

**SUBMIT PROPOSAL TO:**  
**PURCHASING DEPARTMENT**  
**UNIVERSITY OF CENTRAL FLORIDA**  
**12479 RESEARCH PARKWAY, BLVD. 600**  
**ORLANDO, FL 32826**  
**Phone:(407)823-2661 – Fax (407) 823-5551**  
**www.purchasing.ucf.edu**

**University of Central Florida**

**REQUEST FOR PROPOSAL**

**Contractual Services Acknowledgement Form**

PROPOSALS WILL BE OPENED <b>February 2, 2009 @ 2:00 p.m.</b> and may not be withdrawn within 120 days after such date and time.		PROPOSAL NO. <b>9017RCS</b>
UNIVERSITY MAILING DATE: <b>December 12, 2008</b>	PROPOSAL TITLE: <b>Investment Consulting Services</b>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER		
VENDOR NAME		REASON FOR NO PROPOSAL
VENDOR MAILING ADDRESS		
CITY - STATE - ZIP CODE		<b>POSTING OF PROPOSAL TABULATIONS</b> Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
AREA CODE	TELEPHONE NO.	
	TOLL FREE NO.	
	FAX NO.	

**Government Classifications**  
**Check all applicable**

- |                                                         |                                                      |
|---------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> <b>African American</b>        | <input type="checkbox"/> <b>American Women</b>       |
| <input type="checkbox"/> <b>Asian-Hawaiian</b>          | <input type="checkbox"/> <b>Government Agency</b>    |
| <input type="checkbox"/> <b>Hispanic</b>                | <input type="checkbox"/> <b>MBE Federal</b>          |
| <input type="checkbox"/> <b>Native American</b>         | <input type="checkbox"/> <b>Non-Minority</b>         |
| <input type="checkbox"/> <b>Non-Profit Organization</b> | <input type="checkbox"/> <b>Pride</b>                |
| <input type="checkbox"/> <b>Small Business Federal</b>  | <input type="checkbox"/> <b>Small Business State</b> |

*I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the State of Florida 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 and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the proposer.*

**GENERAL CONDITIONS**

**SEALED PROPOSALS:** All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**1. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

**2. NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgment form, marking it "NO PROPOSAL," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (MANUAL)**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (TYPED), TITLE**

3. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the proposal form. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the proposals unless allowed by the Director of Purchasing in accordance with the rules of negotiation. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

(b) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

(c) **MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

(d) **INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting  
12424 Research Parkway, Suite 300  
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper preaudit and postaudit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Sections 112.061 and 287.058 F.S. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

**Interest Penalties:** In accordance with UCF Policy 3-208, available on-line at <http://www.ucf.edu/president/policies.php>. Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

**Vendor Ombudsman:** A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman may be contacted at (407) 882-1104 or in writing at the address above to the attention of the UCF Vendor Ombudsman.

The ombudsman shall review the circumstances surrounding non-payment and apply the rules outlined in the UCF Prompt Payment Compliance policy to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligations to pay under this contract are contingent upon an annual appropriation by the Legislature.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University of Central Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with the University of Central

Florida for any dealing with that specific subject matter in accordance with chapter 255, F.S. Proposers must disclose any conflict of interest information in this section in their proposal.

6. **AWARDS:** As the best interest of the University of Central Florida may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

7. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal or performance of the items offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

8. **LEGAL REQUIREMENTS:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise, and lack of knowledge by any proposers shall not constitute a cognizable defense against the legal effect thereof.

9. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the submitted results as a part of any commercial advertising.

10. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

11. **LIABILITY:** The supplier shall hold and save the University, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

12. **FACILITIES:** The University reserves the right to inspect the proposer's facilities at any time with prior notice.

13. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

14. **EQUAL EMPLOYMENT OPPORTUNITY:** The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

15. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- (a) Contractor's name being removed from the Purchasing Department vendor mailing list
- (b) All State agencies being advised not to do business with the contractors without written approval of the Purchasing Department

16. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.



