

<p align="center">SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu</p>		<p align="center">University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p>	
Page 1 of 55 Pages	OFFERS WILL BE OPENED on April 30, 2015 @ 2:00 p.m. EST and may not be withdrawn within 120 days after such date and time.		ITN NO: 1419NCSA
UNIVERSITY MAILING DATE: March 30, 2015		ITN TITLE: Trademark Licensing Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE	TELEPHONE NO.	<p align="center">POSTING OF PROPOSAL TABULATIONS</p> Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page 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 as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings.	
	TOLL FREE NO.		
	FAX NO.		

Government Classifications

Check all applicable

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

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 vendor and that the vendor 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 vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. 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 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 vendor 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 explain 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, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

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

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

(b) MISTAKES: Offerers 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 offerer's risk.

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

Vendors shall submit properly certified original invoices to:

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

Invoices for payment shall be submitted in sufficient detail for a proper 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. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

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

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

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

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

ITN IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, a label has been provided to properly identify your submittal. Place completed submittal in a sealed envelope, type or print company name and address on the label and affix the label to the front of the envelope or mailing package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR ITN REPLY ENVELOPE.

DO NOT OPEN - SEALED SUBMITTAL - DO NOT OPEN

From: _____

Address: _____

ITN#1419NCSA ITN TITLE: TRADEMARK LICENSING SERVICES

TO BE OPENED ON: April 30, 2015 AT 2:00 PM EST

DELIVER TO:

**UNIVERSITY OF CENTRAL FLORIDA
PURCHASING DEPARTMENT
Nellie Nido
12479 RESEARCH PARKWAY, STE 600
ORLANDO, FL 32826**



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) 1418NCSA

FOR

Trademark Licensing Services

Commencement date: July 1, 2015

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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 an agreement with a licensing company to provide trademark licensing services to the University.

In order to assist the University in accomplishing its goals under this project, as listed below, a qualified licensing company is being sought via this ITN document to provide the necessary support to serve the University's trademark and licensing needs.

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

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 value 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 <http://www.purchasing.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, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when 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 highest ranked offerer(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the 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, founded in 1963, is the second-largest university in the nation. With its main campus located in East Orlando, Florida, UCF and its 12 colleges provide opportunities to 60,810 students, employs over 11,000 faculty and staff, and houses 6,900 students on a campus totaling 1,415 acres. Additionally, UCF has 10 regional locations and a medical school that generate campus community and visitor traffic to its various locations.

Generally, the busiest times of the year are during the Fall Semester running from early August through early December and the Spring Semester running from early January through early May. The Summer Semester runs from Mid-May through early August when fewer students are enrolled compared to the Fall and Spring Semesters.

The campus breaks for students occur between semesters. Typically, the breaks are two weeks in length except for the Winter Break (December), which lasts four weeks. These times represent the fewest number of students, staff, and faculty and should be considered slow business periods and be planned for accordingly by the Successful Proposers. The following is the university academic calendar for reference <http://calendar.ucf.edu/2015/spring>.

2014 Enrollment

Number of enrolled students at UCF as of Fall 2014.

Total 60,810

Undergraduate	52,532
Freshman	6,513
Transfer	7,476
Graduate	7,858
Medical Professional	420

UCF is committed to competing at the highest level of athletic competition. UCF Athletics is in its second year in the American Athletic Conference. The Knights have had unprecedented success in their new conference in less than two full years. UCF has won seven conference championships in the last 16 months. The Knights' football program finished No. 10 in the final 2013 AP rankings and has won back-to-back conference titles. UCF's women's soccer program has also won back-to-back championships in The American. UCF's baseball and softball programs are currently ranked in the Top 20.

The Knights are just as successful off the field. UCF student-athletes have averaged a 3.0 grade-point average or better for 14 straight semesters. UCF's Graduation Success Rate (GSR) ranks best among all NCAA Division I public institutions. UCF student-athletes, administrators and coaches also volunteer thousands of hours per year to local, regional, national and international community service projects.

Additional information available at http://www.ucf.edu/about_ucf

The University's current Royalty Rate is 10%. The licensing royalties for the past five years were as follows:

2013-2014	\$512,160.39
2012-2013	\$486,268.46
2011-2012	\$489,512.67
2010-2011	\$377,834.45
2009-2010	\$293,380.56

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing 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
University of Central Florida
12479 Research Parkway
Orlando, FL 32826
Office: 407-823-2661
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 in UCF's Purchasing Department, 12479 Research Parkway and the Purchasing Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor 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 nonresponsive 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 will issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
March 30, 2015	Invitation To Negotiate advertised and released
April 10, 2015	Last Day to submit communications and/or inquiries in writing only; preferably by email to the individual listed in section 2.1.
April 15, 2015	Responses to inquiries and Addenda, if any, mailed to Respondents
April 30, 2015	Deadline for Offer submission at 2:00 p.m. (ITN opening)
July 1, 2015	Contract Commencement

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 II. 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 terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all **PRIOR TO** the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be

automatically rejected.

- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. “Calendar of Events,” 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 shall 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 on Appendix II will always stay as they are and any requested changes to such clauses shall 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 must be submitted in writing to the individual identified in Section 2.1 not later than **April 10, 2015 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’s Conference and Site Visit

A site visit and/or pre-proposal conference is not required.

2.5 Written Addendum

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Purchasing 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 Purchasing Website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 4.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, **no later than 2:00 p.m. EST on April 30, 2015** according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 p.m. EST on April 30, 2015 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At **2:00 p.m. EST on April 30, 2015**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers. Purchasing will not extend the proposal opening to accommodate vendors that did not discover the ITN early enough to submit a proposal.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department **no later than 2:00 p.m. EST on April 30, 2015**.

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: **ITN #1419NCSA Trademark Licensing Services**. The ITN must be submitted in **one (1) hard copy and six (6) electronic versions (either on a thumb drive or CD)**. The one hard copy needs to contain original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)" and all other areas where initials or signatures are required.

2.7 Payment Terms

A. All recurring payments (i.e. Royalty, Commission, License Revenue, etc.) due to the University resulting from this Agreement shall be paid quarterly, within thirty (30) days following the end of each of the University's fiscal quarters. In example, for the fiscal quarter ending September 30, the payment due date is October 30. Payments shall be accompanied by a detailed report outlining activities resulting in the payment total.

B. Payments shall be submitted to the UCF Business Services Department at:

**UCF Business Services
PO Box 160055
Orlando, FL 32816**

- C. A payment due to the University is considered late if not received at the UCF Business Services Department by the close of business on the fifth (5th) business day after the payment's due date. Late payments shall bear interest from the fifth (5th) day after the payment's due date and continue until paid at the lesser of (i) twelve (12%) percent per annum or (ii) the maximum interest rate per annum allowed by law. Terms other than those indicated above will be subject to University approval.

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor 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 vendors 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 highest ranked offerer(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to respondents, 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 evaluation committee in determining which offerer(s) to enter into negotiations; and
 6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those offerer(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 members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the 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 evaluation committee members. Committee members, 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. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member 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 Criteria

Evaluation Criteria	Max Points
1.Experience and Qualifications	15
2.Personnel and Staff	20
3.Resources, Services and Programs	15
4.Local and National Marketing Capabilities	20
5.Financial Proposal and Incentives	30
Evaluation of Responses: Point Total	100

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member is to enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Purchasing Person identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Purchasing Person**, the evaluation committee members 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 committee members' 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 highest ranked respondent(s) or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more

UCF staff member(s) to assist the **Decision Maker's** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this 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.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time when the Purchasing Department receives the decision maker's notice of 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 in the Purchasing Department and the Purchasing Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- 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 (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to 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.
- C. 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.
- D. 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 vendor does not ensure that such materials will be exempt from disclosure. 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 vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’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, colored 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, Evaluation Committee members 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 in writing and delivered on a timely basis, i.e., 2:00 p.m. EST on April 30, 2015, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, 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; Respondent is to provide proof of such to UCF as a condition of award of a contract. If 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 shall contact the Florida Secretary of State's Office.

2.16 Parking

Respondent/Vendor(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/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://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.

Business Services – The University department/entity that is responsible for the daily oversight the contract, including the receipt and tracking of payments, and the monitoring of contract performance and compliance.

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

Contract Year – Refers to the time frame starting from date the Agreement/Contract commences (the “Commencement date”) and ends 365 days (or 366 days in a Leap Year) later.

Days – In computing any period of time established under this Agreement, except where otherwise specified herein, when referring to a period of time that is 10 (ten) days or less shall mean business days, and when referring to a period of time that is more than 10 (ten) days means calendar days. The day of the event from which the designated period of time begins shall not be included. A “Business Day” is any day other than Saturday, Sunday, or a Federal or State of Florida holiday.

Indicia – Means the names, designs, trademarks, service marks, logos, mascots, symbols and other indicia owned by the University and set forth in Appendix V.

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 vendor experience, project plan, design features of the product(s) offered, etc. 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.

Effective date – Refers to the date the contract/agreement is signed by both parties.

Fiscal Year and Fiscal Quarter – Refers to the University of Central Florida’s fiscal year which starts on July 1st and ends on June 30th. Unless specified otherwise, all references to a “recurring” time period or recurring event (such as “Quarterly Reports” or an “Annual Review”), shall be calculated based on the University’s “Fiscal Year”.

