

REQUEST FOR PROPOSALS (RFP) NO. 24-7677
TO
PROVIDE COLLEGIATE LICENSING SERVICES
FOR
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

FEBRUARY, 2024

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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NOTICE TO OFFERORS

The University of Hawaii RFP No. 24-7677, to Provide Collegiate Licensing Services for University of Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All proposal responses must be submitted electronically through HlePRO no later than 2:30 p.m., March 1, 2024.** Proposals received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Offerors are advised that they should not wait until the last minute to submit their proposal through HlePRO. Offerors are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their offeror prior to the RFP due date and time. The University shall not be responsible for any delay or failure of any Offeror to submit any materials updated through the RFP process on a timely basis.

Electronic Procurement

Offerors interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the RFP, to receive the proposal requirements, issue Amendments, and make award for the RFP. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this RFP through reference. Offerors shall review all special instructions located in HlePRO.

Questions and Clarifications

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **February 14, 2024**. Responses will be posted on **February 22, 2024**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner
President, University of Hawaii

Posting Date: February 7, 2024

vendors are responsible for notifying the Procurement Specialist Kurt Minato (e-mail: minato@hawaii.edu) for accessibility concerns related to this RFP.

NOTICE TO OFFERORS

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This Request for Proposals (RFP) is being issued by the University of Hawaii to solicit proposals from Offerors who wish to be considered to provide collegiate licensing services for the University of Hawaii, Honolulu, Hawaii.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement Management:

RFP Advertised and Issued	<u>February 7, 2024</u>
Closing Date for Submission of Questions	<u>February 14, 2024</u>
University Response to Offeror's Questions	<u>February 22, 2024</u>
Closing Date for Receipt of Proposals	<u>March 1, 2024</u>
Proposal Review Period	<u>March 4 – 20, 2024</u>
Contractor Selection and Award	<u>March 27, 2024</u>
Contract Start Date (Tentative)	<u>July 1, 2024</u>

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions via HlePRO. The deadline for submission of questions is no later than 4:00 p.m., Hawaii Standard Time, on February 14, 2024.

Responses to question submitted via HlePRO will be made no later than 4:00 p.m., Hawaii Standard Time, on February 22, 2024.

1.6 SUBMISSION OF PROPOSALS

Offerors shall read, complete, and submit all required information as specified in the Request for Proposals. All proposals must be submitted via HlePRO by the date and time specified on the NOTICE TO OFFERORS. No hardcopy proposals will be accepted.

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror may be disqualified and the proposal may be automatically rejected for any one or more of the following reasons:

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Offeror is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima, Interim Director of the Office of Procurement Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Jim Stein
Licensing Administrator
Collegiate Licensing Office
1337 Lower Campus Road
Honolulu, Hawaii 96822
Telephone: (808) 956-2637
Email: jrstein@hawaii.edu

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Kurt Minato, Procurement Specialist
Office of Procurement Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Phone: (808) 956-7977
Email: minato@hawaii.edu

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 OVERVIEW OF THE UNIVERSITY OF HAWAI'I

The University of Hawai'i (hereinafter referred to as the University), one of the largest employers in the State of Hawai'i, touches the lives of thousands of Hawai'i residents and is increasingly the alma mater of individuals worldwide. The 10-campus University of Hawai'i system is a vital public institution of strong international reputation with unparalleled learning, student experiences, and research activities. The University provides a comprehensive range of educational offerings from vocational training through doctoral programs for an average enrollment of 48,373 students and attracts more than \$500 million per annum in externally funded research and training contracts and grants.

Founded in 1907, the University of Hawai'i System is currently composed of three university campuses; seven community college campuses; three University Centers, and other research extension and educational facilities distributed across six islands throughout the 50th state. In addition to the major research campus, the University of Hawai'i at Mānoa with 19,074 students, the University system includes the 2,593 students of the University of Hawai'i at Hilo on the island of Hawai'i, and 2,913 students at the smaller University of Hawai'i – West O'ahu on the leeward side of the Island of O'ahu. The University of Hawai'i Community College system has four campuses on the Island of O'ahu and one each on the islands of Maui, Kauai, and Hawai'i, making liberal arts and vocational college classes accessible and affordable, easing the transition from high school to college for many students. The education centers are located in the more remote areas of the state and support the rural communities via distance education.

Ideally located in the heart of the Pacific, the University of Hawai'i is the location of choice for business experts and scientists with ties to both Asia and the mainland United States. Experts from both sides of the Pacific find a comfortable home base in Hawai'i's multi-ethnic community.

The University of Hawai'i enrolls more than 2,000 international students from more than 103 countries. Eighty-four percent of international students are from the Asia-Pacific countries. The University maintains approximately 130 agreements with educational institutions in 28 countries, facilitating exchange opportunities for students and faculty.

The University of Hawai'i Alumni Association serves more than 290,000 alumni in 60 states and 125 foreign countries.

The University of Hawai'i at Mānoa (hereinafter referred to as UH Mānoa) is the home of the Rainbow Wahine and Rainbow Warriors. A conference and national athletic powerhouse, UH Mānoa offers a diverse National Collegiate Athletic Association ("NCAA") Division I athletics program. More than 500 student athletes compete on 20 men's, women's, and coed varsity teams. UH Mānoa competes in the following varsity sports: football in the Mountain West Conference, men: baseball, basketball, golf, tennis, and volleyball, women: basketball, beach volleyball, cross country, golf, sailing, softball, soccer, tennis, track and field, volleyball and water polo, co-ed cheerleading in the Big West Conference ("BWC"), men's and women's swimming and diving in the Mountain Pacific Sports Federation ("MPSF"), and co-ed sailing in the Pacific Coast Intercollegiate Yacht Racing Association ("PCIYRA"). Under an agreement with Hawai'i based broadcast stations Oceanic Sports and UH Manoa Athletics, broadcasts will air in Hawai'i on OC16 Sports and/or cable pay-per-view.

The University of Hawai'i at Hilo (hereinafter referred to as UH Hilo) is a member of the Pacific West Conference ("PacWest") in Division II for 11 sports and the NCAA. The UH Hilo Vulcans compete in the following varsity sports; men: baseball, basketball, cross country, golf, soccer and tennis; women: basketball, cross country, golf, soccer, softball, tennis, and volleyball.

The University currently has an established successful Collegiate Licensing Program. There are approximately 199 licenses that have been issued in the University's name by the University's current licensing agent.

It is the University's intent to continue to expand and improve the collegiate licensing program through a comprehensive management program including but not limited to trademark enforcement, reporting, strategic initiatives, and expansion of emblematic product placement at retail. To accomplish this, the University is currently soliciting proposals from qualified companies to out-source a portion of these services while retaining sole approval rights for use of the University trademarks, including artwork review.