**UNIVERSITY OF CENTRAL FLORIDA**

**REQUEST FOR PROPOSAL NUMBER [9017RCS](#)**

**FOR**

**[Investment Consulting Services](#)**

## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b>	<b>Page</b>
1.1	Statement of Objective.....	3
1.2	Contract Award.....	3
1.3	UCF Environment.....	4
<b>2.0</b>	<b>GENERAL CONDITIONS</b>	
2.1	Authorized UCF Representative/Public Notices/UCF Discretion.....	4
2.2	Approximate Calendar of Events.....	5
2.3	Proposer Communications and/or Inquiries.....	5
2.4	Proposers' Conference and Site Visit.....	6
2.5	Written Addenda.....	6
2.6	Proposal Due Date.....	6
2.7	Proposal Opening Date.....	7
2.8	Evaluation Criteria and Selection Process.....	7
2.9	Posting of Recommended Selection.....	9
2.10	Proposal Validity Period.....	10
2.11	Disposition of Proposals.....	10
2.12	Economy of Presentation.....	10
2.13	Restricted Discussions/Submissions.....	11
2.14	Verbal Instructions Procedure.....	11
2.15	State Licensing Requirements.....	11
2.16	Parking.....	11
2.17	Definitions.....	12
2.18	Procurement Rules.....	12
2.19	Force Majeure.....	13
2.20	Limitation of Remedies, Indemnification, and Insurance.....	13
2.21	Term of Contract.....	15
2.22	Cancellation/Termination of Contract.....	15
2.23	Assignment and Amendment of Contract.....	16
2.24	Independent Parties.....	16
2.25	Performance Investigations.....	16
2.26	Severability.....	16
2.27	Notices.....	16
2.28	Governing Law and Venue.....	16
2.29	Liaison.....	17
2.30	Subcontracts.....	17
2.31	Employment of UCF Personnel.....	17
2.32	Equal Opportunity Statement.....	17
2.33	Waiver of Rights and Breaches.....	18
2.34	Headings Not Controlling.....	18
2.35	Employee Involvement/Covenant Against Contingent Fees.....	18

**2.0 GENERAL CONDITIONS – continued**

2.36 Site Rules and Regulations..... 19  
2.37 Travel Expenses..... 19  
2.38 Annual Appropriations..... 19  
2.39 Taxes..... 19  
2.40 Contractual Precedence..... 19  
2.41 Use of Contract by Other Government Agencies ..... 20

**3.0 REQUIRED PROPOSAL FORMAT**

3.1 Introduction..... 20  
3.2 Proposal Sections..... 21

APPENDIX I EVALUATION SCORING SHEET..... 28

APPENDIX II CONDITIONS AND REQUIREMENTS..... 29

APPENDIX III CERTIFICATE OF NON-SEGREGATED FAC.. 32

**1.0 INTRODUCTION**

**1.1. Statement of Objective**

The objective of this Request for Proposal (RFP) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide investment consulting services.

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that UCF prefers in this RFP or that UCF determines are in UCF’s best interest.

**1.2. Contract Award**

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all proposals if such action is in UCF’s best interest.
- C. UCF may waive informalities and minor irregularities in proposals received.

- D. UCF reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offeror(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. A written notice of award will be sent to the successful offeror(s).

### **1.3. UCF Environment**

UCF is the sixth largest university in the United States, with approximately 50,000 students enrolled.

UCF currently has approximately \$270 million available for its investment portfolio. Copies of the investment policy and manual are included in the attached materials. A committee comprised of University Board of Trustee members and staff is responsible for the oversight of the portfolio in accordance with sound fiduciary responsibility and best practices.

As indicated in the attached investment policy, the university establishes its investment parameters in accordance with sections 1011.42(5) and 218.415, Florida Statutes, and the UCF Investment Policy Manual.

## **2.0 GENERAL CONDITIONS**

### **2.1. Authorized UCF Representative/Public Notices/UCF Discretion**

Proposer's response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all Proposers. UCF shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

**Ray Puskas**  
**Purchasing Department**

**12479 Research Parkway  
Orlando, FL 32826-3248  
[rpuskas@mail.ucf.edu](mailto:rpuskas@mail.ucf.edu)  
PH: 407-823-2661  
Fax: 407-823-5551**

Advance notice of public meetings regarding this RFP, if UCF determines in its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. UCF reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. UCF also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in UCF's best interest.

## **2.2. Approximate Calendar of Events**

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.