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 ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

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

Net Sales – are the aggregate gross price, including royalty amount, charged to customers for the licensed products, less sales tax, returns and discounts.

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 Suheiley Gonzalez.

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), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any

other means authorized by Purchasing and which 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/Offerer/Vendor/Contractor – Anyone who submits a timely offer in response to this ITN.

Response – The entirety of the Respondent’s submitted bid 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.

Royalty Rate – The percentage of licensee’s Net Sales paid as compensation for use of the University’s Indicia

Sole Point of Contact - The Purchasing 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/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, and “Vendor”). 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’S Contract Administrator - The University’ designated liaison with the Respondent. In this matter UCF’s Contract Administrator will be **Nellie Nido**.

University and UCF refer to the University of Central Florida.

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 shall not 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 II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II 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, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's 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 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. Respondent(s)/Vendor(s)/Offerer(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 Respondent(s)/Vendor(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Offerer'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, Respondent/Vendor/Offerer also shall indemnify and hold harmless the University and the UCF 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.
- D. For all purchases of \$10,000 or below, Respondent/Vendor /Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

- E. UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Offerer in

writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

**University of Central Florida
Board of Trustees
4000 Central Florida Blvd.
Orlando FL 32816**

- F. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.
- G. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.20.1 Legal

- A. Respondent understands and agrees that, except when University and Respondent have conflicting interests, University shall have the sole right, in University's discretion, to control the prosecution or defense of any action or lawsuit in which University and Respondent are named parties, to decide whether to file and prosecute an action or lawsuit, or to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit, in any matter against a third party arising out of or related to this Agreement. Respondent further understands and agrees that University shall have the sole right, in University's discretion, to select and retain counsel for any of these purposes. University agrees to consult with Respondent, to the extent that it is feasible and not prejudicial to University's interest, before making any final decision in any matter in which University and Respondent are aligned against a third party, and University further agrees that it shall not commit Respondent to the terms of any compromise or settlement which would make Respondent wholly or partly responsible for the

payment of money to a third party without the prior written consent of Respondent, which shall not be unreasonably withheld.

- B. Respondent undertakes and agrees to provide any evidence, documents, and testimony which may be reasonably requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement, and Respondent shall join as a party plaintiff or defendant with University at University's request. In the event Respondent is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by Respondent in connection therewith, shall be paid by Respondent and University shall have no liability for paying said expenses.
- C. Respondent and University may either jointly pursue the enforcement of University's trademark rights (and/or other applicable intellectual property rights), upon mutual agreement by Respondent and University, or University may choose to solely pursue the enforcement of its trademark rights (and/or other applicable intellectual property rights). If Respondent and University agree to jointly pursue the enforcement of University's trademark rights (and/or other applicable intellectual property rights), then the parties shall mutually agree as to how to share the costs, fees and/or expenses incurred in connection with such enforcement and all payments accruing from such action to enforce University's trademark rights (and/or other applicable intellectual property rights) shall be paid to Respondent and University in accordance with each party's respective contribution to all costs, fees and/or expenses incurred in such action. If University chooses to solely enforce its trademark rights (and/or other applicable intellectual property rights), without assistance from Respondent, then all recoveries shall be awarded solely and exclusively to University.
- D. Respondent shall inform University promptly and in writing of any infringement, misappropriation or other unauthorized use of University's trademarks (and/or other applicable intellectual property rights) that Respondent becomes aware of.
- E. If University pays the costs and expenses of any action or lawsuit in any court or in any state or federal agency where University is a party thereto against a third party in any matter arising out of or related to this Agreement, then any damages or profits (and/or award of attorneys' fees) ordered to be paid to University, shall be solely paid to and retained solely by University and Respondent shall not share therein.

2.20.2 Indemnification

University shall have no liability for any item manufactured or sold by a licensee, and Respondent shall hold harmless and indemnify University, University's Board of Trustees and University's agents, officers, employees and servants, and shall require all licensees to indemnify and hold harmless University and University's Board of Trustees and

