

<p align="center">SUBMIT OFFER TO: UNIVERSITY OF CENTRAL FLORIDA Via Bonfire Web Portal</p> <p>https://ucfpurchasing.bonfirehub.com/opportunities/1232</p>		<p align="center">University of Central Florida INVITATION TO NEGOTIATE</p> <p align="center">Contractual Services</p> <p align="center">Acknowledgement Form</p>	
Page 1 of 40 Pages	OFFERS WILL BE OPENED MARCH 31, 2016 @ 2:00pm EST and may not be withdrawn within 120 days after such date and time.	ITN NO: 1517CCSA	
UNIVERSITY MAILING DATE:	ITN TITLE: Motor Vehicle Municipal Lease/Financing Program		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 202111361			
VENDOR NAME The Bancorp Bank		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS 3905 El Rey Rd			
CITY - STATE - ZIP CODE Orlando, FL 32808		POSTING OF PROPOSAL TABULATIONS	
AREA CODE 407	TELEPHONE NO. 253-4505	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 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.	
	TOLL FREE NO.		
	FAX NO. 302-791-5705		

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 are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

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

Karrie-Linn Velms
AUTHORIZED SIGNATURE (MANUAL)

Karrie-Linn Velms
AUTHORIZED SIGNATURE (TYPED), TITLE

The Bancorp Bank

March 30, 2016

University of Central Florida
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Attn.: Christine Tangel

RE: ITN# 1517CCSA- Motor Vehicle Municipal Lease/Financing Program

Dear Ms. Tangel

The Bancorp Bank/dba/Mears Motor Leasing is excited to have the opportunity to respond to the above referenced ITN. We feel that our response will demonstrate that The Bancorp/dba/Mears Motor Leasing is the vendor capable of successfully performing all required duties outlined in the ITN due to our extensive past experience with leasing vehicles not only to the University of Central Florida, but other Educational Institutions, Municipalities, Sheriff's Offices, State Institutions, many different franchises and business throughout the United States as well as numerous Agencies and Departments within the Federal Government.

Mears Motor Leasing has been leasing vehicles since 1975. Through merger activity, we are now owned by The Bancorp Bank, an FDIC-insured commercial bank that delivers a wide range of financial services and products through a network of private-label affinity partnerships nationwide. With 4 billion dollars in assets, Mears Motor Leasing has the financial capability to handle any contract that may result from this ITN.

References:

Hillsborough County Public Schools
901 E. Kennedy Boulevard
Tampa, FL 33602
Dennis Holt – 813-272-4932
Customer since 2007

Seminole County Sheriff's Office
100 Bush Blvd
Sanford, FL 32773
John Blackwood 407-665-6592
Customer since 2002



www.thebancorp.com

P 302.385.5000 F 302.385.5099

409 Silverside Road, Suite 105, Wilmington, DE 19809

Member FDIC
Banking Services Provided by The Bancorp Bank

The Bancorp Bank

The University of Alabama
Mr. Patrick Sexton - Purchasing
1101 Jackson Ave., Ste 3000
Tuscaloosa, AL 35401
205-348-0064
Customer for over 10 years

The University of Alabama in Huntsville
Ms. Esterley Patterson – Procurement
301 Sparkman Dr.
Huntsville, AL 35899
256-824-6484
Customer for over 10 years

Auburn University
Ms. Burnette Tolbert – Purchasing
311 Ingram Hall
Auburn University, AL 36849
334-844-7771
Customer for over 10 years

City of Orlando
400 South Orange Ave
4th Floor
Orlando, FL 32801
Tonya Voyles-407-246-2563
Customer for over 10 years

The City of Groveland
408 E. Orange Street
Groveland, FL 34736
Chief Melvin Tennyson -352-429-4166
Customer for 2 years

City of West Jordan
8030 South 4000 West
West Jordan, UT 84088
Ben Rouche – 801-569-5726
Customer for 2 years



University of South Florida Police
4202 E. Fowler Ave
Tampa, FL 33620
Mark Hopper – 813-520-9643
Customer for over 5 years

Early Terminations:

There has been no early terminations over the past 5 years

Contract Representatives:

1. **David Pickard** – Senior Sales Representative - David been with The Bancorp/dba/Meras Motor Leasing over 30 years. David has been the primary contract representative handling the University of Central Florida account in the past and was responsible for preparing quotes, ordering of vehicles, documentation preparation
2. **Karrie-Linn Velms - AVP District Sales Manager – Karrie-Linn** has been with The Bancorp/dba/Mears Motor Leasing for just about six years coming to us from another leasing company that was located in the Northeast where she worked for them for 16 years. Karrie has been involved in all facets of the leasing business over the years, from ordering of vehicles to processing the finance paperwork to day to day contract management for Federal and Municipal accounts
3. **Rick Miller – Asset Manager**, has been with The Bancorp/dba/Mears Motor Leasing for over 30 years. Rick is involved in many facets of the company from overseeing our in-house maintenance facility, remarketing of our off lease vehicles to managing our tag and title department. Rick will be the person for overseeing the logistics of contract management.
4. **Doug Conley - AVP Product Specialist** –Doug has been with The Bancorp/dba/Mears Motor Leasing for one and a half years. Doug has an extensive background in the automotive industry, working in various dealerships over the past 25 years.

The individuals listed above are the primary contacts that will be involved with any resulting contract with the University of Central Florida. Combined, these individuals have over one hundred years of experience and are highly qualified to handle any request or needs the University will have.

The Bancorp Bank

The Bancorp Bank has a clear understanding of the requests made in this ITN. The staff that will be working with the University has worked with many Municipalities that have required vehicles for the Public Works Department, Police Department and the Fire Department. Upon the initial request by the University for vehicles, the sales staff will utilize various resources for the vehicles such as the Florida Sheriffs Contract or the State of Florida Contract. The staff will also further research the vehicles to see if there is the possibility of locating a lower price for the vehicles as well through the numerous relationships that we have with all manufacturers. The Bancorp works with many upfit vendors and will handle any requests for upfitting of the vehicles regardless of which department the vehicle is for, whether a work truck to a police vehicle, we have the knowledge and experience with proving a turnkey vehicle for our customers so that they can focus on their job rather than the responsibility of securing quotes for the vehicle and equipment as this is what we do best. We understand that the University may have their own vendors they use, and we do not have any issues with using those vendors.

Financial Information and Bancorp Information is included in the attachments

Overall Pricing:

The Bancorp as a rule does not establish closed end lease rates with unlimited mileage due to the risk the lessor is faced with at the end of the lease as the lessee walks away from the lease having no responsibility for lease end value that is a possible financial loss for the lessor.

The pricing that we have supplied on the attached price sheet for the fixed payment lease rates are based upon 18,000 miles per year, with excess mileage charged between 10 and 15 cents per mile at the end of the lease.

Closed end lease rates will be calculated based upon The Bancorp policy utilizing various industry guidelines for example, ALG, Blackbook, NADA and possible auction results. The suggested depreciation formula of 1.5% per month with a 10% Book Value is not standard industry practice and would not be applicable in our quoted pricing.

The Bancorp is capable of delivering the vehicles to the University or an alternate delivery location.

The Bancorp will handle the registration of the vehicles with Yellow State tags, or any other tags the University wishes to utilize on the various lease vehicles. The Tag and Title fees are not included in the lease rates quoted and will be billed separately at the time of delivery.

The University may install additional equipment on the vehicles they lease, however, at the end of the lease, specifically a closed end lease (walk away), the University would be responsible for removing the equipment from the vehicles and repairing any damage the equipment may have caused. If the repairs are not made to the vehicle at lease end, the University will be invoiced for the cost of the repairs to the vehicle as part of turn in charges.

The Bancorp Bank

With the Closed End Lease, or No Buy-Out Fixed Rate or Walk Away, the University will be responsible at the end of the lease for any damages to the vehicle above and beyond normal wear and tear. Excess Wear and Tear is defined as dents, dings, paint chips, scratches more than 3" in size, chipped or cracked windshields, interior holes, burns, rips, tears or stains requiring heavy cleaning or replacement of fabric, interior damage such as gauged steering wheels or dashboards, missing equipment and any exterior or interior damage attributed to collision, as well as mechanical repairs not covered by the manufacturers preventative program or warranty.

In the case where a vehicle is damaged resulting in a total loss or if a vehicle is stolen, the University shall bear all risks of damage. The cost and expense of all replacement parts, repairs shall be the University's responsibility

If a vehicle is damaged and the other party's insurance company does not accept full responsibility, it will be the University's responsibility to cover any deficits remaining, not the Contractors responsibility as the ITN indicates.

If a leased vehicle is deemed a total loss, the University shall be invoiced for the vehicle based upon the values set forth by our Asset Manager, Rick Miller.

