



**Colorado
State
University**

Request for Proposals #B900649

Investment Advisor/Consultant

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SECTION I

BACKGROUND, OVERVIEW AND GOALS

A. BACKGROUND:

The Board of Governors of the Colorado State University System (CSU System), is soliciting proposals from qualified firms through a formal Request for Proposal (RFP) process to purchase investment advisor/consultant services for the Colorado State University System. The Investment Advisory Committee of the Board of Governors of the Colorado State University System will be charged with review of the proposals and selecting a winning offeror(s).

B. OVERVIEW:

Historically, and statutorily, the operating portfolio of the CSU System and its constituent campuses has been invested by and through the Colorado State Treasurer's Office. In June, 2008, House Bill 08-1002 authorized the CSU System to establish its own "Treasury," withdraw funds from the State Treasurer's pooled portfolio and begin investing its operating portfolio internally. Guidelines and requirements for this functionality are found in C.R.S. 23-30-106 and C.R.S. 23-30-121 through 123, which are included as Attachment D.

The portfolio is still presently being invested by the State Treasurer's Office in various short-term bond pooled portfolios. The Board of Governors and the CSU System Office are now interested in fully initiating this project and are issuing this RFP to select an Investment Advisor/Consultant to assist in the development and implementation of this new functionality to invest in a wider range of asset classes.

The total operating portfolio balance as of June 30, 2017 was slightly in excess of \$584 million. Approximately \$100 million of this total is attributable to bond proceeds, which will possibly be excluded from the available operating portfolio balance.

The CSU Foundation and the CSU-Pueblo Foundation invest their endowment portfolios separately and independently from the campus' operating portfolio. **Services requested in this RFP will apply only to the campus operating portfolio and not the endowment portfolios.**

C. GOALS FOR THIS PROJECT:

The primary role of the Investment Advisor/Consultant is to provide objective, third party advice and counsel to the CSU System Treasurer that will enable the Treasurer and the Investment Advisory Committee to make well informed and well educated recommendations regarding the investment of the CSU System's operating portfolio. The Investment Consultant must be a registered investment advisor under the Investment Advisors Act of 1940 and must acknowledge its responsibilities as a fiduciary under the Public Act of 1965. **It is anticipated that the contract resulting from this RFP will be a two year contract with up to three additional one year renewable terms at the sole discretion of the CSU System.**

SECTION II

ADMINISTRATIVE INFORMATION

- A. **ISSUING OFFICE:** This Request for Proposals (RFP) is issued for the State of Colorado, Board of Governors of the Colorado State University System, by the Colorado State University Procurement Office on behalf of the Colorado State University System Office (CSUS). This RFP is governed by the Colorado State University System Office Procurement Procedures in effect at the time of its issuance. The CSUS Procurement Procedures, which can be viewed at; <http://www.csusystem.edu/about/fiscal-rules>. This RFP is not governed by or subject to the State of Colorado Procurement Code or Rules.
- B. **PURPOSE:** This Request for Proposal provides prospective Offerors with sufficient information to enable them to prepare and submit proposals.

1. **Definitions:**

In the following Request for Proposal (RFP) the term “System” shall be understood to mean “The Board of Governors of the Colorado State University System.”

The term “Offeror,” as used herein, shall be understood to mean the individual, company, corporation, or firm formally submitting a response to this RFP, and may also be referred to as the “Offeror”, “Vendor”, or “Contractor”.