University's agents, officers, employees and servants from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold under any Indicia pursuant to a license granted pursuant to this Agreement. Respondent shall carry general liability insurance which includes coverage for advertising injury (in the amount of at least one million dollars per occurrence) and Respondent shall require of each licensee that it have and maintain general liability insurance which includes coverage for advertising injury (in the amount of at least one million dollars per occurrence) which shall in any event be sufficient to cover all foreseeable advertising injury and product liability claims. Respondent will require that each licensee have and maintain Commercial General Liability insurance, including product liability, and that each said licensee name University as an additional insured party thereon. Respondent will name University as an additional insured party on its Commercial General Liability insurance policy. University shall not be liable to Respondent or to any licensee or to any third party, as the result of activities by Respondent or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by Respondent or any licensee because of any patent, copyright or trademark held by a third party and Respondent shall hold harmless and indemnify University and shall require its licensees to hold harmless and indemnify University from all liability, responsibility, damages, judgments, actions and costs caused by the infringement of third party intellectual property, including patents, trademarks and copyrights. All warranties in connection with the licensed products shall be made by the licensees and none of such warranties shall directly or by implication in any way obligate University or its officers, employees, agents, servants or trustees.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall become effective on the date the contract is signed by all parties and shall commence on **July 1, 2015**. The initial term shall be for **5 (five) years**. The University may renew the contract for up to 5 (five) additional 1 (one) year terms, as mutually agreed to by both parties.

2.22 Termination of Contract

UCF may terminate the contract resulting from this ITN without cause and without penalty to UCF on ninety (90) days' advanced written notice to the Respondent. 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 ninety (90) 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.

In the event Respondent determines it does not intend to renew the contract at the end of the term, Respondent shall provide written notice of such intent at ninety (90) days prior

to the end of the contract term.

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/Vendor/Offerer 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. 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 Respondent.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Offerer 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/Vendor/Offerer in conjunction with a resultant contract.

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

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

Florida Statutes:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University 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, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

In the event that either University or Respondent learns or becomes aware that any third party has made or may make a claim against University or Respondent for any matter arising out of or related to this Agreement, the party learning or becoming aware of such actual or potential claim shall notify the other by telephone on the same day, and shall follow such telephonic notification with a full written report within 48 hours.

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 shall be the University's Project Manager assigned to this contract.

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. 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 Respondent 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 interests in dealing with entities of the State of Florida. Respondent 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 Respondent 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. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- 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 \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. 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).
- E. 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 maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). 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 each and 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 to be 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 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 Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to 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

Respondent's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Respondent 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.

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

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, 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 University shall not pay any intangible taxes, property taxes or sales taxes. Respondent agrees to pay all licenses, permits and taxes on its business and personal property respective to the services contracted herein. 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 Respondent's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract, Addenda, and Amendments;
- 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 Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for 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 Respondent or anyone working on behalf of the Respondent (the term Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Respondent's services hereunder, the Respondent 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 Respondent hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Respondent 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 Respondent agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, 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 Respondent, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Respondent'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, which 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 Respondent 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 Respondent 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 Respondent wishes to disclose export controlled technology or technical data to the University, the Respondent 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 Respondent 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 Respondent understands and agrees that to the extent the Respondent'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 on Appendix II 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 nonresponsive to this ITN. **Failure to submit Appendix II 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 Additional Quantities

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

3.0 SCOPE OF WORK

The Scope of Work includes, but is not limited to, providing and/or performing the following items, tasks, services, and deliverables as described in Sections 3.1 – 3.6 herein. At a minimum, the Respondent shall:

3.1. Personnel Resources:

- A. Provide a sufficient number of skilled, knowledgeable, and experienced personnel to perform retail marketing, promotional licensing and associated /related services on behalf of the University. Such personnel shall continuously maintain a high level of professionalism and commitment to the performance of the requirements outlined herein.
- B. Permanently assign a minimum of one (1) qualified and experienced Account Representative to act as the lead contact and agent for the University. The Representative's qualifications and experience (resume) shall be provided to the University's Project Manager for review and approval prior to contract commencement. If the University Project Manager disapproves of the representative, a mutually acceptable representative must be provided promptly. A Representative who is assigned to this contract, shall not be replaced or reassigned without 30-days advanced notice to the University's Project Manager. The qualifications and experience of a replacement Representative are subject to discussion and review. If the University determines in its reasonable discretion that a replacement Representative is not qualified, or is less qualified or has less experience than the previous Representative, the University, in its sole discretion, may require a different Representative be provided.
- C. Have and make available, a qualified "backup" Representative(s) in the event the assigned Account Representative is unavailable for any period of time exceeding five (5) business days (i.e. illness, vacation, etc.). In this event, Respondent shall notify the University's Project Manager as soon as reasonably possible and provide the name and contact information for the backup Representative.
- D. Representative(s) shall available by phone and/or e-mail during the University's business hours of 8:00 AM to 5:00 PM EST.
- E. Have full-time attorneys and legal assistants on staff and available to the University for assistance with, and consultation on, contract, trademark, licensing and related matters, at no additional cost.
- F. Provide staff licensing and intellectual property counsel to the University for the purpose of providing support with registering University marks through the U.S. Patent and Trademark Office (USPTO) at no additional cost, as desired by the university.