2.2 BACKGROUND INFORMATION

Introduced in 1983 as a two-year pilot program, the University's Collegiate Licensing Program has continued to flourish for the past 40 years. The collegiate licensing program was established to protect and control the use of the University's name, identifying trademarks, verbiage and symbols. The University currently has a number of commercially marketable trademarks associated with the University registered with the United States Patent and Trademark Office. The collegiate licensing program was also designed to establish a cooperative relationship with licensees to develop the market for "officially licensed products of the University of Hawai'i" and to promote

a relationship through which the University, its licensees, and the consumer-public will benefit.

Since its inception, the demand for University of Hawai'i emblematic merchandise has grown into a multi-million dollar industry at the retail level. Given the current economic conditions in Hawaii, careful consideration will be given to selecting an agent whose services are fiscally beneficial to the University.

The Collegiate Licensing Office manages the use of University indicia for the 10 system campuses. To control the use of the University indicia, campuses, department and affiliated organizations, are strongly encouraged to purchase emblematic merchandise for both resale and internal use through licensed vendors. The Current annual royalty guarantee is \$250.00 for standard apparel licenses. There are no royalty advances for internal use agreements since all royalties attributable to the production of the internal use items are exempt from royalties. The University's royalty rate is twelve percent (12.0%), which is in parity with the industry norm. The University will re-evaluate its royalty rate annually, but does not have plans to increase it at the present time. The University does not have any minimum royalties per unit for any of its product categories. License agreements are issued for a period of one year.

The University currently waives royalties associated with emblematic merchandise that is produced for internal campus/departmental use, and for emblematic uniforms and equipment that are used by the University's athletic teams and departments. Internal use items include: 1) stationery including letterheads, business cards, envelopes for university organizations; 2) instructional material that is required as part of a basic course curricula which carry references to the University or are imprinted with the University indicia; 3) brochures, newsletters, maps and other printed collateral associated with university organizations; 4) books, periodicals and other scholarly material published by the University of Hawai'i Press, or other division or department; 5) institutional signage, banners, flags, posters or vehicles that incorporate the University indicia, 6) emblematic items that are used by student groups and given to its membership to promote the visibility of the group on campus and at community events, and 7) emblematic items that are used by the university organization for non-commercial activities and events that are related to the University organization's function and purpose. The University has waived royalties for emblematic promotional items that are given away at athletic venues as a value added item to promote the "fan" experience, and which are co-branded merchandise with Athletics Department corporate partners where the items are deemed to be spirit items, which may include both apparel and non-apparel items. The University has also waived royalties for Athletics Department corporate partner co-branded items that are sold at retail that promote the Athletics Department and attendance at various athletic venues. The University retains the sole right to waive royalties when

it is deemed to be in the best interest of the University.

The use of the University trademarks in films, motion pictures, commercials, public service announcements, educational material and seminar presentations are not covered by this request for proposals. While the University may seek input on current industry standards, the University retains the sole right to waive royalties when it is deemed to be in the best interest of the University.

The UH Mānoa intercollegiate athletics program entered into a ten-year agreement with IMG effective July 1, 2017, to be its sole and exclusive worldwide service provider for and licensee of UH Manoa Athletics in connection with sports marketing, promotion and commercial rights for UH Manoa Athletics' collegiate athletic programs. The UH Hilo intercollegiate athletics independently operate its corporate partnering, multi-media and broadcasting rights, game/event promotions and stadium/arena signage programs. The corporate partnering, multi-media and broadcasting rights, game/event promotions, and stadium/arena signage programs or revenues derived from either the UH Mānoa and/or UH Hilo intercollegiate athletics programs are not covered by this request for proposals. However, all co-branded emblematic premium gifts and giveaway items bearing the University indicia should be purchased from University licensees. In exceptional circumstances, the University has agreed to waive royalties on emblematic merchandise when it is deemed to be in the best interest of the University (i.e., the financial gain to the athletics department, and/or public relations exposure for the department and/or campus outweighs the royalty revenues derived through licensing on a specific promotional product).

The UH Mānoa intercollegiate athletics program entered into a four-year agreement with adidas, effective July 1, 2021, to be its exclusive official outfitter and supplier of all the varsity athletic teams, coaches, and staff of the UH Mānoa Athletics Department (Exhibit B). Via this agreement, the University has agreed that it will not enter into a direct agreement with Nike, Adidas, Reebok, Russell, New Balance, Oakley, Lululemon, or Puma, granting a license during the term of the adidas Team agreement to use any of the trademarks associated with UH Mānoa Athletics for team activities.

Through agreements between the UH Mānoa intercollegiate athletics program and both the National Collegiate Athletic Association (NCAA) and the Mountain West Conference (MWC) for football and the Big West Conference (BWC) for all other sports, the University currently participates in video game, trading cards and other promotional activities. Agency fees attributable to these projects are currently paid to the Collegiate Licensing Company or directly to the conference. Duplicate payments of agency fees that have already been paid to one agency will not be paid to another agent.

Emblematic merchandise sold to the Bookstore for resale is subject to royalties. The University does not have a labor code of conduct.

The University is engaged in a re-examination and definition of its brand identity. To capitalize on the promotion and marketing of this graphic identity, the University is seeking a licensing agent with the expertise and ability to: 1) provide contract administration and compliance services, 2) provide trademark protection and enforcement services, and 3) expand the market and availability of University emblematic merchandise in Hawaii and the continental United States.

2.3 STATEMENT OF WORK/SERIVCES TO BE PROVIDED

2.3.1 REQUIRED SERVICES:

A. UNIVERSITY RELATIONS/ACCOUNT MANAGEMENT

Contractor shall assign a minimum of ONE (1) qualified representative to serve as the lead contact for the University. Contractor shall provide the qualifications and relevant experience of the representative that will be assigned to the University's account. Contractor's representative shall be familiar with the University's market both in Hawaii and the continental United States, and have experience in working with Universities that are similar in size and located in similarly situated tourist destinations. The Contractor's representative shall be responsible for all follow through and for assuring responses to University concerns. Contractor's representative may be asked to assist the University in setting a strategic direction for the program.

B. LICENSING ADMINISTRATION

Contractor shall provide licensing administration as follows:

1. Provide the necessary support and work with the University's Collegiate Licensing Office and the Office of the University General Counsel in ensuring that all license agreements issued on behalf of the University are in compliance with the University's policies and the laws of the State of Hawaii.
2. Inspect and verify the quality, safety, and suitability of any product to carry the University's indicia.

3. When requested, provide product testing and other standards to minimize the liability of the University's licensed products.
4. When requested, as part of the licensing process, submit samples of any licensed item to the University, at no cost to the University. Contractor shall maintain samples at its location, as a part of the licensing process. Any sample that a licensee does not request be returned shall become the property of the University and the Contractor shall forward all samples to the University at the University's expense via the most economical method.
5. Develop and distribute to licensees:
 - a) Camera-ready and/or digital artwork of the University trademarks, and
 - b) Guidelines for the use of said artwork in the development of graphics.
6. Provide electronic access to a web-based artwork approval tool which allows the licensee to submit graphics online for the University's review.
7. Provide electronic access to a licensee database, including but not limited to, licensee names, their aliases (dba, aka, etc.), licensing contacts, addresses, telephone numbers, fax numbers and a list of the products each licensee is authorized to produce to the University's Collegiate Licensing Office.
8. Provide a sample of the standard licensing agreement for University clients. In the event the Contractor's standard license agreement is modified, Contractor shall provide a sample of the modified license agreement.
9. Provide a sample of the standard licensing agreement and the different types of license agreements that are offered to licensees to manage the University's licensing program. In the event the Contractor's license agreements are modified, Contractor shall provide a sample of the modified license agreements.