The term “Response”, as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instructions, and specifications stated herein with exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

- C. **SCOPE:** This Request for Proposal contains the instructions governing the proposals to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration, and other requirements to be met by each proposal.
- D. **SCHEDULE OF ACTIVITIES:**

SCHEDULE OF ACTIVITIES:	TIMELINE (All times are MT)
RFP Published	October 18, 2017
Written Inquiry Deadline	October 30, 2017 at 3:00pm
Responses to Written Inquiries Published	November 13 , 2017
Proposal Submission Deadline	November 20, 2017
Distribute Proposals to Committee	November 22, 2017
Committee Meeting to ID invitees	November 28, 2017
Presentations/Site Visits (if needed)	December 14, 2017
Best and Final Offers (BAFOs) (if needed)	As soon as possible after presentations

- E. INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF OFFERORS: All interested individuals/firms are invited to submit a proposal in accordance with the policies, procedures, and dates as set forth herein.
- F. INQUIRIES: Prospective Offerors may make **written** inquiries by e-mail concerning this Request for Proposal to obtain clarification of requirements. Answers to any inquiries will be emailed to offerors as a modification to the Request for Proposal as soon as possible after Monday, October 30, 2017. No inquiries will be accepted after 3:00 P.M. on Monday, October 30, 2017. Inquiries must be directed to the following using the e-mail address:

Farrah Bustamante, CPPB
Procurement Services
6010 Campus Delivery
Fort Collins, CO 80523-6010
Email: Farrah.Bustamante@colostate.edu
Fax: 970-491-1992

Physical Address (for hand deliveries only--NOT to be used for US Mail or overnight delivery services, e.g., UPS, FedEx, etc.):
555 S. Howes St., 1st Floor N., Suite 108, Fort Collins, CO 80523-6010.

The Procurement Official listed herein is to be the **SOLE point of contact** concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

- G. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be emailed to offerors. Offerors shall not rely on any other interpretations, changes, or corrections.
- H. PROPOSAL SUBMISSION: One (1) paper **ORIGINAL** (marked **ORIGINAL**) of your written Proposal and two (2) USB's, each with your complete written Proposal, must be submitted to the CSU Procurement Office, sealed in a package with "RFP #B900649, Investment Advisor/Consultant." in the lower right hand corner. Each copy of the proposal shall include the Offeror's complete response, including pricing and discounts.

The proposal package must be received on or before 3:00 P.M. on Monday, November 20, 2017. It is the responsibility of the Offeror to ensure that the proposal package arrives in the Procurement Office prior to Bid Opening Time.

If by mail, the proposal package plus the required two (2) USB copies must be delivered or sent by mail to:

Colorado State University
Procurement Services
6010 Campus Delivery
Fort Collins, CO 80523-6010

Mark outside of package “RFP B900649, Investment Advisor/Consultant.”

If in person or by courier deliver proposals to:

Colorado State University
Procurement Services
555 S. Howes, Suite 108
Fort Collins, CO 80523

Mark outside of package “RFP B900649, Investment Advisor/Consultant.”

UNDER NO CIRCUMSTANCES WILL A TELEPHONE OR FAX BID BE ACCEPTED. FAILURE OF THE POSTAL SERVICE OR A COURIER, OVERNIGHT EXPRESS OR SIMILAR SERVICE TO DELIVER THE BID PACKAGE ON TIME SHALL NOT BE GROUNDS TO CONSIDER A LATE BID.

The System reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the System to do so.

The Colorado State University System Procurement Procedures require that contracts be awarded to responsible bidders only. Bidder responsibility is a determination made in the sole discretion of CSUS. The System reserves the right to make this determination at any time in this RFP process, and may not make a responsibility determination for every Offeror.

Factors to be considered in determining whether the standard of responsibility has been met include whether an Offeror has:

- (a) availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, as necessary to indicate the capability to meet all contractual requirements;
- (b) a satisfactory record of past performance with CSU and/or other institutions, agencies and similar customers;
- (c) a satisfactory record of integrity;
- (d) the legal authority to contract with the System; and
- (e) supplied all necessary information in connection with the inquiry concerning responsibility.

The Offeror shall supply information requested in Section V concerning the Offeror’s responsibility. The System reserves the right to request further information as it deems necessary to determine the Offeror’s responsibility. If the Offeror fails to supply the requested information, the System shall base the determination of responsibility upon any available information or may find the Offeror non-responsible if such failure is unreasonable. An Offeror determined by the Purchasing Agent to be non-responsible shall be eliminated from the solicitation and its response will not be evaluated by the Evaluation Committee.