All closed end lease vehicles come with the manufacturer's standard factory warranty. If the University so chooses, we can purchase and extended warranty on any vehicle and add the cost of the warranty into the lease payment.

The lease rates provided at this time, do not include any maintenance.

Once again, we appreciate the opportunity to respond to the University of Central Florida's ITN. We look forward to assisting the University once again with their vehicle lease needs.

If you should have any questions or need further explanation or clarification, please do not hesitate to contact me. Should the University wish to meet and discuss the ITN, we would be happy to accommodate.

Thank you for the opportunity.

Regards



Karrie Linn Velms
AVP District Sales Manager
The Bancorp
3905 El Rey Rd
Orlando, FL 32808
407-253-4505



Purchasing Department

ADDENDUM 1

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 1517CCSA

OPENING DATE & TIME: MARCH 31, 2016 at 2:00pm

ITN TITLE: Motor Vehicle Municipal Lease/Financing Program

ADDENDUM NUMBER: 1

ADDENDUM DATE: 3/21/2016

THE PURPOSE OF THIS ADDENDUM IS TO:

- ANSWER QUESTIONS THAT WERE SUBMITTED BY PERSPECTIVE PROPOSERS
- ADD ADDITIONAL INFORMATION TO SPECIFIC SECTIONS OF THE ITN:
 - SECTION 4.13
 - SECTION 4.3
 - SECTION 4.4
 - SECTION 4.5

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN 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

Karrie-Linn Velms
PRINT OR TYPE PROPOSER'S NAME

The Bancorp Bank
COMPANY NAME

Kvelms@thebancorp.com
EMAIL ADDRESS

QUESTIONS AND ANSWERS FOR ITN 1517CCSA MOTOR VEHICLE LEASING

1. Would you accept a proposal from a bank for a Lease line in lieu of a proposal from a vendor?

Answer: Yes, all proposals and submissions will be reviewed during the evaluation process of the ITN. However, we are looking for the range of services as outlined in the ITN. This is not just a financing contract. 2. If the answer to #1 is yes, what are the anticipated amounts that would be drawn in each year?

Answer: At this time, there is no anticipated amounts for the University of Central Florida. Leases will be done on an 'as needed' basis.

3. Section 2.10 Offer Validity Period

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

On the Price Sheet, one of the vehicles the university is requesting pricing for is a Chevy Equinox. The factory cut-off date for this vehicle is March 24th, 2016. Due to manufacturer availability, it may not be possible for pricing for this vehicle to remain valid for 120 days after the offer submission date.

Is the use of the Equinox for evaluation purposes only? Will the university choose a vehicle that is available at time of order?

Answer: The Equinox that is list on the bid sheet is for evaluation purposes only.

4. Section 3.2 Respondent/Offer Submittal Sections

D. OVERALL PRICING

Lease Requirements

- a. 36, 48 and 60 month leases with and without a buy-out dollar amount
- b. No mileage restrictions
- c. Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value

Is the university requesting a walkway lease or equity lease? In a walkaway lease, the residual is determined by the Lessor. In a walkaway lease, the Lessee has no gain or risk when it comes to the disposal of the vehicle.

Answer: All ideas, comments and proposals will be considered during the evaluation process.

A 36 and 48 month lease with 10% Residual Book Value would have a different depreciation rate than 1.5%. This is also true if the university wishes to consider a lease without a buy-out dollar amount. Please confirm the depreciation rate and/or Residual Book Value that the university wishes to see for 36 and 48 month leases. Please also confirm if the university wishes to see all three lease terms without a buy-out dollar amount.

Answer: Yes, we would like to see all three (3) lease terms for the 4 vehicles that are listed for comparative purpose of this ITN.

**5. PRICE SHEET
VEHICLE LEASING**

The Price Sheet requests pricing for a 2016 Chevy Equinox and 2016 Ford F-150. Please confirm the following:

- A. Equinox:
 - a. Trim level: LS, LT or LTZ
 - b. Front-wheel Drive or All-wheel Drive
- B. F-150
 - a. Trim level: XL, XLT, or above
 - b. 4x2 or 4x4
 - c. Regular Cab, SuperCab or SuperCrew

Answer:

- A. Equinox:**
 - a. Trim level: LS**
 - b. Front-wheel Drive**
- B. F-150**
 - a. Trim level: XL**
 - b. 4x2**
 - c. Regular Cab**

6. Based on the responses to these questions will UCF allow another period for questions to the responses to be asked?

Answer: No.