<b>Date/Time</b>	<b>Action</b>
<a href="#">Dec. 12, 2008</a>	Request for Proposal advertised
<a href="#">Dec. 12, 2008</a>	Request for Proposal released
<a href="#">Jan. 9, 2009 @ 5:00 p.m.</a>	Last Day to submit communications and/or inquiries in writing only; preferably by email to <a href="mailto:rpuskas@mail.ucf.edu">rpuskas@mail.ucf.edu</a>
<a href="#">Jan. 19, 2009</a>	Responses to inquiries and Addenda, if any, mailed to Proposers
<a href="#">Feb. 2, 2009 @ 2:00 p.m.</a>	Deadline for Proposal submission at 2:00 p.m. (RFP opening)

## **2.3. Proposer Communications and/or Inquiries**

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by

UCF not later than the date shown in Section 2.2, entitled “Calendar of Events,” for the submittal of written communications and/or inquiries.

The Proposer’s failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer’s acceptance of all of UCF’s conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before the deadline identified in this section and section 2.2 with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to the deadline identified in this section. Failure to agree to the terms and conditions of this RFP and so indicate agreement on Appendix II, Conditions and Requirements Supplemental Proposal Sheet, and return said Appendix with any proposals, shall be grounds for rejection of that proposal. **UCF shall in its sole discretion determine what requested changes to this RFP are acceptable.** UCF shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all known Proposers prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.

B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than January 9, 2009 at 5:00 p.m., as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

#### **2.4. Proposers’ Conference and Site Visit**

Not Applicable

#### **2.5. Written Addenda**

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

#### **2.6. Proposal Due Date**

Proposer’s response to this RFP shall be prepared in accordance with Section 3.0, “Required Proposal Format”. Proposals are due at the time and date specified in Section 2.2, “Calendar of Events” and must be received by UCF’s Authorized Representative in UCF’s Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00 p.m. on February 2, 2009 according to the time clock in UCF’s Purchasing Department. UCF shall not extend or waive this time requirement for



any reason whatsoever. Proposals or amendments to proposals that arrive after 2:00 p.m. on February 2, 2009 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:00 p.m. on February 2, 2009, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than 2:00 p.m. on February 2, 2009

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: PROPOSAL NUMBER 9017RCS, Investment Consulting Services. The proposal must be submitted in one **(1) original and six (6) copies**. One electronic copy should be submitted, preferably in Word. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL."

## **2.7. Proposal Opening Date**

Proposals will be opened in UCF's Purchasing Department on the date and at the time shown in Section 2.2, "Calendar of Events."

## **2.8. Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker, Vice President for Administration and Finance and Chief Financial Officer, with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Discussions with offerors after receipt of a proposal do not constitute a rejection or counteroffer by UCF.
- B. UCF reserves the right to conduct negotiations with the highest ranked offeror(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
  - 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The committee will review all responsive proposals and develop a ranked order of offerors based on the points given each evaluation criteria contained herein;

2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
  3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
  4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
  5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
  6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.
- C. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. The Vice President for Administration and Finance and Chief Financial Officer will appoint the evaluation committee members. Each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

**Table A – Evaluation of Responses**

<b>Criteria</b>	<b>Max Points</b>
1. ORGANIZATION	15
2. CONFLICTS OF INTEREST	15
3. PROCESS	15
4. CASE STUDIES	10
5. FEE PROPOSAL	20

6. REFERENCES	10
7. SAMPLE MATERIALS	5
8. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS ( <b>FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL</b> ) Section 2.0	10
<b>Evaluation of Responses Point Total</b>	<b>100</b>

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to the **Director of Purchasing**, who will forward copies to the Vice President for Administration and Finance and Chief Financial Officer. At the time of such delivery to the **Director of Purchasing**, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by Vice President for Administration and Finance and Chief Financial Officer.

The Vice President for Administration and Finance and Chief Financial Officer shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members' scoring forms. While not bound to them, the Vice President for Administration and Finance and Chief Financial Officer may give deference to the scoring forms. Based on what the Vice President for Administration and Finance and Chief Financial Officer determines is in the best interest of UCF, the Vice President for Administration and Finance and Chief Financial Officer will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP. He also has the option to schedule presentations with the top ranked proposers.

The Vice President for Administration and Finance and Chief Financial Officer may, at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist with his/her review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. UCF reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF, in its sole discretion, determines is in UCF's best interest.

**2.9. Posting of Recommended Selection**

The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with UCF:
  - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

## **2.10. Proposal Validity Period**

Any submitted proposal, shall in its entirety, remain a valid proposal for 90 days after the proposal submission date.

## **2.11. Disposition of Proposals**

All proposals become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. UCF's selection or rejection of a proposal will not affect this exemption.