C. ROYALTY REPORTING/ADMINISTRATION

Contractor shall provide royalty reporting/administration as follows:

1. Provide electronic access to Contractor's database relating to the tracking of royalties by licensee and provide comprehensive reports to the University on royalties collected on a quarterly basis. Reports shall include gross royalties collected from each licensee and a summary of the fees that are split between the University and the Contractor.
2. Provide checks and audit trails of the allocation of University royalties received from licensees.
3. Provide electronic access to Contractor's database to allow the University's timely review of detailed reports and analyses of quarterly and annual royalties.
4. Transmit to the University, the University's share of royalty revenues no later than THIRTY (30) calendar days after the close of each calendar quarter via electronic transfer of funds or check, together with a report detailing the royalties collected during the calendar quarter. In the event that the University's share of royalty revenues is received after the THIRTY (30) calendar days after the close of each calendar quarter, the University may charge the Contractor interest equal to the prime rate at the end of the quarter plus two percent.
5. In limited instances, the University reserves the sole right to waive royalties when it is deemed to be in the best interest of the institution. The University will weigh the benefits of other financial remuneration such as corporate partnering and/or sponsorship revenues, in addition to the positive good will, educational and/or promotional exposure for the university, in evaluating whether or not a waiver request will be made.

D. CONTRACT COMPLIANCE, TRADEMARK PROTECTION AND ENFORCEMENT PROGRAM

Contractor shall provide contract compliance, trademark protection and enforcement programs as follows:

1. Conduct compliance reviews/audits of local, regional and/or national companies on behalf of the University.

a) Regional and national companies: Contractor shall select a minimum of FORTY (40) companies to be audited each contract year. It is recognized that not all companies selected for audit are current licensees of the University; however, the University shall be included in these audits.

In the event that the number of companies audited in a contract year is below FORTY (40) due to unforeseen events, the minimum of FORTY (40) companies may be the average of the companies audited over a three-year period, which includes the contract year and the two years prior to the contract year.

b) Local, Hawaii-based licensees: University and Contractor shall work together to identify licensees to be audited each contract year.

c) In addition, to validate the proper remittance of royalties, Contractor shall perform annual audits that represent a minimum of FIFTEEN PERCENT (15%) coverage based on collected royalty revenues during a fiscal year (July – June). Due to the fluctuation in annual royalty revenues that are collected, particularly if there is substantial growth in the collection of royalties from one year to another, the minimum FIFTEEN PERCENT (15%) coverage may be the average over a THREE (3)-year period. In the event that the percentage is not met, University will also take into account whether or not the minimum number of audits were performed, which may also be an average over a THREE (3)-year period.

2. Provide trademark protection and enforcement programs in each of the following areas:

a) Local, regional and national network of resources to:

1. Identify infringement in traditional and non-traditional retail segments, and

2. Quickly and aggressively respond with appropriate remedies.

- b) Enforcement of trademark protection on the internet, including but not limited to online auctions, use of trademarks by non-University of Hawaii entities or third parties that are not authorized to use the trademarks.
- c) Provide internal and/or external resources to assist with trademark applications, renewals and other required filings, as needed and requested, including collecting necessary information and specimens required for filing with the U.S. Patent and Trademark Office.

In the event that Contractor uses external resources to assist with the trademark applications, renewals and other required filing, Contractor agrees to advance all fees associated with the applications, renewals or other filings and will off-set it against royalty collections for the quarter in which said fees were advanced.

- d) Game-day and post-season enforcement programs.
3. Provide a licensee contract compliance program, including process, methods of collecting contract compliance data, staffing assigned to resolving these issues, and track record of royalty collection from these issues.
 4. Work with licensees to address contract compliance concerns and to amicably resolve issues that may arise.
 5. Provide licensees access to a recognizable label for identifying officially licensed collegiate merchandise and monitor the use of said label.
 6. Conduct marketplace enforcement activities. Discuss what constitutes the marketplace (i.e., traditional and non-traditional retail, internet retailing and auctions, non-commercial use of the trademarks, etc.), how much infringement is found in the various sectors of the marketplace and how each is monitored.

7. Have access to qualified licensing/intellectual property counsel to address licensing and trademark related questions.

E. RETAIL SIGNAGE, CAMERA-READY ARTWORK AND STYLE GUIDE

Contractor shall provide creative services as follows:

1. Work with the University to develop a university-specific retail signage campaign to promote the sale of officially licensed university products during the first year of the contract. Since the signage concept may be used over a period of years, the University shall request updates to the signage. The signage shall include but not be limited to: point of sale materials such as posters and banners for major retail account that sell officially licensed products in the State of Hawaii, media advertisements promoting the purchase of licensed products, etc.
2. Provide technical support relating to: (1) artwork: digital logo development and custom logo development; and (2) updating of style guide.

F. TECHNOLOGY SERVICES

Provide technology tools to manage the University's licensing program, including but not limited to incorporating historical licensee database information into Contractor-provided database.

G. LICENSING EXPERTISE

To keep abreast of collegiate licensing issues and concerns, Contractor shall attend licensing industry trade shows, educational seminars and/or meeting with local, regional and national retailers to: 1) identifying new markets, new licensees, and/or new products; 2) meet with existing licensees; 3) meet with existing and new retailers; and 4) when requested, provide background information, best practices of other comparable institutions and industry practices to: a) assist the University in developing policies and procedures, b) discuss strategies to enhance and grow the licensing program, and c) address unique situations that arise as a result of the use of the University's trademarks.

H. STRATEGIES FOR INCREASING ROYALTY REVENUE

Contractor shall grow the University's licensing revenue by exploring new markets, untapped markets, and maximize existing relationships.

I. TRANSPORTATION/TRAVEL

1. Significant travel by the Contractor may be required to provide the collegiate licensing services especially in connection with trademark enforcement efforts and pursuit of marketing opportunities on behalf of the University. All travel costs, including but not limited to, travel arrangements, transportation, meals and lodging, etc., will be the sole responsibility of the Contractor.
2. Contractor shall visit the University a minimum of TWO (2) times per year and meet with licensees, UH leadership, stakeholders and retailers.

