1 **Compensation.** For the Services rendered by Record Keeper, compensation to Record Keeper will not exceed and will be in accordance with the schedule of rates, fees and charges set forth on **Exhibit "B"** attached hereto and incorporated herein.
- 2.2 **Reimbursable Expenses.** Record Keeper shall not be entitled to reimbursement for its out-of-pocket expenses.
- 2.3 **Monthly Statements.** Record Keeper shall submit statements to Authority not more than once each month for all Services rendered hereunder since the last monthly statement. The information shall be submitted in a form and with detail satisfactory to Authority. The making of any willfully false statement by Legal Record Keeper in a monthly statement shall be grounds for the termination of this Agreement by Authority.
- 2.4 **Maintenance of Records.** Record Keeper shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in Record Keeper's customary form and scope. Records and invoices for Services shall include all of the information required in order to determine Record Keeper's Services performed hereunder, and shall identify the Services rendered in a manner reasonably acceptable to Authority.
- 2.5 **Records Availability.** All of the Record Keeper's records directly relating to Services shall, upon reasonable notice by Authority, be made available to Authority or its representatives at all reasonable times, to review, inspect, audit or copy Record Keeper's records. If any such audit establishes that Record Keeper has overstated service fees, the amount of any overcharge paid by Authority as a result of an overstatement shall forthwith be refunded by Record Keeper to Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any knowingly overstated amount accrued from forty-five (45) days after the Authority's notice to Record Keeper of overstatement.

## 3. Term and Termination.

- 3.1 **Term.** This Agreement shall become effective upon its execution by the Authority and shall continue in effect for one (1) year, unless terminated earlier as provided for herein or extended by an addendum hereto executed by both Parties; provided that this Agreement may be renewed for one (1) year upon the "parties" agreement as to the fees to be paid during the period of renewal.
- 3.2 **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within five (5) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.
- 3.3 **Termination without Default.** Authority may terminate this Agreement for any reason or no reason upon not less than thirty (30) calendar days written notice of intent to terminate.

- 3.4 **Effect of Termination.** For any termination, Record Keeper shall have no entitlement to recover anticipated profit for Services or other work not performed; provided, however, the Authority shall pay Record Keeper for Services performed up to the date of termination, as determined in the discretion of the Authority.
- 3.5 **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Authority pursuant to paragraphs 3.2 or 3.3 above, or upon Record Keeper's giving of notice of intent to terminate pursuant to paragraph 3.2 above, Record Keeper shall: (1) promptly discontinue all Services affected (unless Authority directs otherwise); and (2) deliver or otherwise make available to Authority all data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by Record Keeper or by Subconsultants in performing services under this Agreement, whether completed or in process.
- 3.6 **Authority's Right to Complete Terminated Services.** Upon termination pursuant to paragraphs 3.2 or 3.3 above, Authority may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Authority shall not waive any rights it may have to pursue any and all rights it may have against Record Keeper arising out of Record Keeper's performance hereunder.

4. **Warranties and Representations of Record Keeper.**

- 4.1 **State Code of Ethics.** Record Keeper represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and Record Keeper further represents and warrants unto Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of Record Keeper to be conducted under this Agreement or the proceeds thereof. Record Keeper further represents and warrants to Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Record Keeper, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Record Keeper, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any firm or person in connection with carrying out this Agreement.
- 4.2 **Public Entity Crimes.** Record Keeper represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Record Keeper further represents and warrants unto Authority that to the best of its knowledge and good faith belief that neither Record Keeper nor any affiliate of Record Keeper has ever been convicted of a public entity crime. Record Keeper acknowledges receipt of the following notice:

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Record Keeper under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

