

**SUBMIT OFFER TO:
Via Bonfire Web Portal
UNIVERSITY OF CENTRAL FLORIDA**

www.procurement.ucf.edu

<https://ucfprocurement.bonfirehub.com/opportunities/241473>

Your submission must be uploaded, submitted, and finalized prior to the closing time on **July 24, 2026 at 3:00 P.M. ET**. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See **Appendix IV** for submittal instructions.

**University of Central Florida
INVITATION TO NEGOTIATE**

**Contractual Services
Acknowledgement Form**

Page 1 of 40 Pages		OFFERS WILL BE OPENED July 24, 2026 at 3:00 p.m. ET	ITN NO. 2025-15NCSA
		and may not be withdrawn within 120 days after such date and time.	
UNIVERSITY ADVERTISING DATE: June 22, 2026		ITN TITLE: Fixed Income Investment Management Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
SUPPLIER NAME		REASON FOR NO OFFER:	
SUPPLIER MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE		TELEPHONE NUMBER	
		FAX:	
		EMAIL:	
POSTING OF PROPOSAL TABULATIONS			
Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to file a protest in accordance with BOG regulation 18.002 or failure to post the bond or other security in accordance with BOG regulation 18.003 shall constitute a waiver of protest proceedings.			
<p><i>I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer 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 offer and certify that I am authorized to sign this offer for the Supplier and that the Supplier is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the Supplier offers and agrees that if the offer is accepted, the Supplier 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 procurement agency tenders final payment to the Supplier.</i></p>			

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Supplier are to be initialed.

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

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED NAME (TYPED)

TITLE

CONTACT NUMBER

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

(a) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes

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

(c) MISTAKES: Proposers are expected to examine the conditions, scope of work, offer 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 Suppliers must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Suppliers shall submit properly certified original invoices to:

kNEXT
3544 Perseus Loop #160975
Orlando, Florida 32816

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. 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 Section 112.061, Florida Statutes and applicable UCF policies.

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

Interest Penalties: Supplier interest penalty payment requests will be reviewed by the UCF vendor ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The vendor ombudsman can be contacted at (407) 882-1082 or by mail at the address in paragraph 4(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and shall ensure timely processing and submission of the payment request in accordance with University policy.

5. The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2025-15NCSA

FOR

Fixed Income Investment Management Services

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into agreements with qualified and experienced investment management firms to provide high-quality fixed income investment management services for designated University investment portfolios.

Selected firms will provide fixed income investment management services for separately managed mandates within the fixed income portions of UCF Operating Pools II, III, and IV. The selected Investment Managers will manage these assets in accordance with the UCF Investment Policy Manual, the Operating Funds Supplement, the applicable Operating Pool subsection, any manager specific addendum or investment management agreement, applicable Florida Statutes governing public funds, UCF Board of Trustees directives, and UCF's established risk, liquidity, and return objectives. UCF may allocate fixed income assets among selected managers at its discretion based on performance, risk characteristics, portfolio needs, and the University's overall investment strategy.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated in Appendix I) must always be performed by the Respondent.

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <https://procurement.ucf.edu>. The Contract will also incorporate any clarifications and, if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, the Respondent's offer being found to be non-responsive, incomplete, or irregular in any way, or when the Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose offer may be deemed in the best interest of the University.
- 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 Respondent specifies otherwise in the offer.
- 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. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 UCF Environment

The University of Central Florida (UCF) is one of the largest universities in the United States,

with more than 70,000 students enrolled as of Fall 2025, including 60,085 undergraduate students, 10,120 graduate students, and 471 medical students. Founded in 1963 to provide talent for Central Florida and the growing U.S. Space program, UCF has been making an impact on the state, the nation – and outer space – ever since. With 13 colleges, including a fully accredited College of Medicine, UCF offers more than 240 degree programs across a wide range of disciplines. The University operates multiple campuses, including the main campus in east Orlando, the Downtown Orlando campus, the Rosen College of Hospitality Management campus, the Academic Health Sciences Campus in Lake Nona, and 11 UCF Connect centers located throughout Central Florida. UCF's fully online programs include online bachelor's degrees, master's degrees, doctoral programs, graduate certificates, and professional certificates. UCF is an academic partnership and research leader in numerous fields, including optics and lasers, modeling and simulation, engineering and computer science, business administration, education, hospitality management, healthcare, and digital media and game design. The University is classified as an R1: Doctoral University with very high research activity, and in FY2025 UCF researchers received approximately \$237.4 million in funded research. UCF programs consistently receive national and international recognition. The Florida Interactive Entertainment Academy (FIEA) has been ranked among the top graduate game design programs in the world, and the Rosen College of Hospitality Management is widely recognized as one of the top hospitality programs globally. Washington Monthly recognized UCF as one of the nation's top public universities in its 2025 rankings, placing UCF No. 15 among public institutions and No. 36 among all national universities.