2.4 MINIMUM QUALIFICATIONS

- A. Contractor and/or its qualified representative who is assigned to the University's account shall have a minimum of FIVE (5) years' experience and visibility in the industry as a licensing company or agency representing collegiate licensing programs.
- B. Contractor and/or its qualified representative who is assigned to the University shall have experience and history in representing a minimum of FIVE (5) university/college clients, sports organizations, conferences or other similar entities.
- C. Contractor shall have experience and history in successfully representing licensing programs for institutions (i.e., those that generate more than \$400,000 annually) in the licensing of their marks.

2.5 DESIRABLE QUALIFICATION

Contractor shall have knowledge about Hawai'i and the Asia-Pacific Region.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Business Classification

Recent Experience

Project Narrative

Fee Structure

References

Offeror's proposals should include each of the appendices and be placed in the order provided in sections 3.2 through 3.6. To assist the Offeror, a checklist and Appendices A through E are provided as a separate document.

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 BUSINESS CLASSIFICATION CERTIFICATION STATEMENT (Appendix B)

Offeror shall complete and submit the Business Classification Certification Statement document with the proposal.

3.4 OFFEROR'S EXPERIENCE (APPENDIX C)

Offeror shall complete and submit APPENDIX C, Recent (Within Last FIVE [5] Years) Experience.

3.5 PROJECT NARRATIVE (APPENDIX D)

The following information and format shall be used to evaluate submitted proposals. All OFFERORs are requested to consider the following as MINIMUM information to be provided.

A. UNIVERSITY RELATIONS/ACCOUNT MANAGEMENT

1. Provide an overview of your company and the services that are provided, including but not limited to contractor's years in business, type of services provided, visibility in the collegiate licensing industry, experience in contract management, experience in providing compliance review services, etc.),
2. Resumé of the representative(s) who would be designated as the contact(s) for the University's account, and
3. Listing of all other accounts for which this representative has served as lead contact

B. LICENSING ADMINISTRATION

1. Provide a summary of the staff and department structure of Offeror's licensing administration staff. Indicate the responsibilities of each staff member.
2. Outline the Offeror's specific resources and policies regarding Offeror's ability to inspect and verify the quality, safety and suitability of any product to carry the University's indicia.
3. Provide a specific summary of the product testing and other standards required by the Offeror relative to minimizing the liability of the University's licensed products.
4. Provide a summary of the how the Offeror's artwork approval tool works and indicate the length of time that the reviewed graphics are accessible to the University for review and the availability of archived files for the University to download and review.
5. Indicate the Offeror's willingness to submit samples of any licensed item at no cost to the University as a part of the licensing process. Discuss the Offeror's position on maintaining samples at its location as a part of the licensing process.

6. Provide a summary of the how the Offeror's licensee database works, and samples and the types of reports that are accessible to the University.
7. Provide specific information on any special licensing programs that the Offeror has developed and implemented for university clients to capitalize on university's successes (e.g., commemorative dates, national championships, etc.).
8. Provide a list of the different types of license agreements that are offered to manage the University's program:
 - a) Provide a sample of each licensing agreement and explain how and when each is used; and
 - b) Describe the process for approving new licensees.
9. Explain the Offeror's artwork approval tool, including reports and how the University will have access to the tool. Indicate whether there are personnel in the office that are able to provide online graphic review services, in the event that the University's licensing staff is not able to do so for an extended period of time.

C. ROYALTY REPORTING/ADMINISTRATION

1. Describe the method by which the Offeror will track royalties by licensee and product category and provide comprehensive reports to the University on royalties collected.
2. Explain the Offeror's electronic database system and how the University will have access to that database.
3. Describe the checks and audit trails that will be used by the Offeror in the allocation of University royalties received from licensees.
4. Provide samples of reports that would be provided to the University in the analysis of quarterly and annual royalties.
5. Describe how quarterly checks are transmitted to the University and whether or not electronic transfer of funds is available.

D. CONTRACT COMPLIANCE, TRADEMARK PROTECTION AND ENFORCEMENT PROGRAM

1. Provide a listing of licensees audited by the Offeror during fiscal year ended June 30, 2023 on behalf of universities whose accounts generated revenues between \$350,000 and \$750,000 for which it serves as licensing agent. An audited licensee is defined as any audited company with which the Offeror licensing company had a license agreement during the 2022 calendar year. Describe any additional activities that the Offeror uses to educate licensees about proper royalty reporting techniques.
2. When auditing regional and national companies, describe how the University will be included in these audits.
3. Describe, including specific examples, the licensing Offeror's trademark protection and enforcement program in each of the following areas:
 - a) Local, regional and national network of resources used to (1) identify infringement in traditional and non-traditional retail segments, and (2) to quickly and aggressively respond with appropriate remedies. Include information as to specific enforcement actions that you have taken, conducted or participated in; number of items seized or confiscated; and where applicable, indicate names of law enforcement agencies involved in the action(s).
 - b) Internet, online auctions, and use of trademarks by non-University entities or third parties not authorized to use University trademarks. Include information on the frequency of monitoring these activities, enforcement action taken and the results.
 - c) Game-day and post-season enforcement programs, including specific enforcement actions that you have conducted or participated in at events such as regular season athletic events, bowl games, championship events, and post-championship enforcement. Describe the scope of such actions and the results obtained. Discuss costs incurred for these actions and how they were funded. Also indicate the number of enforcement staff that the Offeror has on staff and the availability of these staff to the University in a hot market situation. Indicate whether or not the Offeror has a program in place to maintain seized inventory at no cost to the University as a part of its infringement resolution program, and how the seized inventory is destroyed.

- d) Internal and external resources to assist with trademark applications, renewals and other required filings as needed and requested, including collecting necessary information and specimens required for filing with the U.S. Patent and Trademark office. Discuss experience in assisting with these activities.
 - e) How enforcement activities will be handled, including process (i.e., cease and desist letters, working with law enforcement officials, etc.) and effectiveness of these activities.
4. Discuss the availability of qualified licensing and intellectual property counsel on-staff. Identify any and all fees associated with access to this staff. Indicate the level of collegiate trademark and/or general intellectual property experience of any on-staff counsel and their number of years with the Offeror.

E. RETAIL SIGNAGE, CAMERA-READY ART AND STYLE GUIDE

- 1. Indicate the number of staff members that the Offeror has assigned to performing marketing and creative services on behalf of client universities. Briefly describe the background and qualifications of these individuals.
- 2. Describe in detail how the Offeror will work with the University to develop an annual university-specific retail signage campaign to call attention to and promote the sale of officially licensed products.
- 3. Provide examples of university-specific retail signage campaigns that have been developed by the Offeror for use by university clients.
- 4. Provide a specific synopsis of the technical qualifications of the Offeror as it relates to artwork, digital logo development, and custom logo development. Indicate the specific types of equipment and software used for these services and the technical qualifications of the staff assigned to these areas.

F. TECHNOLOGY SERVICES

Provide a brief overview of the Offeror's current and future technology tools that will be used in the management of the University's licensing program. Indicate the specific capabilities of any system(s) that the University, licensees, and retailers will be able to utilize and how they are beneficial to managing the University's licensing program. Describe your commitment to technology and how your employees focus on technology in their roles and responsibilities.