3.2. Account Services:

- A. Act as the agent for the University to license the marketing and sale of various articles of merchandise, or the promotion or the sale of said merchandise.

- B. Review, manage and develop the use of the school brand on apparel and non-apparel items at retail.
- C. Review, manage and develop the use of the school brand in conjunction with NCAA properties, Football Bowl Game properties, International Licensing and the Licensing of items for Corporate Partners.
- D. Manage and grow the sale and placement of items across all retail distribution categories.
- E. Report to the University's Project Manager regarding issues and compliance with licensor goals, objectives, policies, and procedures.
- F. Respond to and process all licensing requests in a timely manner, providing the necessary information to potential licensees.
- G. Analyze royalties, and send comprehensive reports along with payment(s) for royalties to the University. Royalties shall be paid to the University quarterly (see Section 2.7 Payments).

3.3. Licensee Services:

- A. Execute license agreements on behalf of the University.
- B. Create strategic alliances and/or strategic partnerships or collaborations that would be beneficial to the University in managing its licensing program.
- C. Ensure that each licensee has product liability insurance, covering all licensed products, and that each licensee is required per licensee's contract with respondents to indemnify and hold harmless the University and the University's Board of Trustees from any product liability action and/or other action or damages pertaining to any licensing activities performed by licensees.
- D. Ensure licensees are selling only to those internet retailers who adhere to federal, local and state laws for customer purchases.
- E. Transmit digital art files, including University's trademarks and logos, electronically to licensees and ensure that licensees strictly follow those and any other guidelines that maybe provided by the university.
- F. Communicate to licensees and retailers the University's retirement or discontinuation of a mark or logo, and develop and implement a program to flush discontinued merchandise from the market.

- G. Develop and implement policies and procedures to govern the licensing program while setting realistic goals and objectives by which progress is to be measured.
- H. Provide a Web based Artwork approval system. Manage the design approval process via the internet. The University must approve all designs that are submitted through the online portal before they are allowed to be sold.
- I. Secure product and concept approvals from the University's Project Manager prior to granting any license to any licensee. The University shall retain sole authority to approve or disapprove of the style, presentation and use of the Indicia on and in connection with all products, promotions, advertising and promotional materials. The University shall retain sole authority to approve or disapprove the quality of the products to be distributed or sold.
- J. Provide 24-hour access to files of licensee names, addresses and telephone numbers.
- K. Provide international licensing services.

3.4. Marketing and Promotional Services:

- A. Provide an annual Marketing Plan to the University that outlines the goals and objectives for the upcoming fiscal year. Develop the plan with the primary purpose of identifying and implementing methods to increase the presence of University products in the local, regional, national, international and on-line markets through the development of retail and promotional programs All applicable tax laws must apply within all markets.
- B. Develop and implement marketing programs that expand the total market for licensed products.
- C. Attend trade shows, subscribe to trade publications, visit with licensees and potential licensees in the field, and be familiar with who the key players are in each licensor's market. Attend and provide representation at the major conferences and shows concerning collegiate licensing.
- D. Develop and implement a program to reach local retailers in the University's immediate locale to encourage support and sale of licensed products.
- E. Provide in-house design capabilities to complement University's trademark portfolio and provide signage and design support for marketing activities, all on a work-for-hire basis, with ownership assignment to the university, all at no additional cost to the university.
- F. Provide sufficient resources and effort to continuously increase revenue from the local (Central Florida area) and national market, improve local business

opportunities, and secure additional retail space and presence at retail locations in Florida.

3.5. Royalty, Auditing, Enforcement and Reporting Services:

- A. Provide detailed financial analysis and reports to the University on an annual basis and as requested throughout the contract.
- B. Collect royalties online from licensees.
- C. Communicate with retailers nationwide to encourage the sale of licensed products and discourage infringement.
- D. Assure that licensees are selling only those products and designs which have been approved by the University.
- E. Conduct on-site contract compliance audits with all licensees on a regular basis and follow up to ensure that all discrepancies are resolved.
- F. Conduct a minimum of sixty (60) yearly audits of licensed vendor records and facilities and report audit findings quarterly, including any recovered or unpaid royalties.
- G. Provide a “mid-year” review and a “year-end” review in each fiscal year, including an itemized listing of monies earned and spent.
- H. Provide detailed reports and analyses of quarterly royalties at of the end of each quarter, including:
 - i. Automated benchmark analysis across institutions of similar size and scope.
 - ii. Analysis by product category.
 - iii. Collected data regarding licensee sales by distribution channels and retailers, specifically by retail account.