## **2.12. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material

are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that Proposers follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for oral presentations requested by UCF, if any.

### **2.13. Restricted Discussions/Submissions**

From the date of issuance of the RFP until UCF takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

### **2.14. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this RFP that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than **5:00 p.m.**, on **January 9, 2009**, will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

### **2.15. State Licensing Requirements**

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850) 245-6051; or [www.sunbiz.org](http://www.sunbiz.org).

### **2.16. Parking**

The successful Proposer, if any is selected by UCF, shall ensure that all vehicles parked

on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with UCF's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all UCF parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact UCF's Parking Services Department at (407) 823-5812.

## 2.17. Definitions

**UCF'S Contract Administrator** - The University' designated liaison with the Proposer. In this matter, UCF's Contract Administrator will be **the Director of Purchasing**.

**Proposer** - Anyone who submits a timely proposal in response to this RFP.

**Successful Proposer** - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

**Contract or Agreement** - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor's proposal.

**Contractor** - Vendor to whom contract is awarded.

**Project Manager** - After contract award a liaison from the user department will oversee the contractor's performance and report as needed to the contract administrator. The Project Manager is the Vice President for Administration and Finance and Chief Financial Officer.

## 2.18. Procurement Rules

- A. UCF has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. A deviation is material if, in UCF's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.
- B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of UCF.

- C. **The Proposer must agree to abide by each mandatory condition and requirement included in this RFP. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed upon.**
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for UCF's REJECTION of the proposal.

## **2.19. Force Majeure**

No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's reasonable control, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

## **2.20. Limitation of Remedies, Indemnification, and Insurance**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold UCF and those in privities with UCF, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any

amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

- C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. UCF, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insureds on each of Proposer's policies. **The Proposer shall furnish UCF proof of Proposer's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule.** See also Section 2.30 below entitled "Subcontracts." UCF shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer's subcontractor that obtained the insurance. The Proposer shall always promptly notify UCF of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.30, entitled "Subcontracts."

SCHEDULE:

<u>Policy</u>	<u>Coverage</u>
(a) Worker's Compensation	Statutory
(b) *Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$500,000 each person \$500,000 each occurrence \$1,000,000 aggregate
(2) Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate
(c) Comprehensive Automobile Liability Insurance:	
(1) Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$500,000 each occurrence



(d) Excess Umbrella Liability

- |                                         |                             |
|-----------------------------------------|-----------------------------|
| (1) Combined Single Limit Bodily Injury | \$1,000,000 each occurrence |
| (2) Injury and/or Property Damage       | \$3,000,000 aggregate       |

\*Comprehensive Liability to include but not be limited to:

- (1) Consumption or Use of Products
- (2) Existence of Vehicles, Equipment or Machines on Location
- (3) Contractual Obligations to Customers

D. **WORKER'S COMPENSATION:** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

## 2.21. Term of Contract

The contract resulting from this RFP, if any, will be for a **three (3)** year period beginning approximately **March 1, 2009**, with UCF, and the selected service provider and the University having the option to renew for two additional one (1) year periods pending mutual consent.

## 2.22. Cancellation/Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by UCF for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. UCF also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the

contract at any time by mutually consenting in writing. Either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

**2.23. Assignment and Amendment of Contract**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of UCF. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and UCF with the same degree of formality evidenced in the contract resulting from this RFP.

**2.24. Independent Parties**

Except as expressly provided otherwise in the contract resulting from this RFP, if any, UCF and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venturer with, the other.

**2.25. Performance Investigations**

As part of its evaluation process, UCF may make investigations to determine the ability of the Proposer to perform under this RFP. UCF reserves the right to REJECT any proposal if the Proposer fails to satisfy UCF that it is properly qualified to carry out the obligations under this RFP.

**2.26. Severability**

If any provision of the contract resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

**2.27. Notices**

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this RFP.

**2.28. Governing Law and Venue**

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered

into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

**2.29. Liaison**

UCF's liaison with the successful Proposer, if any, shall be the Vice President for Administration and Finance and Chief Financial Officer.

**2.30. Subcontracts**

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

**2.31. Employment of UCF Personnel**

The Proposer shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

**2.32. Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.

- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX III**.
- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Proposers shall identify their company's government classification at time of proposal submittal. See UCF Form RFP/CS (RFP acknowledgement cover page). Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

### **2.33. Waiver of Rights and Breaches**

No right conferred on UCF by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by UCF's signatory. UCF's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

### **2.34. Headings Not Controlling**

Headings used in any contract resulting from this RFP are for reference purposes only and shall not be considered to be a substantive part of such contract.