G. LICENSING EXPERTISE

1. Provide a list of all licensing industry trade shows that are attended by Offeror's staff on an annual basis. Describe the specific activities provided on behalf of client universities while in attendance at these shows.
2. Describe the Offeror's involvement in other educational programs specific to the collegiate licensing, legal, and marketing arenas. Indicate presence at any other educational meetings relevant to collegiate trademark licensing and marketing.
3. Provide a brief statement on the Offeror's position on new market development, specifically as it relates to identifying new markets, new licensees, and/or new products. Indicate the number of staff members assigned to new market development and provide specific examples of successful programs that have been developed as a result of these efforts. In particular, examples should focus on identifying new licensees and distribution channels.
4. Provide a brief summary of the current and future projects that the Offeror is working on to enhance market share for its university clients. Indicate the Contractor's specific involvement in bringing these programs(s) to fruition for its university clients.
5. Provide a complete list of the retail store(s) where the Offeror held meetings with the key store buying and/or marketing personnel during the past fiscal year. Indicate specific locations for all of these retail locations and indicate whether the store buyer has local buying authority or national buying authority.
6. Cite specific examples of involvement that the Offeror has had at the locations of key national licensees meet and/or provide presentations with key local and/or national licensees sales and/or marketing staff to discuss increasing University merchandise sales.
7. Cite specific examples of involvement that the Offeror has had at universities similar in size to the University of Hawaii and that are located in tourist destinations and discuss how the University's emblematic merchandise are promoted, distinguished from tourist driven merchandise in non-traditional collegiate markets.

8. Discuss strategies to enhance and grow the University's licensing program and revenues, including a timeline on how any changes will be implemented. Cite specific examples of involvement that the Offeror has had with universities similar in size to the University of Hawaii where the strategies have been instituted and/or accomplished.
9. Describe how you would manage the relationship with the University's Collegiate Licensing Office and University administrators.
10. Describe how you would engage licensees and potential licensees located within Hawaii.
11. Describe how you would pursue licensing opportunities on behalf of the 10 campus University of Hawaii System while meeting the needs of each campus.

3.6 FEE STRUCTURE (APPENDIX E)

Offerors shall provide all cost associated with providing the collegiate licensing services as detailed in APPENDIX E.

3.7 REFERENCES (APPENDIX F)

Offerors shall provide a minimum of at least FIVE (5) references who can attest to the reliability of the Offeror's service and personnel. Furnish the names of companies, addresses, phone numbers, and contact persons. The University reserves the right to contact the references for additional information.

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

4.1 Evaluation Process

An initial evaluation of all proposals received shall be conducted based on the criteria set forth below in Section 4.2, Initial Evaluation. Each individual on the evaluation committee will provide scores for each Offeror not to exceed the maximum amount of points allowed (100) for the initial evaluation. The scores for all of the individuals on the evaluation committee will be totaled and averaged for each Offeror. The University will select the top THREE (3) Offerors receiving the highest average score for the initial evaluation.

The top three Offerors as determined by the initial evaluation shall be required to give an oral presentation of their proposal to the evaluation committee. The Technical Representative shall contact the top THREE (3) Offerors of the initial evaluation to schedule a date and time for oral presentations.

The final evaluation shall be based on the criteria set forth below in Section 4.3, Final Evaluation. Each individual on the evaluation committee will provide scores for each Offeror not to exceed the maximum amount of points allowed (150) for the final evaluation. (The scores from the initial evaluation will be carried over to the final evaluation). The scores for all of the individuals on the evaluation committee will be totaled and averaged for each Offeror.

Award of the contract, if awarded, shall be made to the Offeror receiving the highest combined score based on the initial and final evaluations.

4.2 Initial Evaluation

- | | | |
|----|--|----------------------|
| A. | Contractor's Qualifications | Maximum of 10 points |
| 1. | Experience of the Contractor in the licensing industry – years in business, types of services provided, visibility in the industry, experience in contract management and compliance services. (Maximum of 5 points) | |
| 2. | Management summary, client references, qualifications of personnel assigned to the University. (Maximum of 5 points) | |

B. Quality of the proposal

Maximum of 55 points

1. Thoroughness and comprehensiveness of the proposal – meets service requirements. (Maximum of 4 points)
2. Licensing administration and royalty reporting: Ability to do, and past history of providing these services for clients similar in size to the University. (Maximum of 4 points)
3. Contract compliance, trademark protection and enforcement program: Ability to do, and past history of searches for unlicensed merchandise on the internet and in University market area, enforcement against and education infringers, for clients similar in size to the University. (Maximum of 4 points)
4. Retail signage, camera-ready artwork and style guide: Ability to do, and past history of developing marketing, advertising and/or retail signage, camera-ready artwork and style guides that are provided for clients similar in size to the University, to increase licensing revenues. (Maximum of 4 points)
5. Customer service: Ability to do, and past history of service performance and ability to work with program partners including University personnel, licensees and retailers, for clients similar in size to the University as communicated by Contractor's references outlined in Appendix C. (Maximum of 5 points)
6. Technology service: Ability to do, and past history of providing electronic access to a web-based artwork approval tool and licensee database, including but not limited to incorporating historical licensee database information into Contractor-provided database. Ability to provide online graphic review services, in the event that the University's licensing staff is not able to do so for an extended period of time. (Maximum of 5 points)
7. Promotion of University merchandise in non-traditional collegiate markets: Ability to do, and past history of service performance to expand the market for University merchandise into retail segments that do not traditionally carry collegiate merchandise. (Maximum of 4 points)
8. Strategies for increasing royalty revenue: Contractor shall provide a proposed plan of your company's strategy for growing the University's licensing revenue, including a tentative timeline on when you anticipate various benchmarks to be met. (Maximum of 25 points)

C. Fee Proposal

Maximum of 35 points

Fee proposal: Total cost of services to be provided to the University as described in this RFP. (Maximum of 35 points)

Overall, a maximum of THIRTY-FIVE (35) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of the 35 points. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$$[\text{Lowest Cost Proposal} \times 30 \text{ points (max.)}] / [\text{Offeror Proposal Cost}] = \text{Points}$$

The University's summary of gross royalties collected and fees paid to agents are attached herewith as ATTACHMENT A for information purposes in assisting the Offeror in developing a current fee structure. It is understood and agreed gross royalties shown in the royalty summary for proposal purposes only and should not be considered firm. In the event that the University's gross royalties do not materialize in these amounts, such event shall not constitute the basis for an equitable adjustment under this contract.

Initial Evaluation, Maximum Possible Points: 100

4.3 Final Evaluation

Oral Presentation of the Company's Work

Maximum of 50 points

Presentations may be in-person, via teleconference, Skype or through other means that are agreeable to both the University and the Offeror.)