CONFIDENTIALITY: Any restrictions on the disclosure or use of Confidential Information contained within a bid or proposal must be clearly stated in the bid or proposal itself. The Colorado Open Records Act, C.R.S. sec 24-702-201 et seq., applies to all documents submitted in response to this solicitation. The Open Records Act specifically

states that the following are considered confidential: "Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data." The Bidder or Offeror must designate documents as Confidential Information that fall into these categories by clearly and conspicuously marking the documents. Confidential Information shall not include any subsequent contractual terms or pricing that result from the Bidder or Offeror's submission.

If Confidential Information is submitted, it must be placed in a separate, clearly marked envelope with the sealed bid package, with the Proposal Number and the following information clearly and conspicuously marked: **"Confidential Information RFP B900649, Investment Advisor/Consultant."** For the electronic submission, place confidential information in a separate file, clearly marked: **"Confidential Information RFP B900649, Investment Advisor/Consultant."** **Failure to comply with this requirement shall render all materials received from Offeror as non-confidential after the award.**

- I. NEWS RELEASES: News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of Colorado State University Procurement.
- J. RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the System and will only be returned to the Offeror at the System's option.
- K. INCURRING COSTS: Notwithstanding any other statement, representation, or information acquired by an Offeror the System shall not be liable for any cost incurred by Offerors prior to issuance of an agreement, contract, or purchase order for such cost.
- L. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract, purchase order, or other commitment voucher may result in cancellation of the award. Under these conditions, the System reserves the right to enter into negotiations with the next ranking Offeror on the same terms and conditions as set forth in the Request for Proposal or make such other disposition or award as the System deems most advantageous.
- M. ACCEPTANCE TIME: The System intends to make a bid selection for contract negotiation within the period indicated in the Schedule of Activities, subject to amendment.
- N. ADDITIONAL DATA: The Offeror should submit any additional information or data not requested in this RFP which the Offeror believes should be considered in the evaluation of a response.
- O. EVALUATION AND AWARD: All proposals submitted in response to this RFP will be evaluated by a committee of CSU personnel. Contracts/Purchase Order(s) will be awarded to the Bidder whose proposal, conforming to this RFP, will be the most advantageous to the System, price and other factors considered. Due to the evaluation procedure for the Request For Proposal, lowest dollar price MAY or MAY NOT indicate the successful awardee. Price constitutes only one of several evaluation criteria. The Colorado State University System

Procurement Procedures govern this procurement in effect at the time of its issuance, <http://www.csusystem.edu/about/fiscal-rules>.

The Evaluation Committee will judge the merit of proposals received in accordance with the criteria described below (in no particular order):

- Ability to develop well thought out portfolio structuring alternatives
- Relevant investment consulting experience of the firm and the individual consultants proposed
- Research and support network
- Resources of the firm
- Performance Evaluation
- Financial Considerations (Fees)

The Respondent selected for an award will be the Respondent whose proposal is the most advantageous to the System. The System is not bound to accept the lowest priced proposal if that proposal is not in the best interests of the System as determined by the System in its sole discretion.

Failure of the Offeror to provide in his/her proposal any information requested in the RFP may result in disqualification of his/her proposal and shall be the responsibility of the bidding individual or firm.

- P. **STANDARD CONTRACT PROVISIONS REQUIRED BY LAW:** The successful Offeror will enter into a contract with the System. The System's Required Contract Provisions – General Terms and Conditions are attached for reference as Appendix B. Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in a separate document, entitled "Exceptions to the RFP Terms and Conditions," included with the Offeror's Proposal, Section IV.M. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award. **NOTE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS RFP OR OTHER CONTRACT DOCUMENT ARISING FROM THIS RFP, THE SYSTEM IS SIGNIFICALLY LIMITED IN ITS ABILITY TO "INDEMNIFY," "DEFEND," OR "HOLD THE CONTRACTOR HARMLESS" WITH RESPECT TO THIRD-PARTY CLAIMS THAT MAY BE BROUGHT AGAINST THE CONTRACTOR.** The System is a governmental entity within the scope of the Colorado Governmental Immunity Act, CRS secs. 24-10-101, et seq., as now and hereafter amended, and nothing in this RFP or any contract arising from this RFP shall be applied or construed as a waiver of governmental immunities.

