

REQUEST FOR PROPOSAL

Athletic Apparel with Incentives for McNeese State University's Football Program



File Number: F1600072

Proposal Opening Date: April 11, 2016

Proposal Opening Time: 10:30 a.m.

McNeese State University

March 8, 2016

NOTE:

ALL PROPOSERS/VENDORS THAT WISH TO RECEIVE EMAIL NOTIFICATIONS OF RFP/BID OPPORTUNITIES MUST BE REGISTERED IN LAGOV AND PAY THEIR ANNUAL VENDOR SUBSCRIPTION FEE VIA THE VENDOR ENROLLMENT PORTAL.

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REQUEST FOR PROPOSAL FOR

Athletic Apparel with Incentives for McNeese State University's Football Program

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

McNeese State University is a member of the Southland Conference and the Football Championship Subdivision with NCAA Division I football. The Cowboy football team has appeared in two (2) national championship games and has claimed 14 Southland Conference championships, 16 NCAA playoff appearances and 3 Independence Bowl appearances. The typical annual cost for football apparel averages \$75,000 - \$150,000.

Currently, each year, our football program goes through the bid process for purchasing all apparel, footwear and accessories needed for our football program. Due to recent financial budget cuts each year, it has become increasingly difficult to not only operate the program but more specifically order and receive the necessary equipment, apparel and accessories needed by the football team and to have those items on hand when needed. McNeese believes this bid process will allow us the opportunity to decrease many of these issues and difficulties we have experienced, therefore providing a better atmosphere for our football student athletes, coaches and administrators.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 (formerly 39:1593.C – Amended by Act 864 of the 2014 Regular Session) from bona fide, qualified proposers who are interested in providing exclusive corporate sponsor and provider for sports apparel, footwear and related accessories for its football program. McNeese anticipates that a benefit would be realized through the consolidation of our current purchases.

1.1.2 Goals and Objectives

The goals of establishing an exclusive agreement with our football program are dual in purpose:

- 1) To maximize operational cost savings in obtaining apparel
- 2) To act as a conduit in co-branding the McNeese football team with a reputable and like-minded organization to help market the program and McNeese as a whole.

1.2 Definitions

A. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

B. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

C. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to the RFP.

D. DOA – Division of Administration

E. May – The term “may” denotes an advisory or permissible action.

F. McNeese or University – McNeese State University

G. Must – The term “must” denotes mandatory requirements.

H. OSP – Office of State Procurement

I. Proposer – A firm, venture, or individual who responds to the RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

J. RFP – Request for Proposal

K. Shall – The term “shall” denotes mandatory requirements per La. R.S. 39:1556(52).

L. Should – The term “should” denotes a desirable action.

M. State – The State of Louisiana

1.3 Schedule of Events

	<u>Date / Time (CT)</u>
1. RFP posted to LaPAC and Blackout Period begins	March 8, 2016
2. Deadline to receive written inquiries	March 15, 2016
3. Deadline to answer written inquiries	March 21, 2016
4. Proposal Opening Date (Proposal Submission Deadline)	April 11, 2016, 10:30 a.m.
5. Oral discussions with proposers, if applicable	<i>To be scheduled if needed</i>
6. Notice of Intent to Award to be mailed	<i>To be scheduled</i>
7. Contract Initiation	<i>To be scheduled</i>

NOTE: McNeese State University reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with McNeese State University Purchasing Department. Contact information for the RFP Contracting Officer is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. McNeese State University is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed) form by McNeese Purchasing Department **no later than the date and time shown in the Schedule of Events.** Fax or email submissions are not acceptable.

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- X Proposal Name: Athletic Apparel with Incentives for Football Program
- X File Number: F1600072
- X Proposal Opening Date and Time: April 11, 2016, 10:30 a.m.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

McNeese State University
Attn: Roxane Fontenot, Purchasing
P O Box 92415
Lake Charles LA 70609

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese State University Purchasing Department. McNeese State University must receive the proposal by the date and time specified in Section 1.3 Schedule of Events.

Proposals may be delivered by hand or courier service to our physical location at:

McNeese State University
Purchasing Department
150 Lawton Drive
Smith Hall, Room 121
Lake Charles LA 70605

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. McNeese State University Purchasing Department is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with McNeese.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon McNeese's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to McNeese's Purchasing Department before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document should be submitted to McNeese's Purchasing Department before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals.

The cover letter should also

- o Identify the submitting Proposer and provide their federal tax identification number;
- o Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;

- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
 - C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
 - D. **Proposed Solution/Technical Response**: Illustrating and describing proposed technical solution and compliance with the RFP requirements.
 - E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
 - F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
 - G. **Financial Proposal**: Proposer's fees and other costs, if any, should be submitted *on the price sheet found in Appendix A. Incentives are considered part of the financial proposal.* Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with McNeese.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and one (1) "searchable" electronic copy on a CD or USB flash drive.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are

reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of their proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the University will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the University and hold the University harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the University to disclose the information. If the owner of the asserted data refuses to indemnify and hold the University harmless, the University may disclose the information.