A. Overview presentation of company's services. (Maximum of 10 points.)

- Provide an overview of how company's client portal assists clients with design reviews (5 points)
- Provide an example of how revenues are reported and tracked between company and client (5 points)

B. Presentation of one or more examples of how the company has successfully managed the licensing program of a client that is similar in size and revenue generation capability to the University of Hawaii, to increase said clients: 1) exposure in the retail sector, and 2) revenue generation capabilities. Include an explanation of the process employed. (Maximum of 30 points.)

C. Provide an example of how company plans to communicate with University's licensing, bookstore and athletic staff and the regularity of such communication.
(Maximum of 10 points)

Final Evaluation, Maximum Possible Points: 50

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of Collegiate Licensing Services shall be in accordance with terms and conditions of RFP No. 24-7677 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

5.2 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Jim Stein, Licensing Administrator, telephone (808) 956-2637.

5.3 REFERENCES

The UNIVERSITY reserves the right to contact the references named in Appendix F, REFERENCES, and to reject a proposal submitted by any OFFEROR whose performance on other projects has been unsatisfactory.

5.4 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.5 BEST AND FINAL OFFERS

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the University. If the University requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested, and after best and final offers are received, final evaluations will be conducted by the University for purposes of award of the contract.

5.6 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.7 TRANSITION PROCEDURE

In the event that the University's collegiate licensing program results in a transition away from the University's current contractor/agent, the University shall continue to pay the current contractor/agent the applicable contract "percentage to contractor" on the royalties generated through June 30, 2024 on all third-party license agreements that are in effect for the quarter ending on June 30, 2024. It is expressly understood that the University will only pay the agent who was representing the University and responsible for generating said royalties. While collection of the royalties may be made by the new contractor/agent, the University will not pay duplicate royalties on the royalties generated during the quarter ending June 30, 2024. As part of the transition period, the University's current contractor/agent may elect to collect the royalties as prescribed in the third-party license agreements and shall remit the collected amount, less its fees to the University, within THIRTY (30) days of said collection. The University's current contractor/agent shall be responsible for developing a communication plan to notify licensees of non-renewals after June 30, 2024.

5.8 TERM OF CONTRACT

The initial term of contract shall be for a period of THREE (3) years commencing on the date designated in the Notice to Proceed. Thereafter, the contract may be renewable from year to year for TWO (2) additional years for a total of FIVE (5) years, upon mutual agreement of the parties in writing, NINETY (90) days prior to the annual renewal date, contingent upon the availability of funds. In addition, the University may terminate this contract at any time, upon THIRTY (30) days' prior written notice.

5.9 INSURANCE

CONTRACTOR shall, and shall ensure that all CONTRACTOR Agents shall, during the entire term of the CONTRACT, at no cost to UNIVERSITY, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

A. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the CONTRACTOR and/or the CONTRACTOR Agents within, on, or about the Premises and/or the UNIVERSITY Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit
 \$1,000,000.00 Each occurrence
 \$2,000,000.00 General Aggregate per policy year
 \$2,000,000.00 Products and Completed Operations Aggregate per policy year
 Personal/Advertising Injury – Each occurrence \$1,000,000.00
 Medical Expenses -- Any one person \$5,000.00
 Damage to Rented Premises – Each occurrence \$250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section 5.14 (Insurance) covering the CONTRACTOR's conduct of the services on or within the Premises and/or the UNIVERSITY Campus and all of the activities and operations of the CONTRACTOR and the CONTRACTOR Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UNIVERSITY shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the CONTRACTOR and the CONTRACTOR Agents on or about the Premises and/or the UNIVERSITY Campus, with coverage, amounts, and limits as required by law.
- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The CONTRACTOR shall ensure that the CONTRACTOR Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by UNIVERSITY in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the CONTRACTOR or the CONTRACTOR Agents and/or the conduct of the services.

B. Common provisions. Each insurance policy that CONTRACTOR and/or any of the CONTRACTOR Agents are obligated to obtain under the CONTRACT shall be subject to the following:

- (1) Notice of changes. CONTRACTOR will be required to notify UNIVERSITY of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
- (2) UNIVERSITY insurance not primary. Insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents pursuant to this CONTRACT will be primary and any UNIVERSITY insurance will apply only in excess of and not contribute with such insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents.
- (3) Name UNIVERSITY as an additional insured. UNIVERSITY shall be named as an additional insured on all insurance coverage that CONTRACTOR and/or any CONTRACTOR Agent is required to obtain under the CONTRACT except for workers compensation and employers liability insurance.
- (4) Waiver of subrogation. All insurance obtained by CONTRACTOR will contain a waiver of subrogation endorsement in favor of UNIVERSITY.
- (5) UNIVERSITY not required to pay premiums. CONTRACTOR and CONTRACTOR Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in the CONTRACT, including all premiums. UNIVERSITY will not be responsible for paying any such costs.
- (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under the CONTRACT must be

reasonable and acceptable to UNIVERSITY based upon the type of insurance involved and the conduct of the services.

- C. Deposit insurance certificates. CONTRACTOR will timely deposit and keep on deposit with UNIVERSITY, certificates of insurance necessary to satisfy UNIVERSITY that the insurance requirements of the CONTRACT have been and continue to be satisfied during the term of the CONTRACT.
- D. UNIVERSITY may cure failure to obtain/maintain insurance. If CONTRACTOR fails to provide and maintain the insurance required by the CONTRACT after written notice to comply from UNIVERSITY, UNIVERSITY may, but shall not be required to, procure such insurance at the sole cost and expense of CONTRACTOR, who shall be obligated to immediately reimburse UNIVERSITY for the cost thereof plus ten percent (10%) to cover UNIVERSITY's administrative overhead.
- E. Lapse in insurance constitutes a breach. Any lapse in, or failure by CONTRACTOR or any CONTRACTOR Agents to procure and maintain the insurance coverage required under the CONTRACT, at any time during and throughout the term of the CONTRACT, shall be a breach of the CONTRACT and UNIVERSITY may terminate the rights of CONTRACTOR and all CONTRACTOR Agents to conduct the services.
- F. Insurance shall not limit CONTRACTOR liability. Obtaining the required insurance coverage will not be construed to limit CONTRACTOR's liability hereunder or to fulfill CONTRACTOR's indemnification, defense, and hold harmless obligations under the CONTRACT. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of CONTRACTOR and/or the CONTRACTOR Agents.
- G. UNIVERSITY may adjust insurance requirements. UNIVERSITY may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event CONTRACTOR shall, and shall cause the CONTRACTOR Agents to, obtain insurance, as modified. UNIVERSITY's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. CONTRACTOR shall satisfy all UNIVERSITY risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

ATTACHMENT A

Royalty Summary and Fees Paid to Affinity Licensing (FY 2020 - FY 2023)

	06/30/2020	06/30/2021	06/30/2022	06/30/2023
Gross Royalties Collected	\$411,322.83	\$286,898.12	\$492,781.33	\$637,176.34
Fee paid to Agent: Affinity Licensing	\$61,698.42	\$43,034.71	\$73,917.19	\$88,718.02

The University's summary of gross royalties collected and fees paid to agents are for information purposes in assisting the Offeror in developing a current fee structure. It is understood and agreed gross royalties shown in the royalty summary for proposal purposes only and should not be considered firm. In the event that the University's gross royalties do not materialize in these amounts, such event shall not constitute the basis for an equitable adjustment under this contract.