### **2.35. Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an

agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, UCF shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

### **2.36. Site Rules and Regulations**

Proposer shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

### **2.37. Travel Expense**

Proposer shall not under this RFP or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Proposer may be authorized to incur travel expenses payable by UCF to the extent and means provided by Sections 287.058(1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

### **2.38. Annual Appropriations**

UCF's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). UCF shall give notice to Proposer of the non-availability of such funds when UCF has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

### **2.39. Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

### **2.40. Contractual Precedence**

The agreement that results from this RFP and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF Request for Proposal ("RFP") including all the University's RFP specifications, and the Payee's RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. University's RFP and RFP specifications;
- B. The Agreement;
- C. Proposer's RFP response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

#### **2.41 Use of Contract by Other Government Agencies**

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### **3.0 REQUIRED PROPOSAL FORMAT**

#### **3.1. Introduction**

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, in UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters that the Proposer wishes UCF to take into consideration in reviewing the proposal. Proposer's response to this RFP must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

### **3.2. Proposal Sections**

#### Section I – Organization

- A) List the name and address of your firm. Provide a description of your firm and describe the overall financial strength of your company and/or parent company. Include the location of your organization's headquarters, depth of professional and support staff, year formed, ownership structure, primary contact person(s) for this relationship, revenues generated from consulting services (including consulting revenues in relation to total revenues), and subsidiary or affiliate relationships.
- B) Provide a brief resume of the individual(s) who will be responsible for, and in direct contact with, the University's Board of Trustees and staff members (i.e., please do not include support personnel, outside consultants, analysts, etc. who will not be in direct contact with the Board and with staff). Information should include, but not be limited to, title, years of experience and a brief description of that experience, years with the firm, degrees and certifications, and office location. Please provide a list of current clients served by this individual.
- C) How many years has your firm provided consulting services?
- D) Is your firm a registered investment advisor under the Investment Advisors Act of 1940? If your firm is registered as a Registered Investment Advisor (RIA), please provide a copy of the most current Form ADV for your firm (Parts I and II). If not, please provide the documentation authorizing you to render services previously described herein.
- E) Does your firm consider itself to be a fiduciary with respect to the services provided? Is this stated in writing within your contract and, if so, how specifically is it stated?
- F) Do you have errors and omissions and/or other insurance coverage for the protection of your clients? If so, please describe (including the limitation on liability). Please attach a copy of the certificate of insurance.
- G) Describe what limitation of liability, if any, your company imposes through its investment advisory contract. Note that a standard of gross negligence will not be accepted.
- H) Please state your assets under advisement as of June 30, 2008.
- I) Please describe any litigation in which your firm was engaged during the last three years.

#### Section II – Conflicts of Interest

- A) Please indicate how your firm maintains its independence from the investment management community (managers, brokers, custodians, etc.). Are there any circumstances specifically related to your investment activities under which your firm, its officers, or employees receive direct or indirect compensation, or anything of value (tangible or intangible; gifts, travel, lodging, entertainment, and/or meals) from investment managers? If so, describe in detail.
- B) Has your firm or any parent or affiliated firm, if any, derived any direct or indirect revenue from the investment managers included in the company's investment manager database? Examples include, but are not limited to, money manager or client conferences; soft dollar arrangements; finder's fees; database fees and/or other services provided for fees. If so, please describe in detail.
- C) Please disclose any potential conflicts of interest, or appearance of conflict, which may arise if your firm is selected to represent UCF's investment portfolio.
- D) Does the firm currently have, or has the firm previously had, professional or personal relations with any member of the UCF Board of Trustees or UCF staff, or with a company owned by or affiliated with any of those individuals, during the past 5 years? If yes, please describe fully those relationships. Please see the following web link for a list of the board members: <http://www.ucf.edu/bot/board.html>.
- E) Does your firm have written Conflict of Interest and/or Code of Ethics policies? Please provide a copy of any policy you have.
- F) Identify all litigation, settlements and investigations initiated or pending against the company (or its employees) during the past five (5) years by entities such as investment clients, regulatory bodies or professional organizations, and/or any other third parties. Each identified instance should include a description of the event, the year the event occurred, the monetary claim, the estimated liability exposure and the outcome / status of such event.

