



**Invitation to Negotiate (ITN)
17ITN-12EE
Trademark Licensing Services**

July 26, 2018

TO: Potential Participants

The University of West Florida (hereinafter referred to as University or *UWF*) is soliciting responses to an Invitation to Negotiate for Trademark Licensing Services at the University of West Florida.

Carefully review this Invitation to Negotiate, it provides specific technical information to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return proposal binders in a sealed box/envelope directly to the Procurement and Contracts office before 2:00 p.m. CT, August 23, 2018.** For more information refer to "ITN Information and Instructions" below. **Late or incomplete responses will not be accepted.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting the UWF Procurement and Contracts web site: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. After the posting of award, Respondents may view the ITN files by contacting the Procurement and Contracts representative.

The name of the vendor and other information may be disclosed at a public proposal closing. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, Respondents should be aware that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the UWF Board of Trustees.

Eric Engelmeyer
Senior Buyer, Procurement & Contracts
Phone: 850-474-2629
Fax: 850-474-2090
E-mail: eengelmeyer@uwf.edu

**UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS**

INVITATION TO NEGOTIATE # 17ITN-12EE
Trademark Licensing Services

SUBMITTAL DUE DATE: August 23, 2018 2:00 p.m. CST

Section I

OVERVIEW

A. General Information and Summary

At the University of West Florida, we believe in the power of higher education to drive change: on campus, in our region, across the state and around the world. We are equipping today's students with the knowledge and skills needed to become tomorrow's leaders, blazing new paths, shaping their environment and creating an even brighter future. Based in Pensacola, Florida with additional locations in the region, UWF is home to five academic colleges, offering a variety of bachelor's and master's degree programs, as well as specialist degrees and a doctorate in education. With a student population of nearly 13,000 and an average class size of less than 40, UWF is committed to providing a close-knit academic experience and is consistently named a top "military friendly" University. UWF is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. Additional information, which may be useful to the Respondent, may be obtained by visiting the University's website: <http://uwf.edu/>.

UWF's Intercollegiate Athletics program includes 15 sports which primarily compete in the Gulf South Conference (GSC) of the NCAA Division II: Football, Baseball, Softball, Men's Basketball, Women's Basketball, Men's Cross Country, Women's Cross Country, Men's Golf, Women's Golf, Men's Soccer, Women's Soccer, Men's Tennis, Women's Tennis, Women's Swimming and Diving, and Volleyball. Football is currently played off-campus at the Wahoo Stadium/Maritime Park.

UWF has won nine national championships and 94 GSC conference championships, the most in the history of the GSC. It has also garnered 28 GSC All-Sports Trophies, which recognizes the best overall athletics program for the year. Athletics broadcasts all of its home football, soccer, basketball, volleyball, baseball, softball, and swimming and diving competitions live via the internet on GoArgos.com. This equates to over 100 broadcasts annually.

For more information on all UWF Athletics, visit the Argonauts' official home on the Web, www.goargos.com.

The University's licensing program is contracted through Learfield Licensing Partners. The contract with Learfield terminates September 30, 2018, hence the issuance of this ITN. The vast majority of licensed products are sold through the University Bookstore, which is managed by Follett Higher Education Group. For a listing of companies currently licensed to use the University marks and for more information about the current licensing program, visit the Licensing web page at <http://uwf.edu/licensing/>.

With the advent of football in 2016, the University desires greater exposure for its licensed marks in local retail establishments and online. Along with this increased exposure comes the need for increased protection of those marks and increased revenue in the form of royalty commissions. The University intends to hire a trademark management company, which specializes in collegiate licensing to assist with this endeavor.

The following schedule is royalty trend analysis of UWF for the most recent five-year period.
 *Please note that the royalty rate increased from 8% to 10% on October 1, 2012 and increased from 10% to 12% on April 1, 2017.

Fiscal Year	Gross Revenue	Royalty Rate
2012-2013	\$24,476	8, 10
2013-2014	\$28,662	10
2014-2015	\$38,037	10
2015-2016	\$42,433	10
2016-2017	\$47,507	10,12

The intent of this ITN is to award a contract to a responsible Vendor whose proposal, conforming to this ITN is most advantageous to the University, royalty rate and other factors considered.