- 4.3 **Public Records; Open Meetings.** The Record Keeper has been advised that the Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Authority to conduct business in open meetings. Record Keeper will cooperate with Authority to observe and comply with the requirements of said laws in performing the Services. The Record Keeper agrees that it will comply with all Authority policies and procedures in observing the requirements of said laws.
- 4.4 **Duty to the Authority.** The Record Keeper will represent the Authority to the best of the Record Keeper's ability with respect to the performance of the Services, including without limitation in making recommendations to the Authority and will not make recommendations or otherwise perform Services based on criteria or factors other than the best interests of the Authority. At the Authority's request, Record Keeper must recommend insurance coverage to the Authority annually and certify that its recommendations are commercially reasonable for a public entity in the aviation industry.
- 4.5 **Contingent Commissions.** The Record Keeper has no (and will not enter into any) commission agreements or other similar arrangements, whether direct or indirect, with any insurance companies or brokers, including any arrangement whereby Record Keeper receives commissions associated with advice or recommendations provided to the Authority. Record Keeper shall insert the foregoing warranties and representations in each of its Subconsultant agreements, if any, relating to the Services.
- 4.6 The Record Keeper shall comply at all times with the certifications, affirmative statements and other representations made by Record Keeper in its Proposal, unless waived in writing by the Authority; which certifying affirmative statements and other representations are incorporated herein by this reference.
5. **Member Protection: Waiver.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of Record Keeper or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee, or agent, as such, past, present or future, of Authority either directly or through Authority or otherwise, for any claims arising out of this Agreement of the Services rendered pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent as such, to respond by reason of any act of omission on his or her part or otherwise for any claim arising out of this Agreement or the Services rendered pursuant to it, or for the payment for or to the Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.
6. **Indemnification.** Record Keeper shall indemnify, defend and hold completely harmless the Authority and the City, and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each from and against any and all liabilities (including statutory liability and liability under Workers' Compensation laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the

foregoing (i) the breach of this Agreement by Record Keeper, (ii) by reason or on account of damage to or destruction of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of services under this Agreement, or the negligent acts or omissions or willful misconduct of Record Keeper's officers, agents, employees, Subconsultants, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, or (iii) arising out of or in connection with the negligent acts or omissions or willful misconduct of Record Keeper or its officers, agents, employees, Subconsultants, licensees or invitees. Authority agrees to give Record Keeper reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Record Keeper or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. **Insurance.** Without limiting its liability hereunder, Record Keeper shall procure and maintain at its sole expense during the term of this Agreement bonds and insurance of the types and in the minimum amounts and deductibles set forth on **Exhibit "C"** attached hereto and incorporated herein by reference. Without limiting the foregoing, Record Keeper shall maintain a professional liability policy and comprehensive general liability policy which shall include contractual liability on a blanket or specific basis to cover the indemnification provided under Paragraph 6 hereinabove, and all insurance required hereunder shall be in a form satisfactory to Authority and shall be written by a company or companies licensed to transact insurance in the State of Florida and satisfactory to the Authority. Record Keeper agrees that the Authority and the City and its members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees and agents shall be named as additional insureds under such policies of insurance, except professional liability insurance. Such insurance shall provide that it is primary insurance as respects any other valid insurance Authority may possess including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance. Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration of any certificates previously provided hereunder, Record Keeper shall, upon request, provide to Authority certificates evidencing the maintenance of all insurance required hereunder, and each such certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until at least thirty (30) days after receipt of written notice thereof by Authority. Record Keeper shall maintain and/or cause Subconsultants to maintain Workers' Compensation Insurance coverage for all employees in accordance with statutory limits.
8. **Nondiscrimination.** During the performance of this Agreement, the Record Keeper, for itself, its assignees and successors in interest agrees as follows:
  - 8.1 **Compliance with Regulations.** The Record Keeper shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
  - 8.2 **Nondiscrimination.** The Record Keeper, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subconsultant, including procurement of materials and leases of equipment. The Record Keeper shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the Agreement covers a program set forth in Appendix B of the Regulations.

**8.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment.**

In all solicitations either by competitive bidding or negotiation made by the Record Keeper for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Record Keeper of the Record Keeper's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

**8.4 Information and Reports.**

The Record Keeper shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Record Keeper is in the exclusive possession of another who fails or refuses to furnish this information, the Record Keeper shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**8.5 Sanctions for Noncompliance.**

In the event of the Record Keeper's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanction as it or the FAA may determine to be appropriate, including but not limited to:

8.5.1 Withholding of payments to the Record Keeper under the Agreement until the Record Keeper complies.

8.5.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

**8.6 Incorporation of Provisions.**

The Record Keeper shall include the provisions of subsections (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Record Keeper shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Record Keeper becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Record Keeper may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, the Record Keeper may request the United States to enter into such litigation to protect the interests of the United States. The Record Keeper assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Record Keeper from the period beginning with the initial solicitation through the completion of the Agreement.