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to provide the culinary management services named in the Request for Proposals (RFP) No. 24-7677 to Provide Collegiate Licensing Services for University of Hawaii, Honolulu, Hawaii

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) **(Typed Name)**

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Email

Remittance Address (if different from street address)

Hawaii General Excise Tax License No.

City, State, Zip Code

Location of Offeror's Plant

Offeror is: Individual Partnership Corporation* Joint Venture

State of Incorporation: Hawaii Other:

Is Corporate Seal Available In Hawaii: Yes** No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

CONTRACTORS: Please complete the information below. Terms used are taken from the U.S. Small Business Administration (SBA) Rules and Regulations (<https://www.sba.gov/>) and the U.S. Code of Federal Regulations (CFR). The term “controlled” refers to the management and daily operation of the business concern.

The company identified below (check all that apply):

- 1. _____ **IS NOT** a small business concern as defined in the regulations
(If you checked here, STOP. GO TO CERTIFICATION BELOW.)
- _____ **IS a small business concern**, defined as one that is independently owned and operated, is organized for profit, is not dominant in its field, meets the SBA size standard eligibility (see reverse side of this form for examples of size standards), is registered and has its status represented in the U.S. Government’s System for Award Management (SAM) database. See <http://www.sba.gov/content/what-sbas-definition-small-business-concern>.
- 2. _____ IS a **small disadvantaged business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more socially disadvantaged and economically disadvantaged persons who are U.S. citizens. See 13 CFR 124.105 for exceptions.
- 3. _____ IS a **women-owned small business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more women who are U.S. citizens. See 13 CFR 127.
- 4. _____ IS a **HUBZone small business concern** that meets the certification eligibility requirements set by the U.S. SBA. See 13 CFR 126.
- 5. _____ IS a **veteran-owned small business concern** of which at least at least 51% is unconditionally and directly owned by one or more veterans or service-disabled veterans. See 38 CFR 74.
- 6. _____ IS a **service-disabled veteran-owned small business concern** of which at least 51% is unconditionally and directly owned by one or more service-disabled veterans. In the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans. The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran. See 13 CFR 125.11 et al.

CERTIFICATION

I hereby certify the information supplied herein to be true and correct. (Any misrepresentation shall be subject to the provisions stated in item B on the next page.)

Company Name: _____

Signature of Company Officer

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Type of Goods/Services: _____

North American Industry Classification System (NAICS) Code: _____

A. A small business concern is one that is independently owned and operated, is organized for profit, is not dominant in its field, has a place of business in the U.S., and operates primarily within the U.S. or makes a significant contribution to the U.S. economy. Size standard eligibility is based on the average number of employees for the preceding 12 months or on sales volume averaged over a 3-year period. See 13 CFR 121.201 for size standards identified by NAICS codes. The size standards for a few industries are shown below and are subject to change at any time.

1. SPECIALTY TRADE CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$15 million.
2. CONSTRUCTION, GENERAL CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$36.5 million.
3. MANUFACTURING – “Small” if 500 employees or less, except for some specific products which will increase the complement of employees to 750 or 1,000.
4. TRANSPORTATION – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services.

\$27.5 million – general freight trucking, local.

5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS – “Small” if 100 employees or less.
6. RETAIL TRADE – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific products.

\$7.5 million – hardware stores.

7. SERVICES – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a) \$27.5 million – computer systems design services, custom computer programming services \$20.5 million – security guards and patrol services
 - b) \$18 million – janitorial services
 - c) \$38.5 million – passenger car rental
 - d) \$32.5 million – office machinery and equipment rental & leasing
 - e) \$7.5 million – general automotive repair

Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the total receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52. See 13 CFR 121.104.

B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small business concern, a qualified HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women in order to obtain a contract to be awarded under the preference programs established pursuant to 15 U.S.C. sections 637(a), 637(d), 638, 644, or 657(a), shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Small Business Investment Act of 1958

APPENDIX C

**RECENT (WITHIN THE LAST FIVE (5) YEARS) EXPERIENCE
COLLEGIATE LICENSING SERVICES**

Provide a minimum of FIVE (5) references

<u>Name & Address of Firm</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Date of Services</u>	<u>Description of Services</u>
---------------------------------------	---------------------------	-----------------------------	-----------------------------	------------------------------------

NOTE: Offerors shall provide as part of their proposal all the requested information in the format specified above.

APPENDIX D

PROJECT NARRATIVE

The following information and format shall be used to evaluate submitted proposals. All OFFERORs are requested to consider the following as MINIMUM information to be provided.

A. UNIVERSITY RELATIONS/ACCOUNT MANAGEMENT

1. Provide an overview of your company and the services that are provided, including but not limited to contractor's years in business, type of services provided, visibility in the collegiate licensing industry, experience in contract management, experience in providing compliance review services, etc.),
2. Resumé of the representative(s) who would be designated as the contact(s) for the University's account, and
3. Listing of all other accounts for which this representative has served as lead contact.

B. LICENSING ADMINISTRATION

1. Provide a summary of the staff and department structure of Offeror's licensing administration staff. Indicate the responsibilities of each staff member.
2. Outline the Offeror's specific resources and policies regarding Offeror's ability to inspect and verify the quality, safety and suitability of any product to carry the University's indicia.
3. Provide a specific summary of the product testing and other standards required by the Offeror relative to minimizing the liability of the University's licensed products.
4. Provide a summary of the how the Offeror's artwork approval tool works and indicate the length of time that the reviewed graphics are accessible to the University for review and the availability of archived files for the University to download and review.
5. Indicate the Offeror's willingness to submit samples of any licensed item at no cost to the University as a part of the licensing process. Discuss the Offeror's position on maintaining samples at its location as a part of the licensing process.

6. Provide a summary of the how the Offeror's licensee database works, and samples and the types of reports that are accessible to the University.
7. Provide specific information on any special licensing programs that the Offeror has developed and implemented for university clients to capitalize on university's successes (e.g., commemorative dates, national championships)
8. Provide a list of the different types of license agreements that are offered to manage the University's program:
 - a) Provide a sample of each licensing agreement and explain how and when each is used; and
 - b) Describe the process for approving new licensees.
9. Explain the Offeror's artwork approval tool, including reports and how the University will have access to the tool. Indicate whether there are personnel in the office that are able to provide online graphic review services, in the event that the University's licensing staff is not able to do so for an extended period of time.

C. ROYALTY REPORTING/ADMINISTRATION

1. Describe the method by which the Offeror will track royalties by licensee and product category and provide comprehensive reports to the University on royalties collected.
2. Explain the Offeror's electronic database system and how the University will have access to that database.
3. Describe the checks and audit trails that will be used by the Offeror in the allocation of University royalties received from licensees.
4. Provide samples of reports that would be provided to the University in the analysis of quarterly and annual royalties.
5. Describe how quarterly checks are transmitted to the University and whether or not electronic transfer of funds is available.