Timetable

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

Activity	Time (Central Time)	Date
Issue ITN		July 26, 2018
Written request for explanation due date	12:00 pm CT	August 14, 2018
Estimated issuance of explanation due date	3:00 pm CT	August 16, 2018
Submittal Due Date	2:00 pm CT	August 23, 2018
Estimated Initial Evaluation Meeting		August 29, 2018
Estimated Contract Begins		October 1, 2018

B. Contact Person

The Procurement and Contracts Facilitator and sole contact for this ITN is:

Eric Engelmeyer, Senior Buyer
 Email: eengelmeyer@uwf.edu
 Phone: 850-474-2629
 Web address: <http://uwf.edu/offices/procurement>

Respondents are advised that from the date of release of this ITN until award of the contract, **no contact with University personnel related to this ITN is permitted. All communications are to be directed to the Procurement and Contracts Facilitator listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.** Respondents are fully responsible for obtaining the complete ITN, including all attachments, addenda (if applicable), and any other related information by visiting our web site: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notice/>. It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by Respondent(s) regarding the meaning or interpretation of this ITN must be requested from the above contact person, by e-mail prior to the written request for explanation due date as stated in above Timetable. The explanation response will be issued in the form of an Addendum and posted to the Procurement and Contracts web site as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements resulting from a pre-submittal conference or subsequent written questions shall be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addendum format. Where there appears to be a conflict between the ITN and any addenda issued, the last written addendum shall prevail.

C. Attachments

- Attachment A – ITN Certification Form
- Attachment B – ITN Information and General Conditions
- Attachment C – Sample Agreement
- Attachment D – Minimum Insurance Requirements
- Attachment E – Certification Regarding E-Verify System

D. Response Submission

The University is subject to Section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to section 119.07 exists. Submitted material, which is marked as confidential, will be treated as confidential by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your submission that meets the criteria of a trade secret in the “confidential information” tab noted below in Section IV, “ITN Information and Instructions.”

Submittals including the signed ITN Certification Form must be received by the University of West Florida’s Office of Procurement and Contracts Office by the due date and time as stated in the above Timetable. All addenda, if applicable, shall be signed and submitted as part of your response. Late of incomplete responses will not be accepted.

See Section IV, “ITN Information and Instructions” and Attachment B, “ITN Information and General Conditions” for additional instructions.

Each response is to be submitted in a three-ring binder using index tabs with the appropriate tab identification as requested within this ITN. See Section IV, “ITN Information and Instructions” for more information.

Submit:

- One (1) original, clearly marked as original, which shall contain the original manual signature of the authorized person signing the proposal.
- Four (4) hard copies of the original
- One (1) identical digital electronic copy on USB flash drive or CD of the original

Failure to include the original and all signed copies shall be grounds for rejection of your response without further evaluation.

The outer carton of the response shall include the ITN number, ITN name, and due date.

Each response is to be submitted in a spiral bound or three-ring notebook using index tabs with the appropriate tab identification as requested within this ITN.

Your response shall include the information and required submittals described in the Section IV, “ITN Information and Instructions”, and be numbered with all information appearing in the Tab in which it was requested.

All information and required submittals requested shall be in hardcopy form and included in your written response. Responses shall not refer the University to electronic media such as website, cd’s, disks, or tapes in order to obtain the required information or submittals.

Information submitted that is not requested by the University may be considered to be supplemental, and not subject to evaluation by the committee members.

Any information or required submittals, which due to size or binding cannot be incorporated following the proper tab, may be submitted separately. The location of the information should be provided following the numbered tab.

All required signed and completed copies of the response with the signed ITN Certification Form must be either mailed or delivered to:

UNIVERSITY OF WEST FLORIDA
Office of Procurement and Contracts
ATTN: Eric Engelmeyer
Bldg. 20W Room 159
11000 University Parkway
Pensacola, FL 32514

CAUTION: The executed ITN Certification Form (Attachment "A") must be signed and submitted as part of your response. Failure to do so will disqualify your response.

All addenda shall be signed and submitted with response. Failure to do so may disqualify your response.

(The remainder of this page intentionally left blank.)