- Q. EXCEPTIONS: Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in a separate document, entitled “Exceptions to the RFP Terms and Conditions,” Section IV.M, included with the Offeror’s Proposal. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award.
- R. F.O.B. POINT: All prices bid shall be F.O.B. Colorado State University System, freight included, and shall include performance to the satisfaction of the specifications listed in this RFP and to the satisfaction of the Evaluation Committee.
- S. SPECIFICATION REQUIREMENT: All proposals must meet or exceed the specifications provided herein. Evaluation of the extent to which proposals meet specifications will be performed SOLELY and determined SOLELY by the evaluation committee in concurrence with the Colorado State University Procurement Office.
- May:
Indicates something that is not mandatory but permissible/desirable.
 - Shall, Must, Will:
Indicates mandatory requirement. Failure to meet these mandatory requirements will result in disqualification of your proposal as non-responsive.
 - Should:
If the proposer fails to provide recommended information, the University may at its sole option, ask the proposer to provide information or evaluate the proposal without the information.
- T. PAYMENT TERMS: Complete payment by the System will be made ONLY after acceptance by performance (all specifications met and services accepted by the Department as satisfactory in all requirements). Alternate payment proposals will be reviewed and evaluated by the interested department and the Procurement Office.
- U. BID OPENING: Due to the complexity of this Request for Proposals, information provided at the Proposal Opening shall be restricted to the **NAME AND NUMBER OF RESPONDERS**. Inspection of the Offerors’ proposals will not be allowed until after the award notification letters are mailed.
- V. TERM: A five (5) year term is anticipated for services under this RFP, with an option for renewal for an additional five (5) one-year terms (or such period of time as the University and the successful Offeror may agree) is anticipated for purchases under this RFP, provided the vendor delivers in writing to the University updated pricing information, and the University commits in writing to the updated pricing. In other words, to renew the arrangement, both parties must mutually agree in writing to renew this agreement.
- W. RESIDENT OFFERORS: Any Offeror who wishes to be considered a “resident Offeror” for the purposes of the tie bid procedure provided in C.R.S., Sections 8-18-101 shall include

with their bid proof that he/she meets the definition of Resident Bidder, in absence of which, any preference will be waived.

- X. SITE VISITS AND ORAL PRESENTATIONS: Offerors may be selected to attend a proposal presentation to the evaluation committee. Presentation times will be randomly assigned to Offerors that are in the competitive range. Presentations are scheduled for the week of December 14, 2017.
- Y. SELECTION OF PROPOSAL: The System reserves the right to hold discussions with Offerors who have been found to be in the competitive range, and such discussions may result in the System conducting Best and Final Offers.

A presentation and/or demonstration may be requested by the competitive range vendors prior to award. If the System requests presentations by the competitive range Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

The System, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the purchasing agent shall submit to the vendors most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The Purchasing Agent shall coordinate the Offerors' responses for review by the evaluation committee. **The Procurement Official shall be the SOLE point of contact throughout the process for all Offerors.** If the System requests Best and Final Offers by competitive range Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, the System reserves the right to evaluate BAFOs by use of a narrative.

Upon review and approval of the evaluation committee's recommendation for award, the CFO of the System and/or Director of Procurement will approve the recommendation and an Award letter will be issued to the successful Offeror.

- Z. AWARD OF CONTRACT: The award will be made to the responsible Offeror who's Proposal, conforming to the RFP, will be the most advantageous to the System, after consideration and evaluation of the criteria presented in this RFP. Procurement Services, after review and approval of the evaluation committee's written recommendation, will notify all Offerors via email of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent awardee/contractor, pending execution of a contract. A contract must be completed and signed by all parties concerned with reasonable promptness after the award. In the event the parties are unable to enter into a contract within a reasonable time, as determined by the System, the System may elect to cancel the Award and may make an award to the next highest ranking Offeror, cancel the solicitation, or make such other disposition or award as the System deems most advantageous.
- AA. RFP CANCELLATION: The Colorado State University System reserves the right to cancel this Request for Proposal at any time prior to award, without penalty.