3.6. Legal and Corporate Social Responsibility Services:

- A. Consolidate and summarize Fair Labor Association (FLA) reports and findings quarterly, highlighting any changes that may affect any licensee’s ability to maintain good standing with the FLA.
- B. Provide support on corporate responsibility and labor code issues (specifically, the implementation of a labor code into license agreements and the collection and dissemination of factory site disclosure data).

- C. Integrate Corporate Responsibility objectives into each licensee's operations by assessing Corporate Responsibility performance at the application phase of the licensing process and reinforcing it throughout the term of the license.
- D. Assist the University in the trademark registration process and in preventing infringing uses of the indicia.
- E. Respondent shall be responsible for monitoring all new and pending trademark applications with respect to potential infringement on university's trademarks and shall promptly inform the University of any such third party infringement.

4.0. REQUIRED OFFER - FORMAT

4.1. 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 attach the entire ITN and incorporate the ITN 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 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 also 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. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period stated in section 2.2. UCF may add clauses to its standard contractual agreement if UCF deems this to be appropriate for a specific case, at UCF's sole discretion.

4.2. Executive Summary

Provide an Executive Summary, of not more than two pages in length (not counting the cover letter), that consists of the proposal cover letter highlighting the contents of this ITN, with an acknowledgment of, and agreement of intent to perform, the Scope of Work (Section 3.0) as described therein.

Include in the Executive Summary an overview of the contractor's philosophy as it

relates to managing a client's brand.

4.3. Respondent/Offer Submittal Sections

In order to be considered for award, ITN submissions are to contain a detailed response to each requirement/question below in Sections 4.4 – 4.8. At a minimum, in such case where a detailed response is not applicable, indicate the ability to comply with, and/or agreement to, the numbered requirement.

4.4. Experience and Qualifications

- A. Provide a corporate history/management summary and evidence that the firm and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe the firm's growth for the past three (3) years.
- B. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years, or is anticipated in the next two (2) years. Note that Respondent may be required to provide its last two (2) years of audited financial statements.
- C. Describe the history of the licensing company as it relates to its history, experience, and success in representing licensing programs for similar institutions (i.e., those in the same annual revenue range, those playing athletics in the same conference, etc.) in the licensing of their marks.
- D. Provide a description of the contractor's technological infrastructure, benchmarking data with peer institutions, sample royalty reports.
- E. Provide details on innovative new services, systems, or procedures which the contractor has introduced to clients and/or the collegiate licensing industry.
- F. Provide an overview of the contractor's ability to distribute the University's trademarks and logos in digital format to licensees and how the contractor manages the design approval process via the Internet. Also, provide any additional artwork services that the contractor provides (i.e. digital embroidery) to help a client manage its trademarks and logos.
- G. Provide information and experience on Respondent's key senior management team and department heads. Provide a bio of each senior member and outline the years of experience of each.
- H. Provide, on the attached form (Appendix VII), at least three (3) references, not including the University of Central Florida, that are current clients of the Respondent, and that have similar requirements to those of the University. Provide the name of the firm/university, contact person, e-mail and telephone number. The University reserves the right to contact additional references not provided by

Respondent. Preferences may be given to those references, which are most similar to this University.

4.5. Personnel and Staff

- A. Provide information on the contractor's proposed account management team that would be servicing this University. Provide the location(s) in which the assigned Account Team is based.
- B. Describe the background, qualifications, and number and status (full-time, part-time, etc.) of staff members that Respondent has available for performing public relations and creative services on behalf of this University.
- C. Describe the background, qualifications, and number and status (full-time, part-time, etc.) of staff members that Respondent has available, for the development of retail programs and brand marketing services designed to drive the sale of licensed products on behalf of this University.
- D. Describe the background, qualifications, and number and status (full-time, part-time, etc.) of staff members that Respondent has available committed to the areas of contract compliance, enforcement and legal counsel.
- E. Indicate the approximate amount of time the "Account Representative" assigned to the UCF account (see Scope of Work, Section 3.1 B) will be dedicating exclusively to the UCF account during each month, as well as how many other accounts the Account Representative will also service.
- F. Describe the contractor's ability and experience in providing its clients with labor code support (specifically, the implementation of a labor code into license agreements and the collection and dissemination of factory site disclosure data).
- G. Indicate if contractor has any staff members that are recognized industry experts on Labor Code issues, and provide a list of vendors those staff members have engaged regarding Labor Code issues.