7. Offer pricing valid for 120 days – Our pricing can only be held firm for as long as the vehicles can be ordered at the prices quoted. Once the manufacturer ends the ordering period for that model year our pricing can no longer be valid. Manufacturers' prices changes model year to model year.

Answer: The pricing offer for 120 days is for the intent of the ITN. Once the ITN is completed, the department will request a quote for leasing a vehicle.

8. Term of contract is 7/1/16-6/30/19 – what will be the method for providing updated model year pricing

Answer: The term of the lease agreement will be created when the request for quote is made by the department.

9. Overall Pricing – The request for unlimited mileage versus the depreciation formula in which the University wishes to use does not work for 36 and 48 months, It would only work for 60 months, however, taking into consideration unlimited mileage, that might be a stretch as well. Will the university accept or consider other pricing models?

Answer: All proposals and submissions will be considered during the evaluation process of the ITN.

10. 4.2 Additional Services – The University is requesting loaner vehicles by department to include equipment and graphics. Temporary loaner vehicles, may be available at the time of request, but we cannot guarantee that they would be the exact make and model and certainly not have equipment or graphics on them. Can you please clarify the request for loaner vehicles further and at what time they would be needed to help us prepare our response?

Answer: The loaner vehicle/vehicles would need to be available during any kind of manufacturer's warranty and/or mandatory recall service work and time.

11. 24/7 Roadside Assistance – This is provided by the manufacturer and varies by make and model and has certain mileage restrictions that the vehicle must fall within. With unlimited mileage, there is the possibility that the vehicles will not have 24/7 Roadside assistance during the term of the lease. Can you revisit unlimited mileage and narrow it down to a more exact mileage allowance per year?

Answer: Please submit this proposal with your submission to the ITN. All ideas and suggestions are considered during the evaluation process of the ITN.

12. Vehicle Damage resulting in a total loss – The formula-80% of retail market value –has the potential for the lessor to lose money on the lease which is certainly not what we want. Would the University consider the industry standard formula?

Answer: All ideas, comments and proposals will be considered during the evaluation process.

13. Vehicle Damage Caused by another party –if the other party does not accept full responsibility, the contractor is responsible for making up the deficits, again, the contractor is the responsible party and the deficit is the University's responsibility.

Answer: All ideas, comments and proposals will be considered during the evaluation process.

14. Stolen Vehicles- the formula in the ITN is not industry standard. Will the University accept the industry standard formula?

Answer: All ideas, comments and proposals will be considered during the evaluation process.

15. Warranty Coverage – additional warranties are available and can be purchased and included in the lease to cover requested items for the duration of the lease. Mileage allowance will need to be defined.

Answer: All ideas, comments and proposals will be considered during the evaluation process.

The items below are changes to the specifications as listed in the sections numerated below.

All areas of change are in bold type.

4.13 Warranty Coverage

All vehicles proposed will be covered by a 36-month, 36,000 mile bumper-to-bumper warranty. Proposers will disclose additionally available bumper-to-bumper coverage in the proposal. All powertrain warranty coverage will extend for the duration of the lease period. **Warranty repairs for any vehicle, modifications and up-fitting must be done by a dealer/ service department within a 50 mile radius of the University of Central Florida.**

4.3 Vehicle Usage

a. Vehicles leased under this contract will be used by **UCF employees to conduct approved travel and business as allowed by university policies, procedures and programs. All vehicle operators will have a valid driver's license.**

4.4 Vehicle Modifications and Up-fitting

a. Some of the vehicles ordered through this contract will be modified after delivery. These modifications will be performed by UCF or its Contractors, and will include, but are not limited to:

- The installation of decals and logos
- The installation of emergency lighting
- The installation of two-way radio equipment and mobile computers
- The installation of fuel management hardware and telematics equipment.
- The installation of cages, racks, lift gates, etc.

b. Proposers will need to disclose

- Any limitations on the installation of aftermarket equipment
- The extent of repairs required (if any) after the equipment is removed

c. **UCF may, as needed, request that the cost for modifications and up-fitting be included in the lease cost. Additionally, UCF may request that the leasing entity work with UCF's contractors to perform the modifications and up-fitting and then deliver the fully outfitted vehicle to UCF. Please disclose your ability to provide these services.**

4.5 Vehicle Inspection

Upon receipt of all vehicles leased under this contract, they shall be inspected **by the receiving departmental representative**, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle. Vehicle inspection will take place at the receiving department or mutually agreed upon location.