BB. INSURANCE: The Contractor shall obtain, and maintain at all times during the performance of any contract or purchase order, insurance as specified in the Request for Proposal. If insurance requirements are not specified in the RFP, the Contractor represents that at the time of acceptance of any contract or purchase order, the Contractor maintains comprehensive general liability insurance in an amount not less than \$1,000,000, combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Contractor in the performance of the specified work. Upon request, Contractor shall provide proof of such coverages. Self-insurance programs do not meet the state's or the System's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

SECTION III

SCOPE OF WORK

Contractual services for investment consulting will include, but not be limited to, the following:

1. Development of Investment Policy, Objectives and Guidelines

Assist in the development and periodic review of a policy statement that properly reflects the CSU System Board's tolerance for risk and that best helps the Treasury meet its rate-of-return expectations, funded status and administrative expense objectives.

2. Liquidity Study

Assist with a liquidity study of the total operating portfolio to recommend an appropriate investment allocation mix among overnight, short term, long term, etc., pools for the new investment program. Colorado State University System is currently developing a \$50 million self-liquidity commercial paper program.

3. Asset Allocation Studies

Conduct an asset allocation study to recommend an appropriate asset allocation within the CSU System Treasury's investment objectives and guidelines and in accordance with C.R.S. 23-30-106 and C.R.S. 23-30-121 through 123.

4. Development of Investment Manager Performance Standards/Guidelines

Assist in the development and review of performance benchmarks and guidelines according to C.R.S. 23-20-121 and 23-30-122, with which the CSU System Treasurer may report to the Board and can measure each investment manager's progress and performance. Attend meetings as requested by the CSU System Treasurer.

5. Selection of Investment Managers

Assist the CSU System Treasurer and Investment Advisory Committee in the selection of investment managers. Ensure a structure that provides adequate diversification with respect to the number and types of investment managers retained by the Board.

6. General Consulting Services

Provide investment related consulting services as requested by the CSU System Treasurer. These might include custodial search and selection, research and specialized studies or analysis of specific investment matters, among other services.

7. Performance Measuring, Monitoring and Reporting

Monitoring the performance of the investment managers and developing a report for the use of the Investment Advisory Committee, the CSU System Treasurer, the Board and the Executive and Legislative branches of government to determine, in general, the progress toward the investment objectives and to specifically determine "the extent to which the investment activities of the Board have achieved or failed to achieve the performance benchmarks established" as required by the statute. Performance must be evaluated on both a gross and net of fee basis.

8. Monitor Compliance with C.R.S. 23-30-106 and C.R.S. 23-30-121 through 123.

Monitor and report to the CSU System Treasurer and the Investment Advisory Committee, on the investment program's compliance with the guidelines and requirements in the state statutes.

SECTION IV

INFORMATION REQUIRED FROM RESPONDENTS

In order for your firm's proposal to be considered responsive and not disqualified from evaluation it must include the following information: **Please respond to the items listed below in the order in which they are presented and number your responses to correspond with the items numbered 1 through 55.**

A. History

1. Name of your firm, address, telephone number and fax number. Include the name and email address of your proposed primary consultant and the location from which the consulting work will be done.
2. Provide a brief history, since inception, of your firm and your parent firm, if any. In addition, provide the number of years your firm has been providing investment consulting services to public clients.
3. Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your organization?

B. Ownership

4. Describe the ownership structure of your organization with specific detail regarding the percentage owned by current active employees, retired employees, parent company, affiliates or other entities. Please provide the names of individuals possessing ownership, including their title or position within the firm.