As of March 2026, UCF has approximately \$284 million available for its fixed income investment portfolio. UCF's fixed income investment portfolio is structured, in accordance with the UCF Board of Trustees' direction, as a working capital (i.e. operational) pool of funds. The investment policy manual and governing regulations can be downloaded [here](#). 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 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.

The overall portfolio is working capital (operating funds) based and is not intended to be a long-term institutional fund. It is segregated into four separate pools. Pool 1 and Pool 2 are to be conservatively invested in investment vehicles focused on capital preservation. Pools 3 and 4 allow for investments in corporate debt and equity securities. The portfolio was specifically designed to provide diversification while meeting the state of Florida's instructions that capital preservation should be the highest priority. The pools are delineated in the investment policy manual available [here](#), and the relevant fixed income strategies are denoted below.

This solicitation applies exclusively to the fixed income portions of Operating Pools II, III, and IV. It does not include Operating Pool I, equity management, alternative assets, or any other non fixed income mandate.

As of December 2025, the fixed income portions of the pools of funds are delineated as follows:

1. Pool 2 \$63 million (0–1 year maturity)
2. Pool 3 \$154 million (1–5 year maturity)
3. Pool 4 \$67 million (1–10 year maturity)

Currently, there are two separate account managers that manage funds across the pools, but

this number could change in the future.

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Respondent's response to this ITN and any communications and/or inquiries by the Respondent during this ITN process shall 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 in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Nellie Nido
Procurement Services Department
3544 Perseus Loop #160975
Orlando, FL 32816-0975
Phone: (407) 823-5346
Email: nellie.nido@ucf.edu

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted on the UCF Procurement Services website. Additionally, any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation at which a Supplier makes an oral presentation or at which a Supplier answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is non-responsive to the ITN or is incomplete or irregular in any way, or that a responsive offer 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 may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
June 22, 2026	Invitation To Negotiate advertised
July 6, 2026	Last day to submit communications and/or inquiries in writing only by 5:00 p.m.; preferably by email to nellie.nido@ucf.edu
July 10, 2026	Responses to inquiries and Addenda
July 24, 2026	Deadline for Offer submission at 3:00 p.m. (ITN opening)

2.3 Respondent Communications and/or Inquiries

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to

determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Respondent. The Respondent also is to 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 ITN 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. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion, to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked Respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent may be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated in Appendix I, will always stay as they are, and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **July 6, 2026 at 5:00 p.m. Eastern Time** as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to or any responses received from any other department, person, agent, or representative of the University will not be considered valid or binding.

2.4 Respondent Conference and Site Visit

Not Applicable

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer Due/Proposal Opening Date

Proposals will be received and opened on **July 24, 2026 at 3:00 p.m.** via UCF's EUNA (Bonfire) Web Portal. For additional information, please refer to Appendix IV – EUNA (Bonfire) Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the University. Any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with Suppliers after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the University. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:
 1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluators or other boards (if any);
 6. Select the proposer(s) whose offer(s) are the best value to the University;
 7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The

negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the University.

- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Criteria	Max Points
Completed Appendix III Checklist Submitted	Pass/Fail
Minimum Qualifications and Requirement Documentation	Pass/Fail
1. Personnel and Firm Qualifications	18
2. Compliance and Regulatory Disclosures (incl. ADV, SOC 1 Type II, litigation, insurance)	10
3. Investment Process (philosophy, portfolio construction, approach to management of risk, performance)	27
4. Relationship Management (reporting cadence, portal, client service model)	15
5. Fee Proposal (clarity, competitiveness, transparency of total cost)	15
6. References (quality & relevance)	10
7. Sample Materials (quality & alignment with Sections II–IV)	5
8. Conformance to ITN's Mandatory and Preferred Conditions and Requirements – Failure to conform to the ITN's mandatory conditions and requirements may result in rejection of the Proposal.	Pass/Fail
Evaluation of Responses Point Total	100

Each evaluator must independently score each offer in UCF's EUNA (Bonfire) Web Portal in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via EUNA (Bonfire). The assigned **Procurement Services Professional identified in Section 2.1** will forward a summary to the **Decision Maker** or his/her designee. At the time of such delivery to the **Procurement Services Professional**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and evaluators' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the Respondent(s) whose offer(s) may be beneficial to the University, or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

D. **Decision Maker** shall obtain approval from the University Board of Trustees to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
1. A written notice of intent to protest within seventy-two (72) hours 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 timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal;

10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check, or money order made payable to UCF.

2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

Any submitted offer shall in its entirety remain a valid offer for 120 days after the offer submission date.

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers 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 offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential," "proprietary," or "trade secret" will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential," "proprietary," or "trade secret" by a Supplier does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting University business, irrespective of any designation by the Supplier of those same records as "confidential," "proprietary," or "trade secret." The ultimate determination of whether a Supplier's claim of "confidential," "proprietary," or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of an offer will not affect this provision.

2.12 Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colorful displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, evaluators or representatives of UCF except as expressly requested by UCF in writing.

Violation of this restriction may result in REJECTION of the Respondent's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent 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 ITN 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 Respondent that are signed and received on a timely basis, i.e., not later than 5:00 p.m. on July 6, 2026, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, the Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation. The Respondent is to provide proof of such to UCF as a condition of award of a contract. If the Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

2.16 Parking

The Respondent/Supplier(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Supplier. The Respondent's/Supplier's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent/Supplier or Respondent's/Supplier's employees. For additional parking information or information regarding parking fees/rates, contact the UCF Parking Services Department at (407) 823-5812 or online at <https://parking.ucf.edu>.

2.17 Definitions

Addendum – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or – The word “and” shall also mean “or,” and the word “or” shall also mean “and” whenever the contents or purpose so require.

Contract/Agreement – The formal bilateral agreement signed by a representative of the University and the Supplier which incorporates the requirements and conditions listed in this ITN and the Supplier's offer.

Invitation to Negotiate – A written solicitation for goods or services where factors other than price are to be considered in the award determination. These factors may include such items as

professional experience, project plan, design features of the product(s) offered, etc. An ITN is used when the specifications cannot be identified; the end result is explained, but we want qualified companies to offer their solutions for consideration.

May, Should – Indicates something that is not mandatory, but permissible, recommended, or desirable.

Minor Irregularities – Irregularities that have no adverse effect on UCF's interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words "must," "shall," or "will" are equivalent and indicate mandatory requirements or conditions.

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 Bert Francis, Interim VP for Administration and Finance, CFO.

Proposal – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Purchase Order/Contract – The Purchase Order (PO) or other form or format provided to the awarded Respondent(s) that UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (PCard), or any other means authorized by Procurement Services and that incorporates the requirements and conditions listed in the ITN.

Renewal – Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the University.

Respondent/Proposer/Vendor/Supplier/Contractor – Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response – The entirety of the Respondent's submitted proposal response to the ITN, including any and all supplemental information submitted.

Responsible Respondent – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sole Point of Contact – The Procurement Services representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Proposer/Supplier/Contractor – The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Proposer" and "Supplier"). If a Respondent is a manufacturer, its certified dealers and resellers

may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract, and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

UCF or University – University of Central Florida

UCF’s Contract Administrator – The University’s designated liaison with the Respondent. In this matter, UCF’s Contract Administrator will be Bert Francis, Interim VP for Administration and Finance, CFO.

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words “shall,” “must,” or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN 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 an offer but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed in Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

2.19 Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent 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 UCF’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fires, earthquakes, acts of God, or default of common carriers. In the event of such default, delay or failure to perform due to causes beyond UCF’s or the Respondent’s reasonable control, any date or times by which UCF or the Respondent 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 or the Respondent.