Vehicle inspections for returning vehicles at the end of lease shall also take place at the receiving department or mutually agreed upon location.



2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

THE BANCORP BANK
JEFFERSON/CREATIVE/MEARS LEASING
405 SILVERSIDE RD STE 105
WILMINGTON, DE 19809-1768

78-8013337667-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer’s sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to www.myflorida.com/dor and select “More e-Services” and then “Verify resale and exemption certificates”
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer’s *Florida Annual Resale Certificate*.

**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**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.2 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.3 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.4	<input type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.6 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.7 Section Not Used			
2.8 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.11 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.13 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.14 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>
2.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>KV</u>

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.42**Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.43	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.47	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.48	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.49 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.51	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
2.52 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
3.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
Appendix II	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
Appendix III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
Appendix IV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV
Appendix V	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KV

Company: The Bancorp Bank

Authorized Representative's Name: Karrie-Lynn Velms

Authorized Representative's Signature: Karrie-Lynn Velms

Date: 3/30/2016

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, The Bancorp Bank 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, amended.

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-contract or 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.

Company: The Bancorp Bank

Authorized Representative's Name: Karrie-Linn Velms

Authorized Representative's Signature: Karrie-Linn Velms

Date: 3/30/16

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: The Bancorp Bank
Authorized Representative's Name: Karrie-Linn Velms
Authorized Representative's Signature: Karrie-Linn Velms
Date: 3/30/16

APPENDIX V

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/nep/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.

Company: The Bancorp Bank

Authorized Representative's Name: Karrie-Linn Velms

Authorized Representative's Signature: Karrie-Linn Velms

Date: 3/30/2016



WHO WE ARE:

Listed on The NASDAQ Stock Market (NASDAQ:TBBK) since 2004, The Bancorp, headquartered in Wilmington, DE and with operations throughout the United States and Europe, is dedicated to setting a new standard in financial services and payments innovation.

WHAT WE DO:

The Bancorp specializes in providing private-label banking and financial services for non-bank companies. In addition, The Bancorp provides a range of commercial banking and financial services in highly specialized areas including, but not limited to: Payments, Health Benefit Banking, Institutional Banking, Leasing and Fleet Management, Government Guaranteed Lending, and Commercial Mortgage-Backed Securitization.

The Bancorp Bank At-a-Glance

- Member FDIC
- Equal Housing Lender
- Assets of \$4.5 billion
(source: Annual Report FY 2014)
- Combined annual processing volume of \$232 billion
(source: Annual Report FY 2014)
- "Top 10" Administrator of Health Savings Accounts
(source: "Health Plan Week", published by Atlantic Information Services, Inc., 2014)
- "Top 20" Originating Bank for ACH Processing
(source: NACHA 2014)
- "Top 10" Merchant Sponsor Bank
(source: The Strawhecker Group 2014)
- "Top U.S. Issuer" of prepaid cards
(source: Nilson Report 2014)
- A "National Preferred Lender"
(source: U.S. Small Business Administration)

Fleet solutions combined with the power of direct lending.

Our team of leasing and fleet specialists is driven to create efficiencies in administrative processes while maximizing cash flow.

Direct vehicle leasing with no middleman.

Our nationwide Commercial Fleet Leasing division is one of the most responsive resources of its kind. As one of the few bank-owned leasing groups in the nation, we can provide borrowers with direct access to the funding source as well as to a specialized team of leasing specialists dedicated to serving their unique needs. Unlike other leasing teams comprised of generalists, our team is comprised of category specialists who understand process, both public and private. The outcome is fully customized – and, at times, surprisingly unexpected – leasing solutions. From vehicle acquisition, tag & title management, up-fitting and cost management through remarketing services, our end-to-end services will keep you on the move.

► FEDERAL LEASING

As a General Services Administration (GSA) Schedule 751 lender, we understand that the most significant challenge facing governmental agencies is balancing the acquisition of needed vehicles and equipment with strict budgetary parameters. Our federal leasing specialists are expert at the federal procurement process and understand how to help federal agencies fulfill both general and classified needs, while managing out-of-pocket costs.

► MUNICIPAL LEASING

Today's municipalities are working with reduced budgets and expanding demands; we are expert at helping them put more equipment on the street while controlling costs. Our Lease/Purchase and Closed-end Lease plans provide the widest range of financing and vehicle options, including aftermarket and vehicle up-fitting requirements for administrative, law enforcement, maintenance, mass transit vehicles and more. All leases are customized and we provide customization for all the vehicles in your municipal fleet as well.