C. Organization

5. Include an organizational chart. Show and describe, if any, the distinct lines of business of your firm which are in addition to your investment consulting line of business. To the extent that these additional line of business are also investment related, describe how you protect against conflicts of interest.
6. What is the number of full time employees of your firm? How many employees are involved in each line of business?
7. Is your firm, its parent, or affiliate a registered investment advisor with the SEC under the Investment Advisors Act of 1940? If not, what is your fiduciary classification?
8. Are there any circumstances specifically related to your investment consulting activities under which your firm, its officers or employees receive direct or indirect compensation from investment managers or other investment-related firms? If so, describe in detail.
9. Does your firm, its parent, or affiliate sell information or any other services to investment managers or other investment related firms? If so, describe in detail.
10. If your firm, its parent or affiliate is a broker/dealer, do you trade for client accounts through this broker /dealer? Can you assure the Board that your firm's brokerage affiliate, if any, will not execute trades for the CSU System? Please explain how.
11. Within the last five years, has your organization or an officer or principal been involved in any business litigation or other legal proceedings relating to your consulting activities? If so, provide an explanation and indicate the current status or disposition.

D. Employees

12. Provide an organizational chart, specific to the investment consulting group which would be handling the CSU System account, including all individuals, functions, positions and titles.
13. Provide biographies of the key individuals within each functional area.
14. Please list the firm's current clients and engagements by asset size, type of client (e.g. public fund, corporate fund, endowment) and type of engagement (e.g. general investment consulting services, project-based service).
15. How many client relationships will our primary investment consultant have other than the CSU System?
16. Explain how the assigned consultant(s) would function, including the lead person, back-up, quality control procedures and support services.
17. List senior staff hires and departures over the last three years. For departures indicate the reason for termination.
18. Does your firm have a written code of conduct or ethics? How is it monitored and enforced? How many CFA's or CFA candidates do you have on staff?
19. Describe your firm's compensation arrangement for professional staff. How does this arrangement encourage the retention of key individuals?
20. Describe your firm's policy on changing staff assigned to a project. The eventual contract will specify that the replacement of staff on our account will require pre-approval by the CSU System.

E. Asset Allocation and Investment Policy Analysis

21. Outline your approach to the development of an investment policy. Provide a sample of your response. Describe how you articulate the fiduciaries' risk tolerance in the policy document.
22. Describe your general approach to controlling risk, e.g. do you favor the use of asset weight limits or risk limits or a combination?
23. Describe your firm's involvement in preparing guidelines for investment managers. Provide samples of investment guidelines you have developed.
24. Discuss the theory and methodology of the asset allocation process you employ. How does your firm develop asset class assumptions? Provide a sample asset allocation report in the appendix of your response.
25. Detail your process for recommending an overall portfolio structure. Give particular attention to its relationship with the investment policy and asset allocation.
26. Outline your process for maintaining and providing a continuous review of the investment policy, asset allocation and portfolio structure.
27. Provide your perspective on alternative investments such as private equity, venture capital, and hedge funds.

F. Performance Evaluation

28. Describe how benchmarks are chosen or developed and how performance is compared to similar portfolios. Can your firm provide custom/style benchmarks and universes?
29. Can investment performance evaluation reports be customized for clients? Is there flexibility in producing non-calendar period results?
30. How often are performance reports produced and delivered? Include a sample performance evaluation report in the appendix of your response. Please comment on how long it takes to produce these reports.
31. Discuss the portfolio analytics your firm is capable of providing. How can they be used in evaluation manager performance?
32. Discuss your capabilities to evaluate, measure, and report on risk.
33. Give an overview of your firm's approach and criteria for recommending a manager be placed on probation, removed from probation or replaced.
34. Do your reports provide an executive summary section which makes specific recommendations and calls to the client's attention any issues which need to be investigated or discussed? Do your performance reports monitor investment manager compliance with the investment policy? Explain.
35. Is your firm GIPS compliant? If not, explain your reporting process.