Section II

SCOPE OF SERVICES

A. Scope of Services

UWF desires the most thoroughly developed and highest quality professional services available. The following specifications outline the minimum firm requirements for the proposed service. They are provided to assist participants in understanding the objectives of UWF and submitting a thorough response. Responses received must reflect in detail their inclusion and the degree provided.

The University of West Florida intends to negotiate an agreement for the provision of licensing management services which will include providing the services of compliance and enforcement, license management, retail marketing and brand development, accounting, artwork, industry trend advice, legal advice, annual report, on-site visit, etc. It may also include the development and management of licensing policies such as royalty rates, exemption policies, and logo usage guidelines.

The Contractor shall be the exclusive agent to license the use of the University's indicia. It should be noted, however, that the University Bookstore has exclusive rights to sell graduation announcements and only vendors with whom the University Bookstore does business should be granted a license to manufacture graduation announcements containing the University's indicia.

The anticipated date for the contract to become effective is October 1, 2018.

Section III

SPECIAL TERMS AND CONDITIONS

A. Term of Contract

The proposal is to cover an initial period of five (5) years with an option to renew services for one (1) additional five (5) year period. UWF and the Vendor will agree upon renewals in writing.

B. Insurance

Each Respondent shall include written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the proposal.

Upon notification of intent of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts, which shall be in accordance with Attachment D – "Minimum Insurance Requirements". During the term of the contract, the successful Respondent must provide, pay for and maintain such insurance.

C. Public Records

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent, it may meet the definition of a “contractor” within the meaning of Section 119.0701, Florida Statutes, it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.
2. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement 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 UWF in a format that is compatible with the information technology systems of UWF.
5. Failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

D. Background Checks

A Level I background check is required to be performed by the successful Respondent for each employee engaged in providing the services or activities described in this ITN. The successful Respondent must represent that each employee it assigns to provide the services or activities described in this ITN has successfully passed a Level I background check.

The successful Respondent shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level I background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this ITN has successfully passed a Level I background check.

E. Tobacco-Free Campus Policy

The University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings and outdoors on all UWF campus properties. The Contractor must fully comply with this tobacco free policy.

Section IV

ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a

Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein.

Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.

By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.

All provisions of this ITN and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement:

- UWF ITN document, including all attachments and/or Exhibits
- All addenda issued pursuant thereto
- Respondent's proposal
- Best and Final Offer (BAFO)
- UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

B. Submittal Instructions

Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy. Each copy is to be submitted in a three-ring binder using index tabs with the appropriate tab identification.

Tab A Essential Documents

1. Signed ITN Certification Form (see Attachment A).
2. Signed Certification Regarding E-Verify System (see Attachment E).
3. Signed addenda (if applicable).
4. Contact information, including name(s) and title(s), for the individual(s) responsible for Vendor's proposal and negotiations during this process. As well as contact information for the individual(s) who should receive any notices related to this contract if awarded to Vendor.

Tab B Vendor Profile and Experience

1. Summary of company history.
2. Company/Organization legal name and state of incorporation; if incorporated in a state other than Florida, then provide a certificate of good standing from the state of incorporation.
3. Provide a mission statement for your company's established goals.
4. Provide a complete list of past clients and current clients including but not limited to:
 - a. Size of organization
 - b. Length of contract
 - c. Summary statement of work performed
5. Minimum of three (3) professional references within the last five (5) years.
6. Any additional information relevant to vendor's ability to provide high quality services as required by UWF.
7. Information on Vendor's financial resources, conditions and stability.
8. Disclose if the company has ever declared bankruptcy. If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustees' name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy.
9. Attach detailed information regarding any litigation or claims of more than \$5,000.

10. UWF has established a formal licensing program to secure control of the institution's identity, to facilitate the authorization process for legitimate third-party uses and to ensure that the institution receives compensation for the use of its marks. Describe in general and in specific detail your company's experience as it relates to the trademark licensing services to include number of years providing trademark licensing service, especially to universities and other institutions of higher education.