### Section III – Process

- A) Describe the philosophy of your organization. Indicate the attributes of your investment consulting philosophy that distinguish your firm from your competitors.
- B) Describe the company's approach to the improvement of a client's existing investment policy.
- C) Describe your method for developing asset allocation studies. To what extent is it



adapted to client needs? How often does your firm recommend reviewing asset allocation? Rebalancing? Do you recommend modifications to the portfolio structure (asset allocations) to respond to changes in the marketplace?

- D) Describe how the company factors in the characteristics of portfolio income needs in developing asset allocations.
- E) What is your method for gathering information on investment managers? How often is the data updated?
- F) Does your staff visit with money managers, both in-house and on-site? If so, why and how often? If not, why not?
- G) Describe your methodology and sources of data for analyzing and evaluating a potential manager's performance. Discuss the performance benchmarks you use/recommend and how you make comparisons with other managers. How is risk factored into this analysis? Discuss any attribution analysis that is performed.
- H) If the company has an in-house database, how often are database managers reviewed? Under what circumstances are managers added to and deleted from the database? How long has it been maintained?
- I) If the company uses an external database, please describe the database, its management structure, and the review process in place to ensure that the database provides consistent, reliable information.
- J) In what situations would you recommend passive management and why?
- K) Please provide your viewpoints on investing in alternative asset classes (i.e., private equity, high-yield, hedge fund, etc.), suggested allocation, and minimum entry.
- L) How many manager searches has the company completed during the two (2) year period that ended as of June 30, 2008? Please describe, in detail, how they are performed, including a description of the pool of managers from which such searches are conducted.
- M) Can the company provide custom benchmarks, including investment style benchmarks and universe rankings?
- N) What asset classes are tracked in the company's performance measuring system? How many managers are included within each asset category? How many years of performance data are on the system for each asset class?

- O) What factors are considered by the company to be critical in reporting performance?
- P) Does the company have the ability to customize its reports for clients?
- Q) How are the performance benchmarks for the total fund, different asset classes and manager styles chosen and constructed?

Ongoing Quarterly Reviews

- A) What is the single most important question your quarterly reviews will help us to answer?
- B) Please indicate which of the following will be included in the Quarterly Reviews that your company will prepare for us:

Asset Allocation Review	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Performance by Manager	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comparative Performance Analysis by Manager	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Total Portfolio Return for Quarter and Year-to-Date	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Conclusions/Action Steps	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Investment Policy Compliance Review	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Performance Attribution per Manager	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Manager Searches	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Market Commentary	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Are there any other services that you provide that UCF should be aware of?

- C) What is the minimum amount of time a manager should be employed by an institution before reviewing replacement candidates (assuming the manager continues to underperform)?
- D) How are managers monitored for consistency of performance, faithfulness to style, and ability to exceed benchmarks?
- E) How quickly are quarterly reviews provided at the end of each quarter, and will the report be given in person by the consultant?
- F) Give an overview of your firm's approach and criteria for placing a manager on a watch list. Under what conditions would a manager be replaced? How long will it take for your

firm to generate a list of appropriate replacement candidates?

G) Describe, in detail, the process used by your firm in performing a “manager search,” including:

- A description of the size and composition typical of the universes of managers from which your searches are conducted;
- How long a manager search typically takes;
- The cost of such a search, and whether the cost is included in the base engagement fee or would be an additional fee

#### Section IV – Case Studies

*We request your in-depth analysis of the following scenarios. Our expectation is that answers will be concise, understandable to laymen, and will reach a definite conclusion.*

##### Scenario One

The University investment policy and manual are attached. Please provide an analysis of suggested investments for each of the four pools as well as benchmarks for measuring the performance of those investments.

##### Scenario Two

Assume that the University’s Finance Committee has been considering adding alternative investments to its asset allocation but has been unable to reach consensus and conclusion. What approach would you take in leading the committee to an outcome?

In addition to this specific issue, describe in detail your methodology for continuing education of the UCF Board of Trustees, Finance Committee, and UCF staff members involved with investments.

##### Scenario Three

Please describe how you would review the appropriateness of the four investment pools on an annual basis, as well as how you communicate with and educate the Finance Committee.