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 offer by the Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- 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 ITN 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.
- C. The Respondent(s)/Supplier(s)/Proposer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Respondent(s)/Supplier(s)/Proposer(s), its employees, its agents or of others under the Respondent's/Supplier's/Proposer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, the Respondent/Supplier/Proposer also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates evidencing the existence thereof or binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.

1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide at least thirty (30) days' advance notice to the University in the event of cancellation.

2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contract (i.e. deliveries, transport of employees, etc.), Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide at least thirty (30) days' advance notice to the University in the event of cancellation.
3. **Workers' Compensation:** Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide at least thirty (30) days' advance notice to the University in the event of cancellation.
4. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu
5. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on September 1, 2026, and shall end on August 31, 2031. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

2.22 Cancellation/Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Contractor. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately 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. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g., date of email sent, date stamp on letter mailed.

2.23 Assignment and Amendment of Contract

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

2.24 Independent Parties

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

2.25 Performance Investigations

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

2.26 Records

The Respondent/Supplier/Proposer/Contractor agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Contractor.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Supplier/Proposer/Contractor to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Respondent/Supplier/Proposer/Contractor in conjunction with a resultant contract.

2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365

Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that the Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

2.29 Severability

If any provision of the contract resulting from this ITN, if any, 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.

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), 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 ITN.

2.31 Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder 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 Respondent hereby agree that this ITN 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.

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be Bert Francis, Interim VP for Administration and Finance, CFO.

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s) which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. The Respondent 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 Respondent.

2.34 Employment of UCF Personnel

The Respondent 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 ITN 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.

2.35 Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interest in dealing with entities of the State of Florida. Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of a contract resulting from this ITN.

2.36 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. The Respondent commits to the following:

- A. The University and Contractor must comply with all applicable provisions of: (i) the Vietnam Era Veterans' Readjustment Act of 1974, (ii) the Rehabilitation Act of 1973, and (iii) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- D. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). The Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 Waiver of Rights and Breaches

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN or to exercise any right or remedy consequent to a breach thereof shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but every term of such a contract shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 Headings Not Controlling

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

2.39 Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent 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 ITN or goods or services thereunder. Violation of this section by the Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency

has been employed, engaged or retained to solicit or secure any contract resulting from this ITN 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 Respondent'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 Respondent for the purpose of securing business for the Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to the Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN 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.

2.40 Employment of Aliens

The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 Site Rules and Regulations

The Respondent 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.

2.42 Travel Expenses

The Respondent shall not under this ITN 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, the Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.43 Annual Appropriations

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.44 Taxes

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

2.45 Contractual Precedence

The contract that results from this ITN, if any, 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's Invitation to Negotiate ("ITN") including all the University's ITN specifications and the

Contractor's ITN response. In the event of any conflict or inconsistency between the aforementioned documents, the order of precedence is:

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

2.46 Use of Contract by Other Governmental Agencies

At the option of the Supplier/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 Supplier/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 goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 Public Entity Crimes

A person or affiliate who has been placed on Florida's Convicted Vendor List following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

2.48 Work for Hire

Any work specifically created for the University under a contract resulting from this ITN by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any

persons whose names, voices or likenesses are incorporated or used in the Materials.

The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's contracts or representations and warranties herein.

2.49 Export Control

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract that are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Contractor and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed in Appendix I of this document and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as non-responsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer, and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.51 Revised Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, if any, are unknown.

2.52 Family Educational Rights and Privacy Act

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA") and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or functions that are the subject of this agreement.

2.53 Smoke-Free Policy

The University prohibits smoking on all University owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

2.54 UCF Policies

To the extent applicable, Supplier shall comply with UCF policies (<http://policies.ucf.edu>).

2.55 Contact with Minor Children

To the extent that the Supplier qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to Supplier's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

2.56 Reporting of Child Abuse

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

2.57 Secure Handling of UCF Data

The University requires Suppliers and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Supplier. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Supplier. Additional agreements may be required depending on the data involved. Visit <http://www.infosec.ucf.edu/vrm> for additional information.

2.58 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

2.59 E-Verify

To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.