Tab C Marketing and Promotion of the Brand

- A. Specify overall plans for providing the following services:
 1. Serve as UWF's agent to license and market the trademarks, service marks, logos, seals, mascots, designs, name, symbols and insignia (hereafter all are referred to as "marks") of UWF.
 2. Promote the name of UWF through established national vendors and other marketing channels.
 3. Assist UWF in protecting its marks.
 4. Submit for UWF approval, at no cost to UWF, specifications of merchandise, photographs, etc. from potential licensees desiring to sell items bearing UWF's marks.
 5. Perform compliance reviews of licensees conducted by a qualified individual. This individual shall examine the licensee's books to determine that sales of licensed products are properly reported and earned royalty paid.
 6. Perform licensing and marketing services in a manner that preserves the integrity, character and dignity of UWF.
 7. Ensure that all licensed merchandise is of the highest quality.
 8. Perform trademark and licensing services for UWF with compensation based on a commission negotiated by UWF with the Contractor.
 9. Receive its compensation from the licensees authorized by UWF and the Contractor to sell merchandise bearing the marks. UWF shall share in the compensation.
 10. Provide a timely and smooth transition to meeting provisions of the new agreement.
 11. Develop new licensees and provide licensees with a support service.
 12. The Contractor shall not license any item which is in violation of existing NCAA rules or regulations or such rules and regulations as may be adopted prospectively by the NCAA.
 13. The Contractor shall permit UWF's own continued use of its marks on stationery products and other items not-for-resale at no cost to UWF.
 14. The Contractor shall obtain documented approval from UWF prior to authorizing potential licensees to sell merchandise bearing the UWF marks.
 15. The Contractor shall obtain documented approval from UWF prior to making any representation on behalf of UWF.
- B. Describe how your company will promote UWF to include:
 1. Marketing materials.
 2. Merchandise placement in the marketplace.
 3. Resources to enhance or update the UWF Licensing website.

Tab D Management of Licensing Program

- A. Define your company's enforcement capabilities to include:
 1. Enforcement resources available to your company.
 2. Method and schedule for conducting compliance reviews.
- B. Describe your overall administrative management of licenses to include:
 1. Development of licensees.
 2. Describe how a vendor becomes a licensee.
 3. Fees to become licensee.
 4. Describe the types of licenses.
 5. Describe how licensing for non-resale items is handled.
 6. Support services to licensees.
 7. License approval process.

8. Product approval process.
 9. Design approval process.
 10. Information from vendors regarding distribution channels of sales.
 11. Local visits to review market and contract sales.
- C. Describe the educational opportunities and training materials your company can provide to explain upcoming trends in the licensing and trademark industry.
- D. State your company's position on the Labor Code of Conduct for university licensees to include:
1. Options available to UWF.
 2. Labor code standards set by your company.
 3. How your company will monitor and enforce UWF's standards for licensees.
- E. Describe the reports and data your company will provide to UWF to include:
1. Purpose of each report.
 2. Frequency of each report.
 3. Samples of each report.
- F. Provide a detailed plan to ensure timely and smooth implementation of the new agreement based on your response to this ITN.
- G. Provide information regarding your company's personnel:
1. Identify the names and titles of key personnel (include support personnel) who would be assigned to UWF for the trademark licensing service.
 2. Identify the names and titles of the top three (3) executives in your company.
 3. Provide an organizational chart of your company.

Tab E Contract

- See Attachment C for the University's standard contract to be executed with the successful Respondent. If applicable, list any objections to specific contract terms and provide requested replacement contract language. The University reserves the right to accept or reject any suggested replacement contract language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful Respondent will be required to execute the University's agreement.
- The sample Agreement, Exhibits and General Terms and Conditions (see Attachment C) are provided as samples only and will be modified prior to execution to match the scope of services as stated in the ITN. Where there appears to be a conflict between the sample contract documents and the ITN, the ITN shall prevail.

Tab F Confidential Information

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab G, Confidential Information.

Tab G Other Considerations

Any information provided in your submission that was not directly requested by the University will be considered supplemental and must be placed in Tab H, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

Provide description of other considerations firm will provide in support of UWF's mission such as scholarships, scoreboards, tennis court awnings, sponsorship recognition, allocations of product supplied to specified UWF events, use of concessions trailer, etc.

Financial Proposal

Respondents are to submit the following information in one (1) separate, sealed envelope identified as "Financial Proposal" with the firm's name and ITN # 17ITN-12EE clearly marked. Do not include the Financial Proposal in the 3-ring binders.