4.6. Resources, Services and Programs

- A. Provide specific information on what resources the successful contractor can provide for this University in the area of external communication, including newsletters, trade shows, media coverage, websites, or other tools that can help promote the University's brand. Indicate how many full time staff members are wholly focused on corporate and external communications.
- B. Provide an overview of the Respondent's championship and post-season licensing and marketing programs. List experience in planning for, and executing, hot market

- programs. List the number of dedicated staff that is specifically focused on hot market and post-season opportunities.
- C. Describe any in-house design capabilities available to complement a client's trademark portfolio, and provide signage and design support for marketing activities.
 - D. Provide information on the Respondent's ability and experience in collecting and analyzing royalty data, and its ability to generate related reports, by product category.
 - E. Describe the Respondent's cease & desist and contract compliance programs and indicate how the contractor provides these services on behalf of the University.
 - F. Explain what philosophies are implemented to best manage the University's program to ensure that maximum coverage is reached across all product categories and distribution channels? Describe the flexibility of contractor's systems as it relates to allowing its client institutions to determine its own licensing philosophy.

4.7. Local and National Marketing Program

- A. Provide contact names with at least five (5) national or regional retail store chains with outlets in Florida and/or the Southeast region and indicate what level of past contact the Respondent has had with these outlets.
- B. Provide information about the Respondent's Distribution Channel Marketing services. Specifically, indicate the type of staff resources the Respondent provides to ensure that retailer relationships are developed, maintained, and maximized to benefit a client.
- C. Describe the type of retailer support and promotional programs that are employed to maximize a client's brand. List any key industry trade shows and/or hospitality events that the contractor hosts and/or attends.
- D. Provide an overview of the Respondent's capabilities to expand the presence of the University's merchandise through e-commerce channels, including any consumer and/or wholesale distribution networks.
- E. Provide specific examples of local and national marketing programs that Respondent has implemented on behalf of similar size institutions.
- F. Illustrate retail programs that have been executed in the past within the State of Florida, as well as specific programs that were developed to market collegiate merchandise at the national level (beyond the institution's home state).
- G. Provide a list of multiple types of licenses to support the wide-ranging needs of licensees with an emphasis on programs at the local level (i.e. a local or craft

license), including steps to obtain each type of license and the costs involved with each.

4.8. Financial Proposal and Incentives

- A. The University is seeking to receive a financial proposal that will support our desire to:
 - 1. Increase the overall percentage of revenue the University will receive
 - 2. Collaborate with a partner who can provide creative solutions to maximize profits
 - 3. Provide a minimum guarantee to the University

- B. Respondent's Financial Proposal is to provide a pricing schedule outlining the requirements for remuneration, including any minimum guarantees or maximum fees to be paid by the University as contractor/administration fees.

- C. The Financial Proposal is to clearly show all benefits and payments to the University including, if applicable, the percentage of the revenues the University will receive, minimum guaranteed payments, incentives, bonuses, and any other considerations.

- D. Respondent may propose other considerations and incentives as part of their offer, and if so, the associated dollar value of those items offered must be indicated. Any additional offerings, services, marketing budgets, bonuses, discounts, investments or financial considerations offered must be accompanied by a specific dollar value and delivery schedule, are not to be adjusted, and are to be paid to the University.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a sealed envelope to the Purchasing Representative named in section 2.1.

Evaluation Criteria	Max Points
1.Experience and Qualifications	15
2.Personnel and Staff	20
3.Resources, Services and Programs	15
4.Local and National Marketing Capabilities	20
5.Financial Proposal and Incentives	30
Evaluation of Responses: Point Total	100
Comments, if any:	

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

**APPENDIX II
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 term or condition of this ITN are to act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall 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	_____	_____	_____
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**	_____	_____	_____
2.20.1 **Non-negotiable**	_____	_____	_____
2.20.2 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39**Non-negotiable**	_____	_____	_____
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	_____	_____	_____
3.0 Scope of Work	_____	_____	_____
4.0 Offer Format	_____	_____	_____

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

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

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

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 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 prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX IV

**COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS**

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.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** 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 in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings 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 V – UCF INDICIA

The University of Central Florida is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

Appendix V is a provided as a separate document. You can obtain a copy of Appendix V on the UCF Purchasing Website via the following link, under ITN1419NCSA.

<http://www.purchasing.ucf.edu/bids/index.asp>

APPENDIX VI – EXCEPTIONS

The University concurs in the basic concept that no user of its marks and logos should be exempt from its licensing program and the payment of royalties, and will make every good faith effort to comply with this concept. However, the University reserves the right to exempt any user from its licensing program and/or royalty payments if circumstances warrant that it would be in the best interests of the University.

- A. University agrees that during the term of this Agreement, and any extensions thereof, there shall be no exemption for the University Bookstore or for any retail outlet or operation owned and operated by the University, or operated by an appointed agent of the University for any item imprinted with Indicia involved in a commercial resale.
- B. University purchases for internal consumption are exempt from this Agreement.