3.0 REQUIRED OFFER FORMAT

3.1 Introduction

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

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If the Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. The Respondent's response to this ITN must be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

Respondents shall submit a completed and signed Appendix III – Required Attachments and Sample Materials Checklist with their proposal. Failure to submit the completed checklist may result in the proposal being determined non-responsive at the University's sole discretion.

3.2 Minimum Qualifications and Required Documentation

Proposers must meet the following minimum qualifications. Failure to provide the requested documentation may result in disqualification. Proposals that fail to meet all minimum threshold requirements shall be deemed non-responsive and will not be evaluated.

A. Relevant Experience

Proposer must have a minimum of fifteen (15) years of experience providing the services described in this solicitation.

Proposers shall provide:

- A corporate overview including the firm's history and year established
- Description of experience demonstrating at least fifteen (15) years of continuous service in the proposed area
- Résumés or biographies of key personnel assigned to the engagement
- A representative client list demonstrating relevant experience
- A minimum of three (3) client references, including contact name, title, organization, and contact information

B. SEC Registration

Proposer must be registered with the U.S. Securities and Exchange Commission (SEC), as applicable.

Proposers shall provide:

- Evidence of current SEC registration, including Form ADV Part 1 and/or Part 2
- SEC Investment Adviser Public Disclosure (IAPD) record or active registration confirmation
- CRD or IARD number for verification purposes

C. Investment Management Capacity

Proposer must have a minimum of five hundred million dollars (\$500,000,000) in assets under management (AUM) within each applicable composite for each pool for which the Proposer seeks consideration (0–1 year, 1–5 year, and 1–10 year).

Proposers shall provide:

- A summary of total firm assets under management
- Composite performance reports for each applicable pool
- GIPS-compliant performance reports, if available
- Independent verification of AUM (e.g., auditor verification or third-party confirmation)
- A description of the methodology used to construct and define composites

D. Regulatory Standing and Disclosures

The Proposer must disclose any pending or current SEC, FINRA, state regulatory, or other governmental investigation, inquiry, examination matter, enforcement proceeding, or material regulatory finding involving the firm, its affiliates, or key personnel proposed for the UCF account.

Proposers shall provide:

- A written disclosure describing the nature and current status of each applicable matter and its potential effect, if any, on the Proposer's ability to perform the required services.
- Disclosure of any past or pending regulatory or disciplinary actions.
- The most recent Form ADV Part 2A, including all applicable disciplinary history disclosures.

UCF reserves the right to determine whether any disclosed matter affects the Proposer's qualifications, responsibility, or eligibility for award.

E. Experience with Public Higher Education Institutions

Proposer must demonstrate prior experience providing similar services to public higher education institutions (e.g., state universities or colleges).

Proposers shall provide:

- A list of current and former public higher education clients
- Descriptions of comparable engagements, including scope, duration, and services provided
- At least three (3) references from public higher education institutions
- Case studies or summaries demonstrating relevant experience and outcomes

F. Audit Report (SOC 1)

Proposer must be able to provide, upon request and on an annual basis, a current System and Organization Controls (SOC) 1 Type II report.

Proposers shall provide:

- The most recent SOC 1 Type II report issued by an independent auditor (preferred)
- A bridge letter covering the period between the report date and the current date, if applicable
- Any management response or remediation plans associated with findings noted in the report

3.3 Respondent/Offer Submittal Sections

Proposers must provide historical composite performance for each applicable strategy, including benchmark comparisons and a description of the methodology used. GIPS-compliant performance is preferred. If performance is not GIPS-compliant, the Proposer must disclose the methodology used.

The Respondent should organize its offer into the following major sections. Where information was provided in Section 3.2, there is no need to duplicate the information; the Respondent may refer to the information provided in Section 3.2 and supplement it as needed.

Section I – Organization

A) Company Information

The proposer shall:

- Provide an overview and history of the company, and experience in providing investment management services similar in scope to those requested in Section 1.1 of this ITN.
- State the total number of years of experience providing investment management services.
- Describe the company's organization, including ownership, headquarters location, number of offices, number of investment-related staff, and related organizations. Provide the chain of ownership through the ultimate parent corporation and all subsidiaries. State whether any ownership changes have occurred within the past five

(5) years.