**9. Florida Law.**

This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.

**10. Remedies.**

In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement in accordance with Section 3.2. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this

Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.

11. **Attorney's Fees and Costs.** To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.
12. **Venue and Waiver of Jury Trial.** The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Authority and Record Keeper. The parties hereby agree that process shall be served on Record Keeper and Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.
13. **Transfers, Assignments and Subcontracts.** Record Keeper shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement or any of its obligations hereunder to third parties without the prior written approval of Authority. Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon Authority and Record Keeper, and their respective successors and assigns.
14. **Miscellaneous Provisions.**
  - 14.1 Record Keeper shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by Record Keeper hereunder.
  - 14.2 Record Keeper shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for Record Keeper to render the services required hereunder.
  - 14.3 If Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by Record Keeper hereunder, and if Record Keeper is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Authority shall have the right, by giving written notice to Record Keeper, to terminate this Agreement forthwith.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
16. **Amendment; Waiver.** Except for the Authority's right to reduce the scope of services as provided in paragraph 1.(a) above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Authority and Record Keeper reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

17. **Severability.** If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
  
18. **Time of The Essence.** Time is of the essence in the performance of this Agreement.
  
19. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement and any Amendments may be executed and telecopied to the other party and that the execution telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
  
20. **Notices.** All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

To Record Keeper: \_\_\_\_\_

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

With copy to: \_\_\_\_\_

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

Attention: \_\_\_\_\_

To Authority: Greater Orlando Aviation Authority  
 One Airport Boulevard  
 Orlando, Florida 32827-4399  
 Attention: Executive Director

The Authority's Executive Director, or designee, shall act as Authority's agent with respect to the Services to be rendered by Record Keeper hereunder and shall transmit instructions, receive information, and communicate Authority's policies and decisions to Record Keeper regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section 20.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first mentioned above.

**GREATER ORLANDO AVIATION AUTHORITY**

ATTEST

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

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

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

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

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

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

**“RECORD KEEPER”**

ATTEST

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

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

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

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

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

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

## EXHIBIT "A"

### Scope of Services

Responsibilities of the Record Keeper shall include, but not be limited to the following:

#### 1. SCOPE OF SERVICES TO BE PROVIDED:

The services defined in this scope of services will be binding and will supersede Section 2 of the General Requirements if not consistent with the description of required serves defined here.

- 1.1 Maintain accounts and information for individuals, including beneficiary information.
- 1.2 Provide services and information directly to employees, including investment planning tools, transaction confirmations and quarterly statements. Please note that the use of agents to assist participants is optional.
- 1.3 Have systems that provide:
  - 1.3.1 an established backup plan in place that ensures the proposer can restore all participant data, transaction history, and other client-related data in the event of a system malfunction or failure.
  - 1.3.2 an established disaster recovery plan in place that includes procedures and regularly scheduled testing.
- 1.4 Pay distributions directly to employees and beneficiaries with appropriate tax reporting.
- 1.5 Provide loan Services including the appropriate tax reporting.
- 1.6 Plan termination and service termination services.
- 1.7 Provide the Authority with professional advice and assistance necessary in order to transition from the current plan.

In addition, Proposer shall be obligated as to all items in the Proposer's proposal submitted in connection with the RFP, including without limitation the statements made by Proposer in the Response Forms in such proposal; and the Proposal is hereby incorporated in and made a part of the Agreement.

## **EXHIBIT "B"**

The Fee Proposal submitted by the Proposer in response to the Request for Competitive Proposals for Record Keeping Services for the Defined Contribution Plan Page RFP-14, "Fees" of the Questionnaire, is hereby incorporated into this Exhibit "B".

**EXHIBIT "C"**

**Insurance**

Fidelity bonds as required by the Securities and Exchange Commission. Add all other insurance information on types of policies and limits

If coverage is on a claims-made basis, the Company will maintain coverage applicable to the Services performed for two (2) years after expiration of the Agreement.