1. Provide the royalty percentage that your company will distribute to UWF based on the gross revenue generated by the sales of UWF trademark products. Include any thresholds in gross revenue that could increase or decrease the royalty percentage.
2. Describe any proposed enhancements to a contract established by this ITN, not previously mentioned, that could improve the royalty percentage distributed to UWF.
3. Identify any proposed contributions or funding allowances to be established for marketing purposes.
4. Identify any expenses for which UWF would be responsible, including how those expenses are to be paid and whether there is a cap on the expenses.
5. Describe your method of paying royalties.

Indicate any other financial considerations to be provided to University.

Section V

EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process and Criteria

Each response will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive submittal is one which has followed the requirements of the ITN, includes all documentation (including, but not limited to, the signed ITN Certification Form and all other essential documents in Tab A), is submitted in the format outlined in the ITN, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive".

Submittals fulfilling the basic requirements shall be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Team based on the written submittals and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral interviews or presentations. The evaluation will utilize the following broad criteria:

B. Evaluation Criteria and Weights

1. Experience and qualifications of firm (15%) – Committee shall consider relevant experience, qualifications and success in providing services described in this ITN; personnel that shall be assigned to UWF; any information provided in Tab B and other information provided in proposal relevant to vendor's experience and qualifications.
2. Marketing and promotion of the brand (30%) – Committee shall consider the proposed overall plan for providing services, to the level of detail provided, as outlined in Tab C and any other information from the Respondent's proposal deemed relevant to implementation.

3. Management of licensing program (30%) – Committee shall consider enforcement capabilities, administrative management of licenses, educational opportunities, Labor Code of Conduct, reports and data, implementation of services, company personnel, and all details outlined in Tab D and any additional information provided in proposal relevant to this criterion.
4. Financial proposal (25%) – Respondent’s Financial Proposal will be reviewed as outlined in the Financial Proposal submitted in separate envelope.

The Evaluation Team will carefully review the responses and each member shall independently review all responses relative to the above listed criteria. The Team members shall meet to collectively discuss their analyses of the responses and to then formulate a recommendation. Using the process above, the Evaluation Team may recommend that one or more firms be invited to participate in negotiations with the Negotiation Team.

All Respondents are hereby advised that the University may determine that oral interviews, additional written information and/or any other information may be requested at any time during the evaluation process. Internal staff analysis and presentations, outside consultants and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

UWF may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this ITN; postpone or cancel the ITN process; or waive any irregularities in the responses received as a result of this ITN. All expenses involved with the preparation and submission of a response to UWF, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved and executed by UWF.

C. Negotiations and Contract Award

The Negotiation Team will evaluate each financial proposal within the context of each Respondent’s complete response. The Negotiation Team may enter into negotiations with one (1) or multiple Respondents in order to achieve the most effective contract for the University. The University reserves the right to negotiate concurrently or separately with competing Respondents. The award recommendation will be made on a Best Value basis to the firm deemed to have the most advantageous “Best and Final Offer” presented.

The University will not be required to select the lowest cost Respondent. UWF may award a contract based on initial offers received, without discussion. Therefore, each initial offer should contain the Respondent’s best terms from a cost, price and technical standpoint. The University reserves the right to award without negotiation if deemed in the best interest of the University.

Negotiations offer an opportunity for the selected Respondents to discuss their offers with the UWF negotiators and ultimately present a “Best and Final offer” and details that support their business model. The goal of this negotiation process is to identify the optimal outcome or the solution that best meets the needs of UWF.

Representatives of the Respondent(s) selected to participate in negotiation(s) shall be first **required to submit written authorization from the company CEO or CFO attesting to the fact that the company’s lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offeror’s best and final offer**. Such authorization will be requested prior to meeting with the Negotiation Team, and the provision of such authorization will be a prerequisite to continuation in the ITN process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that the University may elect not to solicit a

best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

If the University determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", the University reserves the right to immediately cancel the award, and to place the company on the University's suspended Vendor list.

Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. UWF may reject offers that are determined to not be reasonably supportable. UWF reserves the right to select, and subsequently recommend for award, the proposed equipment/service, which best meets its required needs, quality levels, and budget constraints.

(The remainder of this page intentionally left blank.)