- Provide a list of nonprofit clients, with emphasis on public state colleges and universities. State the percentage of the firm's clients that are higher-education institutions, the percentage of firm assets under management attributable to higher-education clients, and the aggregate value of higher-education assets under management.
- Describe the company's key strengths, competitive advantages, and any known disadvantages relative to the scope of services.
- Provide an investment performance record for the past five (5) completed calendar years, showing annual and compound time-weighted returns for each proposed strategy, both gross and net of fees. If possible, differentiate between income and appreciation. Identify the appropriate benchmark for each strategy and provide the benchmark's performance for the same five-year period. Include a brief description of the investment objectives for each strategy and the record for accounts or composites that reflect management of a portfolio of UCF's size and purpose.
- Provide a statement regarding the firm's financial stability, including whether the company and parent company, if applicable, were profitable in each of the past three (3) completed fiscal years. The University reserves the right to request audited financial statements, annual reports, or other financial information from finalists, shortlisted respondents, or tentative awardees as part of due diligence prior to contract award.
- Summarize the company's cybersecurity controls and information-security program (e.g., access controls, data protection, vendor risk management) and provide a high-level overview of business continuity and disaster recovery plans.
- Provide a list of client accounts lost through early termination or non-renewal during the past five (5) years. For each, include client organization name, contact name and phone number, length of service, and reason for loss.

B) Key Personnel and Staffing

The proposer shall:

- Describe the management team that would be assigned to the UCF account and how the team would function, as well as the relationship point person for the University. Provide the total number of team members and brief background profiles for each individual, including detailed resumes and years of investment-management experience.
- Identify the specific skills and capabilities of staff assigned to the account. Indicate whether subcontractors or sub-consultants will be used, and for which services.
- Disclose whether any employee or principal has been fined, disciplined, or suspended by the SEC, FINRA, or any other regulatory agency, and provide an explanation and current status.

Section II – Compliance and Regulatory Disclosures

The proposer shall:

- A) Disclose any professional or personal relationships the firm currently has or has had within the past five (5) years with any member of the UCF Board of Trustees or UCF staff, or with any company owned by or affiliated with those individuals. If such relationships exist, describe them fully. A list of trustees is available at <https://bot.ucf.edu/trustees/>.
- B) Describe policies in place to identify, manage and disclose conflicts of interest and maintain overall compliance with policies. If the firm has a written conflict of interest policy, please submit it as an attachment to your submission.
- C) Provide a statement affirming the company's adherence to applicable regulatory requirements and relevant internal compliance policies.
- D) Submit the most recent annual SOC 1 Type II report covering the services detailed in Section 1.1.

- E) Provide the firm's most recent Form ADV, including Parts 1, 2A (Firm Brochure), and 2B (Brochure Supplement), as filed with the SEC.
- F) Describe insurance coverage maintained by the company for loss due to employee malfeasance or fraud.
- G) Discuss any past or present litigation, arbitration, enforcement actions, or other regulatory matters involving the company or any principal. Identify the jurisdiction, issue, date initiated, and current status or resolution.
- H) Provide a signed certification that the firm is not debarred, suspended, proposed for debarment, or otherwise prohibited from doing business with any federal agency or State of Florida agency.
- I) State whether the firm has experienced any material compliance violations within the past ten (10) years and provide details and remediation steps.

Section III – Investment Process

The proposer shall:

- A) Describe the firm's overall investment philosophy and provide model portfolios for different investor profiles relevant to nonprofit institutions. Provide the characteristics or holdings of a representative portfolio managed under the proposed strategy and explain how the portfolio reflects the firm's philosophy and portfolio-construction process.
- B) Explain the firm's investment decision-making process, including any quantitative frameworks, matrices, or economic models used in buy/sell decisions.
- C) Describe the firm's process for monitoring client accounts relative to client goals, objectives, and the investment policy. Explain how risk is measured and controlled and how performance is measured and verified.
- D) Identify the benchmarks used to evaluate performance. Explain how benchmarks are chosen or constructed. Indicate whether the firm develops custom or style-specific benchmarks when appropriate.
- E) Describe the firm's approach to risk management and how risk levels are communicated in regular reporting and meetings.