D. CONTRACT COMPLIANCE, TRADEMARK PROTECTION AND ENFORCEMENT PROGRAM

1. Provide a listing of licensees audited by the Offeror during fiscal year ended June 30, 2023 on behalf of universities whose accounts generated revenues between \$350,000 and \$750,000 for which it serves as licensing agent. An audited licensee is defined as any audited company with which the Offeror licensing company had a license agreement during the 2022 calendar year. Describe any additional activities that the Offeror uses to educate licensees about proper royalty reporting techniques.
2. When auditing regional and national companies, describe how the University will be included in these audits.
3. Describe, including specific examples, the licensing Offeror's trademark protection and enforcement program in each of the following areas:
 - a) Local, regional and national network of resources used to (1) identify infringement in traditional and non-traditional retail segments, and (2) to quickly and aggressively respond with appropriate remedies. Include information as to specific enforcement actions that you have taken, conducted or participated in; number of items seized or confiscated; and where applicable, indicate names of law enforcement agencies involved in the action(s).
 - b) Internet, online auctions, and use of trademarks by non-University entities or third parties not authorized to use University trademarks. Include information on the frequency of monitoring these activities, enforcement action taken and the results.
 - c) Game-day and post-season enforcement programs, including specific enforcement actions that you have conducted or participated in at events such as regular season athletic events, bowl games, championship events, and post-championship enforcement. Describe the scope of such actions and the results obtained. Discuss costs incurred for these actions and how they were funded. Also indicate the number of enforcement staff that the Offeror has on staff and the availability of these staff to the University in a hot market situation. Indicate whether or not the Offeror has a program in place to maintain seized inventory at no cost to the University as a part of its infringement resolution program, and how the seized inventory is destroyed.
 - d) Internal and external resources to assist with trademark applications, renewals and other required filings as needed and requested, including collecting necessary information and specimens required for filing with the U.S. Patent and Trademark office. Discuss experience

in assisting with these activities.

- e) How enforcement activities will be handled, including process (i.e., cease and desist letters, working with law enforcement officials, etc.) and effectiveness of these activities.
4. Discuss the availability of qualified licensing and intellectual property counsel on-staff. Identify any and all fees associated with access to this staff. Indicate the level of collegiate trademark and/or general intellectual property experience of any on-staff counsel and their number of years with the Offeror.

E. RETAIL SIGNAGE, CAMERA-READY ART AND STYLE GUIDE

1. Indicate the number of staff members that the Offeror has assigned to performing marketing and creative services on behalf of client universities. Briefly describe the background and qualifications of these individuals.
2. Describe in detail how the Offeror will work with the University to develop an annual university-specific retail signage campaign to call attention to and promote the sale of officially licensed products.
3. Provide examples of university-specific retail signage campaigns that have been developed by the Offeror for use by university clients.
4. Provide a specific synopsis of the technical qualifications of the Offeror as it relates to artwork, digital logo development, and custom logo development. Indicate the specific types of equipment and software used for these services and the technical qualifications of the staff assigned to these areas.

F. TECHNOLOGY SERVICES

Provide a brief overview of the Offeror's current and future technology tools that will be used in the management of the University's licensing program. Indicate the specific capabilities of any system(s) that the University, licensees, and retailers will be able to utilize and how they are beneficial to managing the University's licensing program. Describe your commitment to technology and how your employees focus on technology in their roles and responsibilities.

G. LICENSING EXPERTISE

1. Provide a list of all licensing industry trade shows that are attended by Offeror's staff on an annual basis. Describe the specific activities provided on behalf of client universities while in attendance at these shows.

2. Describe the Offeror's involvement in other educational programs specific to the collegiate licensing, legal, and marketing arenas. Indicate presence at any other educational meetings relevant to collegiate trademark licensing and marketing.
3. Provide a brief statement on the Offeror's position on new market development, specifically as it relates to identifying new markets, new licensees, and/or new products. Indicate the number of staff members assigned to new market development and provide specific examples of successful programs that have been developed as a result of these efforts. In particular, examples should focus on identifying new licensees and distribution channels.
4. Provide a brief summary of the current and future projects that the Offeror is working on to enhance market share for its university clients. Indicate the Contractor's specific involvement in bringing these programs(s) to fruition for its university clients.
5. Provide a complete list of the retail store(s) where the Offeror held meetings with the key store buying and/or marketing personnel during the past fiscal year. Indicate specific locations for all of these retail locations and indicate whether the store buyer has local buying authority or national buying authority.
6. Cite specific examples of involvement that the Offeror has had at the locations of key national licensees meet and/or provide presentations with key local and/or national licensees sales and/or marketing staff to discuss increasing University merchandise sales.
7. Cite specific examples of involvement that the Offeror has had at universities similar in size to the University of Hawaii and that are located in tourist destinations and discuss how the University's emblematic merchandise are promoted, distinguished from tourist driven merchandise in non-traditional collegiate markets.
8. Discuss strategies to enhance and grow the University's licensing program and revenues, including a timeline on how any changes will be implemented. Cite specific examples of involvement that the Offeror has had with universities similar in size to the University of Hawaii where the strategies have been instituted and/or accomplished.
9. Describe how you would manage the relationship with the University's Collegiate Licensing Office and University administrators.

10. Describe how you would engage licensees and potential licensees located within Hawaii.
11. Describe how you would pursue licensing opportunities on behalf of the 10 campus University of Hawaii System while meeting the needs of each campus.

APPENDIX E

FEE STRUCTURE

Offerors shall provide the percentage for which the Offeror will keep based on the total annual royalties collected as the 'Percentage to the Contractor'. Offerors shall provide the percentage for annual royalties collected up to \$500,000.00 and in excess of \$500,000.00. For purposes to determine the Offeror who is to receive the maximum number for points, Offeror shall complete the following table.

Annual Royalties		Percentage to the Contractor		Amount
\$500,000.00	x		=	\$
\$600,000.00	x		=	\$
TOTAL AMOUNT			=	\$

Total Amount shall include all cost associated with collegiate licensing services, including but not limited to, personnel, insurance, administrative and advance fees, enforcement, travel, postage, creative services, and applicable taxes

Included in this pricing structure shall be an annual guarantee of payment of \$225,000.00, AFTER "percentage to the Contractor". To be clear, in the event that annual royalties drop below \$225,000.00 in any given calendar year, the Contractor shall compensate the University a minimum of \$225,000.00 annually.

The Contractor shall contribute a minimum of \$25,000.00 over the course of the Agreement which shall be paid in yearly installments of \$5,000.00 by July 1st of each contract year to establish a marketing budget to help promote the sale of licensed merchandise.

APPENDIX F

REFERENCES

Offeror shall provide the name of company, address, contact name, and phone number for at least FIVE (5) references.