► COMMERCIAL LEASING

Building and managing a fleet takes time and resources that few businesses have. For many, outsourcing the acquisition and management of their fleets is the smartest solution; our commercial leasing specialists act as their one-stop, off-premise leasing department. Carrier agnostic, we offer access to a complete range of commercial vehicles with no established minimums or maximums. As part of your team, our goal is to ensure that working capital is maximized and fleet downtime is minimized. For businesses that require more flexibility with their funding arrangements, we also offer no mileage restrictions, low or no initial cash outlays, and rolled in up-fitting to further keep the process streamlined.

► FRANCHISE LEASING

Our ability to work with franchisors and their local franchisees throughout the country is unmatched. Our customized lease programs are designed to align with the business goals and accommodate the financial needs of every individual franchise owner, from those just getting underway to multi-unit owners. From the choice of individual vehicles to system-specific equipment packages, our team of franchise leasing experts provides everything a franchisee needs to help build a business – and a fleet.

► EQUIPMENT LEASING

To complement our vehicle leasing and fleet management services, we also provide clients with leasing services for specialized equipment. From heavy-duty construction units and medical equipment to general office equipment and more, we offer attractive leasing terms for all business-related equipment, with just as attractive buy-out options at the end of the lease terms.

RELATED CONTENT

NEWS

PUBLIC WORKS TEAM SPENDS SMART FOR NEW FLEET

The Daily Post-Athenian reports how a new fleet of public works vehicles has city employees in Etowah, TN very excited. "This has never happened before in Etowah," said City Manager Matthew Gravley.

**PRICE SHEET
VEHICLE LEASING**

** 18,000 miles/yr*

TERM -- FROM TIME OF DELIVERY	2016 FORD INTERCEPTOR (PURSUIT) \$30,340.00	INTEREST RATE %	MONTHLY PAYMENT - NO BUY OUT - FIXED RATE (AS OF 3/18/2016)	INTEREST RATE %	MONTHLY PAYMENT W/ \$10,000 BUY OUT FIXED RATE (AS OF 3/18/2016)
	<i>18,000 miles/yr</i>				
36 MONTHS		N/A	614.86	3.5%	648.57
48 MONTHS		N/A	521.38	3.5%	507.97
60 MONTHS		N/A	462.42	3.5%	423.74
TERM -- FROM TIME OF DELIVERY	2016 DODGE CHARGER (PURSUIT) \$27,720.00	INTEREST RATE %	MONTHLY PAYMENT - NO BUY OUT - FIXED RATE (AS OF 3/18/2016)	INTEREST RATE %	MONTHLY PAYMENT W/ \$8,000 BUY OUT FIXED RATE (AS OF 3/18/2016)
	<i>18,000 miles/yr</i>				
36 MONTHS		N/A	621.56	3.5%	621.77
48 MONTHS		N/A	504.30	3.5%	485.45
60 MONTHS		N/A	436.26	3.5%	403.79
TERM -- FROM TIME OF DELIVERY	2016 CHEVY EQUINOX \$21,667.00	INTEREST RATE %	MONTHLY PAYMENT - NO BUY OUT - FIXED RATE (AS OF 3/18/2016)	INTEREST RATE %	MONTHLY PAYMENT W/ \$6,000 BUY OUT FIXED RATE (AS OF 3/18/2016)
	<i>18,000/yr</i>				
36 MONTHS		N/A	397.86	3.5%	492.50
48 MONTHS		N/A	355.50	3.5%	384.20
60 MONTHS		N/A	322.67	3.5%	319.33
TERM -- FROM TIME OF DELIVERY	2016 FORD F- 150 TRUCK \$18,430.00	INTEREST RATE %	MONTHLY PAYMENT - NO BUY OUT - FIXED RATE (AS OF 3/18/2016)	INTEREST RATE %	MONTHLY PAYMENT W/ \$6,000 BUY OUT FIXED RATE (AS OF 3/18/2016)
	<i>18,000/yr</i>				
36 MONTHS		N/A	248.00	3.5%	395.89
48 MONTHS		N/A	248.00	3.5%	309.96
60 MONTHS		N/A	248.00	3.5%	258.49

*** Rates, pricing and vehicles submitted are for evaluation purposes only. **