Section IV – Relationship Management

The proposer shall:

- A) Describe the reports to be provided to UCF, including frequency, format, and contents such as market value, performance versus benchmark, attribution analysis, holdings summary, transactions, asset allocation, and for fixed income, duration and credit exposure. Include commentary on market conditions and other relevant metrics.
- B) State the frequency of portfolio statements.
- C) Describe the frequency of portfolio reviews, compliance testing against the investment policy, and delivery of risk metrics and analytics.
- D) Explain how reporting is customized for institutional clients.
- E) Provide confirmation of the firm's Global Investment Performance Standards (GIPS) compliance and whether the firm claims compliance at the firm level or composite level.
- F) Describe the company's online portal, reporting capabilities, data security, and access controls.
- G) Describe your firm's process for presenting investment results to governing boards or investment committees.
- H) Describe the expected frequency and methods of communication between the relationship manager and UCF staff.
- I) Explain how the firm manages institutional relationships and its client service philosophy.
- J) Describe procedures for resolving client service issues and the escalation process.
- K) Describe how the firm communicates operational issues.

- L) Describe how UCF will be notified of key personnel changes, ownership changes, or investment-strategy changes.
- M) Describe how UCF will be notified of any regulatory investigations, litigation, or material compliance issues.

Section V – Fee Proposal

Respondents shall submit a comprehensive fee proposal for fixed-income investment-management services for the designated University investment portfolio. The proposal shall include all costs associated with providing services as described in this ITN.

For proposal purposes, assume a maximum of \$475 million in assets under management. Clearly describe the fee structure and methodology for calculating fees, including any tiered or asset-based pricing schedules.

UCF expects proposals to reflect a bundled investment-management service arrangement, rather than pricing individual services separately.

A) Fee Structure

Respondents shall provide a proposed fee schedule based on assets under management (AUM) including:

- Annual investment-management fee expressed in basis points (bps) or as a percentage of AUM.
- Any tiered fee schedule based on asset levels
- Any minimum annual fee.
- Billing frequency and methodology (for example, quarterly in advance or in arrears).

If the fee schedule differs by asset class or investment strategy, Respondents should clearly identify the applicable fee rates.

B) Services Included in the Investment-Management Fee

At a minimum, the fee shall include:

- Development and implementation of portfolio investment strategy consistent with the UCF Investment Policy Manual.
- Portfolio construction and asset allocation management.
- Selection, purchase, and sale of securities or investment vehicles.
- Ongoing monitoring and management of portfolio holdings.
- Rebalancing of portfolio allocations as appropriate.
- Risk monitoring and portfolio risk management.
- Performance measurement and benchmarking against appropriate indices.
- Preparation of quarterly and annual investment performance reports.
- Participation in meetings with UCF Budget and Finance Committee.
- Presentation of portfolio performance and investment outlook to the Board of Trustees or designated committee, upon request.
- Compliance monitoring with UCF Investment Policy Manual.

C) Meeting and Reporting Requirements

Include in the proposed fee:

- Attendance at UCF Budget and Finance Committee meetings.
- Presentation of investment performance and strategy updates.
- Availability to UCF staff for consultation as needed.
- Participation in additional meetings or calls upon UCF request.

State whether travel expenses are included in the management fee or billed separately. If travel expenses are not included in the management fee, then travel expenses must comply with UCF's travel policy and be limited to the amounts permitted under Section 112.061, Florida Statutes.

D) Additional Costs and Fee Transparency

Disclose all fees and expenses associated with the proposed services, including but not limited to:

- Any platform fees or other manager related administrative fees.
- Underlying fund management fees (if applicable).
- Transaction costs.
- Brokerage commissions.
- Performance-based fees (if applicable).
- Any revenue-sharing, referral fees, or other compensation received from third-party Investment Managers or products.

Provide details sufficient for UCF to determine the total cost of services. State any anticipated fee changes within the next twenty-four (24) months.

UCF will separately engage its own third party custodian. Respondents should not include custodial services or custodial fees in their proposed pricing.