#### Section V – Fee Proposal

*Please provide a comprehensive quote/bid to provide UCF with a full-service contract, to include, as a minimum, all of the following services specified below (i.e. no a la carte pricing), for approximately \$270 million in assets.*

- Risk Tolerance Assessment

- Portfolio Cash Flow Needs Assessment and Analysis
- Investment Objective Determination and Measurement
- Investment Policy Statement Review and Construction
- Modern Portfolio Theory-Based Asset Allocation
- Initial Manager Selection
- Manager Probation and Replacement Triggers
- Asset Allocation Rebalancing Triggers
- Comparative Performance-Based Ranking
- Comparative Performance Assessment
- Investment Policy Statement Compliance Testing
- Ongoing Manager Searches (with no limitation on the number of searches)
- Trustee Counseling and Training

*Included in this quote/bid is the commitment to meet with the Finance Committee no less than quarterly, make presentations to the full Board on an as-needed basis (the Board meets bimonthly), and to be available to staff as needed (anticipated to be frequently). Please describe any additional services offered in this full-service contract not already described above.*

Fee Quote: \_\_\_\_\_

*Please describe your fee structure(s), including increases in fees as the portfolio grows.*

#### Section VI – References

- A) Provide the total number of investment management clients currently employing your process, including the total assets and the average relationship length per client.
- B) Provide a reference list of at least three current consulting clients. If possible, please identify university and/or nonprofit foundations. *We place emphasis on experience serving young, fast-growing, innovative universities.*
- C) What was the client turnover (gains and losses) of your firm over the last three years?

#### Section VII –Sample Materials

*The following sample materials were requested in Sections I through VI of this RFP:*

- A) If your firm is registered as a Registered Investment Advisor (RIA), please provide a copy of the most current ADV for your firm (Parts I and II). If not, please provide the

documentation authorizing you to render services previously described herein (Section I – Question D).

- B) Please attach a copy of your certificate of insurance for errors and omissions insurance (Section I – Question F).
- C) If your firm has a written Conflict of Interest and/or Code of Ethics policy, please provide a copy (Section II – Question E).
- D) Provide a reference list of at least three current consulting clients (Section VI – Question B).

*Please provide the following additional materials that were not requested in Sections I through VI of this RFP:*

- E) Attach a copy of the company’s proposed advisory contract that applies the specifications detailed in this RFP. Such contract shall incorporate terms and conditions outlined herein, as well as appropriate provisions of Florida law.
- F) Please provide a sample Quarterly Review similar to the Quarterly Review UCF would receive each quarter.
- G) Please provide an invoice sample that would be similar to the invoice UCF would receive each billing period.
- H) Please provide any other items that you believe UCF should take into account during the selection process.

**APPENDIX I  
EVALUATION SCORING SHEET**

**NAME OF PROPOSING COMPANY** \_\_\_\_\_

**INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:**

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Director of Purchasing**.

Evaluation Factors	Max Points	Points Awarded
1. ORGANIZATION		
2. CONFLICTS OF INTEREST		
3. PROCESS		
4. CASE STUDIES		
5. FEE PROPOSAL		
6. REFERENCES		
7. SAMPLE MATERIALS		
8. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS <b>(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)</b> Section 2.0		
Total points:		
Comments, if any:		

**EVALUATOR'S NAME** \_\_\_\_\_

**EVALUATOR'S SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**APPENDIX II  
CONDITIONS AND REQUIREMENTS**

**SUPPLEMENTAL PROPOSAL SHEET**

The below items of this RFP must each be initialed, as YES for "understood and agreed upon" and NO for "not agreed to." **Failure to complete and return this document with your proposal could result in rejection of your proposal. Proposers shall not check items as "understood and agreed upon" for submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to deadline for inquiries. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.**

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18	_____	_____	_____
2.19	_____	_____	_____
2.20	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30	_____	_____	_____
2.31	_____	_____	_____



<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>PROPOSER INITIAL</u></b>
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____

**PROPOSER COMPANY NAME** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

### APPENDIX III

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, 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 directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

**NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.**

**APPENDIX III**  
**CERTIFICATE OF NON-SEGREGATED FACILITIES**  
**SUBPART - CONTRACTOR'S AGREEMENTS**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided

in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:**

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

**PROPOSER COMPANY NAME**\_\_\_\_\_

**AUTHORIZED SIGNATURE**\_\_\_\_\_

**TITLE**\_\_\_\_\_

**DATE**\_\_\_\_\_