G. Investment Manager and Custodian/Trustee Search

36. Does your firm maintain an in-house database of investment managers? If not, what vendors do you purchase the database from? How many managers are contained in the database? What asset classes are covered? Are non-U.S. managers (i.e. managers located outside the U.S.) included?
37. Describe how your firm gathers, verifies, updates and maintains the data collected on managers for the database.
38. Do you have individuals dedicated to manager research within your firm? If so, how many and where are they located? Describe their role in the manager search process.
39. How many manager searches have you completed within the past 12 months? Describe in detail your firm's process for evaluation and selection of investment managers. Give a list of criteria you use to screen your database. Detail some key issues you would examine in the process. Include an example of a manager search report in your response.
40. Discuss your custodian/trustee search capabilities and procedures. How many of these searches have you done in the past three years?
41. Describe your firm's involvement in preparing guidelines for investment managers. Will you work with CSU System staff in the negotiation of such guidelines? Describe your firm's capability in monitoring manager compliance with guidelines and style consistency.
42. Describe your firm's ability to customize, on your client's behalf, a request for proposal for the evaluation and selection of public market managers or do you prefer to issue your standard proposal?

H. Research

43. Describe the internal structure and organization of your research department. If no separate department exists, describe how this function is performed.
44. Describe the manner in which external resources and sources of information are used in the research process. How does your firm integrate internal and external research? Outline your process for monitoring and reporting on market trends.
45. Please describe in detail the type and frequency of research that would be provided to the CSU System. Through what media would it be provided? Please provide a sample of such research reports.
46. Describe the educational alternatives provided to your client's trustees and staff.
47. Do you provide any customized computer-based analytical tools to your clients?

I. Clients

48. Please provide contact information for three (3) current, government clients to be used as references. The references should be similar in size to the CSU System's portfolio (i.e., managing an operating portfolio of at least \$100M). The System would prefer higher education references.
49. Please provide the names of all clients who have terminated your firm's services in the past three years. In each case detail the reason for the termination.
50. Please provide the names of all new clients gained in the last three years.

J. Summary Statement

51. Why is your firm uniquely qualified to service the CSU System account?

K. FINANCIAL PROPOSAL:

52. Financial Proposal will be based on the following:

Fees and expenses.

Please provide the cost, including expenses, to provide all the services listed in Section III, Statement of Work for the first year of the contract. Or, as an alternative, provide the cost to provide all the services listed in Section III, Statement of Work, plus expenses with a guaranteed, "not to exceed" amount. Please be as detailed as possible in providing a breakdown of your financial proposal to the CSU System.

Should the CSU System require special project work that is agreed to by the CSU System to be in addition to the Scope of Work listed in Section II, the CSU System will negotiate a mutually acceptable amount for that work with the awarded firm.

Estimated proposal prices are not acceptable.

L. Additional Information.

53. Provide any additional information that they believe to be relevant to the RFP and their capability to provide the services requested.

M. Exceptions to the RFP Terms and Conditions.

54. Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in this section. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award.

N. Signature Page.

55. The attached signature page, listed as Appendix A, must be filled out and attached to the proposal.

APPENDIX A

SIGNATURE PAGE

NOTE: THIS PAGE MUST BE FILLED OUT AND BE INCLUDED WITH THE RESPONDENTS PROPOSAL

(COMPANY NAME)

(COMPANY STREET ADDRESS)

(COMPANY CITY, STATE AND ZIP CODE)

(COMPANY PHONE NUMBER)

(COMPANY FAX NUMBER)

(TYPED NAME AND TITLE OF AUTHORIZED AGENT)

(SIGNATURE OF AUTHORIZED AGENT)

(EMAIL ADDRESS OF AUTHORIZED AGENT)

(DATE)

(COMPANY'S FEDERAL EMPLOYEE IDENTIFICATION NUMBER)

APPENDIX B

REQUIRED CONTRACT PROVISIONS – GENERAL TERMS AND CONDITIONS

Independent Contractor: Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Statement of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

(2) Inspection/Monitoring: The University reserves the right to inspect Contractor's performance at all reasonable times and places during the term of this Contract, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor's sole expense. If Contractor's performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.