Section VI – References Proposal

A) Provide a minimum of three (3) and a maximum of five (5) references. References should represent current or recent clients for whom the Respondent provides investment management services involving management of investment assets. For each reference, provide:

- Client organization name.
- Type of organization (for example, public university, university foundation, nonprofit endowment, pension plan, governmental entity).
- Approximate size of the portfolio managed.
- Asset classes or strategies managed.
- Length of the relationship.
- Description of the services provided, including scope of responsibilities.
- Client contact name, title, telephone number, and email address.

B) Provide the firm's client turnover (gains and losses) for the past three (3) years and discuss the primary reasons for changes.

Section VII – Sample Materials

Respondents shall submit the sample materials and required attachments listed in Appendix III – Required Attachments and Sample Materials Checklist. These materials will be evaluated for quality, completeness, and alignment with the requirements in Sections II through IV of this ITN.

4.0 OTHER REQUIREMENTS

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.procurement.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period cited in Section 2.2.

**APPENDIX I
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

The sections set forth below are to each be initialed as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any negotiable term or condition of this ITN are to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN may be automatically rejected. Failure of the University and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer, and the University shall have the right, at its sole discretion, to award the contract to the next favorable Respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used			
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13 **Non-negotiable**	_____	_____	_____
2.14 **Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28 **Non-negotiable**	_____	_____	_____
2.29	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39 **Non-negotiable**	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42 **Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
2.54 **Non-negotiable**	_____	_____	_____
2.55	_____	_____	_____
2.56	_____	_____	_____
2.57 **Non-negotiable**	_____	_____	_____
2.58 **Non-negotiable**	_____	_____	_____
2.59 **Non-negotiable**	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV	_____	_____	_____

Company: _____ Authorized Representative's Name: _____

Authorized Representative's Signature: _____ Date: _____

APPENDIX II

COMPLIANCE AND CERTIFICATION OF GOOD STANDING

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Suppliers shall certify below that they are in good standing to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing, upon request of UCF.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation is in compliance with all applicable laws to conduct business in the State of Florida, is in good standing and will provide a certificate of good standing from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX III

REQUIRED ATTACHMENTS AND SAMPLE MATERIALS CHECKLIST

Respondents shall complete and submit this checklist as part of their proposal submission. Respondents shall also submit the applicable attachments and representative sample materials listed below. Materials should be recent, anonymized where appropriate, and directly relevant to the services requested in this ITN. If an item is not applicable or unavailable, the Respondent shall state "Not Applicable" and provide a brief explanation:

A. Compliance and Regulatory Documents

- Most recent Form ADV, Parts 1, 2A, and 2B.
- Most recent SOC 1 Type II report, executive summary, or bridge letter, if applicable.
- Conflict-of-interest policy and compliance policy summary.
- Insurance certificate or coverage summary, including professional liability/errors and omissions, employee malfeasance/fraud, and other applicable coverage.
- Disclosure of any material litigation, arbitration, regulatory matter, enforcement action, or compliance violation during the past ten (10) years, including remediation steps, if applicable.
- Certification that the firm is not debarred, suspended, proposed for debarment, or otherwise prohibited from doing business with any federal agency or State of Florida agency.

B. Investment Process and Performance Materials

- Representative portfolio, holdings report, or model portfolio for each proposed strategy.
- Historical composite performance for each applicable strategy, including benchmark comparisons and performance methodology.
- Sample performance, risk, and compliance monitoring report showing how the firm evaluates the portfolio against objectives, benchmarks, risk parameters, and investment policy requirements.
- Benchmark methodology summary.
- Written confirmation of GIPS compliance, including verification letter if available. If GIPS is not used, disclose the performance methodology used.

C. Reporting and Relationship Management Materials

- Sample quarterly investment report or institutional reporting package, including performance, holdings, transactions, market value, asset allocation, fixed income characteristics, and market commentary.
- Sample portfolio statement.
- Sample board, trustee, or investment committee presentation.
- Description or screenshots of online portal capabilities, reporting tools, data security, and access controls, if available.
- Sample notices or templates for key personnel changes, ownership changes, investment strategy changes, regulatory investigations, litigation, operational incidents, or material compliance issues.

D. Additional Due Diligence

UCF reserves the right to request additional documentation from finalists, shortlisted Respondents, or tentative awardees as part of due diligence prior to contract award.

APPENDIX IV

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/241473>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **July 24, 2026 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

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