APPENDIX VII – REFERENCE FORM

Respondent to fill out this form per Section 4.4 (minimum of three references required).

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

APPENDIX VIII

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:

- a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
- b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>

- c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.

2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.

3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.

4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.

5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.

6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.

7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA. If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.



IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE REVISION

ITN NUMBER: **1419NCSA**

OPENING DATE & TIME: **April 30, 2015 @ 2:00 PM EST**

ITN TITLE: **Trademark Licensing Services**

ADDENDUM NUMBER: **1**

ADDENDUM DATE: **April 15, 2015**

The purpose of this addendum is to answer questions submitted by vendors.
See below addendum continuation sheet.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

DATE

**QUESTIONS & ANSWERS FOR
ITN 1419NCSA Trademark Licensing Services**

1. Provide the names of the Top 5 retailers selling licensed UCF gear and any other retailers that you wish to expand into.

Answer: Barnes & Noble College Bookstores, Fanatics, Direct to consumer via Internet, Walmart and Target. Direct to Consumer: Herff Jones, Signature Announcements, Prep Sportswear, Tervis, Church Hill Classics and Jostens.

We are looking to strengthen our relationship with Academy Sports + Outdoors, The Sports Authority and Dick's Sporting Goods.

2. Provide your total number of licensees, along with your top 10 apparel licensees, and top 5 non-apparel licensees for FY'14.

Answer: 284 Total Licensees

Top 10 Apparel Licensees

1. Nike by Branded Custom Sportswear
2. Knights Apparel
3. Gear for Sports
4. JanSport a division of VF Outdoor Inc.
5. Limited Brands Inc. dba Victoria's Secret PINK
6. Top of the World
7. League Collegiate Wear
8. Lakeshirts Inc. dba Blue 84
9. Colosseum Athletics Corporation
10. Box Seat Clothing Company

Top 5 Non-Apparel Licensees

1. Herff Jones Inc.
2. EA Sports
3. Tervis Tumbler Company
4. Logo Chair Inc.
5. Northwest Company LLC

3. Does UCF have any exclusives on certain product categories?

Answer: UCF sideline provider is Nike. UCF Bookstore has an exclusive contract with Herff Jones. Panini is exclusive provider for trading cards.

4. What do you see as strengths of the UCF licensing program?

Answer: The athletic program has gained strong momentum in the last two years. The football team has secured back-to-back conference titles and has also secured appearances in two bowl games. UCF's women's soccer program has also won back-to-back championships in The American. UCF's baseball and softball programs are currently ranked in the Top 20.

5. What are the challenges that UCF might face to continue growing?

Answer: UCF is a young school and there are other Florida schools that are very established in the market. Our goal is to make sure we are properly represented in the Southeast with a strong emphasis in Central Florida.

6. List any International Licensing business initiatives over the last two years and the amount of royalty revenue that was generated.

Answer: UCF worked closely with the GAA in for the Croke Park Classic. Royalties from the Croke Park Classic were \$3,777.19 dollars and \$4,374.19 euros.

7. Does UCF have a termination provision in its current licensing agency contract that would require one years' worth of commissions paid to agency upon termination or expiration of contract?

Answer: No

8. What in-state and national retail programs, or in-store activation, have you been a part of in the last three years?

Answer:

Cracker Barrel promotion during the back-to-school season that was successful in driving sales. Four Cracker Barrel locations participated in the promotion that allowed each location to designate college merchandise as a "key item" which resulted in UCF product being moved into high-traffic/high visibility areas on the sales floor. The store in each participating location that had the largest percentage increase won a pair of tickets to a UCF Football game.

Marketing materials were produced and displayed at various retail locations to support Blackout and Goldrush games.

Participated in the College Colors Day, Holiday Cheer and Rock Your Colors campaigns.

Partnered with Dick's Sporting Goods on a digital ad campaign that ran across a variety of networks targeting college fans and driving them to SaturdayRitual.com to engage them in the consumer sweepstakes and promote the sale of college product on dickssportinggoods.com.

Ran a back to school marketing program with Walmart (East Colonial location) where UCF product was featured in their Team Valley Store section. Additionally, UCF was included in the “Put On Your Saturday Best” campaign where college product was highlighted in the men’s active wear section of Walmart.com.

9. Is the University open to alternative proposal language as it relates to section 2.22?

Answer: UCF is open to discussing this provision with the recipient of the tentative award of the contract.

10. Can there be some flexibility regarding section 3.6A?

Answer: The University is open to receiving an annual report from the public information provided by the FLA as it pertains to UCF licensees, if and when applicable.