(3) Late Payments/Interest: The University shall pay each invoice within 30 days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within 45 days after due date shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one (1.0%) percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid, and the interest rate.

(4) Fund Availability: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University's performance hereunder is contingent upon the continuing availability of such funds and **Exhibit C** attached hereto is incorporated herein by this reference. If such funds are not appropriated, or

otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for the its performance prior to termination. If the amount due cannot readily be determined from the Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.

(5) Contractor Records: Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three years until the last to occur of: **(i)** the date this Contract expires or is sooner terminated, **(ii)** final payment is made hereunder, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the “Record Retention Period”). Contractor shall permit the University (and, if federal funds are used in the payment of this Contract, the federal government), and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

(6) Confidential Information: Confidential Information (or “CI”) as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS Sec.24-72-101, et seq. (“CORA”). The Parties shall keep all CI secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI shall be immediately forwarded to the Disclosing Party’s designated representative. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action, but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

(7) Licenses, Permits and Other Authorizations: Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

(8) Insurance:

A. The Contractor shall obtain, and maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection A, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

5) (only if checked) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.

B. The Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the Contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

D. The Contractor will require all insurance policies in any way related to the Contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the University.

F. The Contractor shall provide certificates showing insurance coverage required by this Contract to the University upon execution of this Contract. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the University may request in writing, and the Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G. Self-insurance programs do not meet the State's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

(9) Default: The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within 30 days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within 30 days, or if cure has not begun within 30 days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may exercise any of the remedies set forth below. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.

(10) Remedies for Default - Termination: The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University's property. The University shall remunerate Contractor only for accepted performance up to the date of termination.

Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University's damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.

(11) Remedies for Default – Not Involving Termination: The University, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

A) Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the University without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the University's directive and the University shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

B) Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

C) Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the University; provided, that any denial of payment shall be reasonably related to the value to the University of the obligations not performed.

D) Notwithstanding any other provision herein, the University may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the University deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the University's best interest.

(12) Intellectual Property Infringement: If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University's option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.

(13) Termination for Convenience: The University is entering into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Courts and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State, the University may terminate this Contract in whole or in part upon not less than 30 days written notice. Exercise by the University of this right shall not constitute a breach of the University's obligations hereunder.

(14) Work Product/Rights in Data, Documents and Computer Software: Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract ("Work Product") shall be the exclusive property of the University and all Work Product shall be delivered to the University by Contractor upon completion or termination hereof. The University's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the University.

(15) University Liability/Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the CGIA, as now and hereafter amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised of the possibility thereof. As an institution of the State of Colorado, the University is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.

(16) Contractor Indemnification: Contractor shall indemnify, save, and hold harmless the State of Colorado, the University, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS Sec.24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

(17) Assignment and Subcontracts: Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

(18) Complete Agreement: This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(19) Amendments: Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules. This Contract is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

(20) Severability/Waiver: Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(21) Choice of Law, Venue and Jurisdiction: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

(22) Third Party Beneficiaries: Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

(23) Software Piracy Prohibition (Governor's Executive Order D 002 00): University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(24) Employee Financial Interest (CRS 24-18-201; 24-50-507): The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

(25) Vendor Offset (CRS. 24-30-201(1); 24-30-202.4: (Not applicable to intergovernmental agreements.) Subject to CRS Sec.24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS Sec.39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(26) Public Contracts for Services (CRS 8-17.5-101): *(Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.)* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS Sec.8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS Sec.8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS Sec.8-17.5-101 et seq., the University may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

(27) Work outside Colorado or United States (CRS 24-102-206): If Contractor anticipates that services under this Contract or any subcontract hereunder shall be performed outside the State of Colorado or outside of the United States, the Contract must complete the Contractor Disclosure Statement, **Exhibit D** attached hereto.

(28) Public Contracts with Natural Persons (CRS 24-76.5-101): Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS Sec.24-76.5-101 et seq., and (c) has produced one form of identification required by CRS Sec.24-76.5-103 prior to the effective date of this Contract.

(29) Signing Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

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