The University reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the University in its evaluation of the proposal. The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from McNeese State University, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

1.7.2 Proposer Inquiry Periods

McNeese shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. McNeese reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by 4:30 p.m. on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by McNeese. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to McNeese's contact person for this solicitation, Roxane Fontenot, by mail, express courier, e-mail (PREFERRED), hand, or fax to:

McNeese Purchasing Department
Attn: Roxane Fontenot
Box 92415
Lake Charles LA 70609

McNeese Purchasing Department
Attn: Roxane Fontenot
Smith Hall, Room 121
Lake Charles LA 70605

E-Mail: rfontenot@mcneese.edu Phone: (337) 475-5090 / Fax: (337) 475-5082

Only the person identified above or their designee has the authority to officially respond to proposer's questions on behalf of McNeese, including during the Blackout Period. Any communications from any other individuals are not binding to McNeese.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State or University employee or State or University consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. McNeese State University is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La R.S. 39:1671. Such protest shall be made in writing to McNeese State University Director of Purchasing at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on the Office of State Procurement website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, vendors must register in the LaGov portal and pay the vendor registration fee. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

Help scripts are available on OSP website under vendor center at: <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any University employee or Contractor of McNeese involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to University employees, but also to any Contractor of McNeese. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, McNeese and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may McNeese and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to McNeese in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.8 Errors and Omissions in Proposal

McNeese will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: McNeese reserves the right to make corrections or clarifications due to patent errors identified in proposals by McNeese or the Proposer. McNeese, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.10 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of 100% of annual apparel costs as listed on Appendix A to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and McNeese. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

1.11 Changes, Addenda, Withdrawals

McNeese reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. McNeese also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to McNeese's Purchasing Department.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by McNeese pursuant to the RFP.

1.14 Waiver of Administrative Informalities

McNeese reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by McNeese to award a contract. McNeese reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of McNeese to do so. Further, McNeese reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from McNeese State University's Director of Purchasing.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the State.

1.16 Ownership of Proposal

All materials submitted in response to this request become the property of McNeese. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by McNeese and not returned to Proposers. Any copyrighted materials in the response are not transferred to McNeese.

1.17 Cost of Offer Preparation

McNeese is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by McNeese.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which McNeese is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, McNeese reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. McNeese shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements.

Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, McNeese urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the University Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

McNeese, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet McNeese's objectives; however, McNeese reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance McNeese's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

McNeese may adjust the original scores based upon information received in the presentation, using the original evaluation criteria.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by McNeese's Evaluation Committee for the purpose of selecting the Proposer with whom McNeese shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of McNeese Purchasing for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to McNeese State University, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of McNeese.

1.25.1 Best and Final Offers (BAFO)

McNeese reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist McNeese in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate McNeese to a commitment to enter into a contract.

1.26 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to McNeese's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and McNeese may negotiate with the next most advantageous, responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. McNeese's Purchasing Director must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

McNeese reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by McNeese.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Appendix B of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(j).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, McNeese may elect to cancel the award and award the contract to the next most advantageous, responsible Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to McNeese State University, price and other factors considered.

McNeese intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, McNeese will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of McNeese, McNeese may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous, responsible Proposer.

McNeese will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S.: 39:1671, to McNeese's Director of Purchasing, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with McNeese's Director of Purchasing. Contact may be made by phone at (337) 475-5090 or E-mail to rfontenot@mcneese.edu.

1.30 Insurance Requirements

NOT REQUIRED FOR THIS RFP

1.31 Subcontractor Insurance

NOT REQUIRED FOR THIS RFP

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless McNeese from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of McNeese.

Contractor will indemnify, defend and hold McNeese harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against McNeese in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that McNeese shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, McNeese may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) McNeese's unauthorized modification or alteration of a Product, Material, or Service; (ii) McNeese's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) McNeese's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as McNeese's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for McNeese the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to McNeese up to the dollar amount of the Contract. Any injunction that is issued against McNeese which prevents McNeese from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for McNeese or provided to McNeese one of the alternatives set forth in the foregoing sentence is cause for McNeese to terminate the Contract. In the event of such termination, McNeese will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or

consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

McNeese may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.34 Payment

1.34.1 Payment for Services

McNeese shall pay Contractor in accordance with the Pricing Schedule set forth in Appendix A. The Contractor may invoice McNeese monthly at the billing address designated by McNeese. Payments will be made by McNeese within approximately thirty (30) days after receipt of a properly executed invoice, and approval by McNeese. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.34.2 Late Payments

Interest due by McNeese for late payments shall be in accordance with La. R.S. 39:1695 and 13:4202.

1.34.3 Electronic Vendor Payment Solutions

Not required for this RFP

1.34.4 LaGov

Not required for this RFP

1.35 Termination

1.35.1 Termination of the Contract for Cause

McNeese may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete

such correction, then McNeese may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of McNeese to comply with the terms and conditions of the contract, provided that the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

1.35.2 Termination of the Contract for Convenience

McNeese may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of McNeese. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to McNeese.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by McNeese to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor McNeese obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of McNeese State University, Division of Administration, or others so designated by McNeese, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of McNeese and shall, upon request, be returned by Contractor to McNeese, at Contractor's expense, at termination or expiration of the contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of McNeese State University Purchasing Director.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

McNeese intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to McNeese for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to La. R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1673.

1.47 Proposer's Certification of No Federal Suspension or Debarment

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

1.47.1 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.48 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.49 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.50 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.51 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.52 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.53 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to McNeese and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by McNeese, McNeese will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.54 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify McNeese if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.55 Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

1.56 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with McNeese and provide any and all requested information, documentation, etc. to McNeese when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede McNeese's right to audit or to withhold McNeese owned documents.

1.57 Contractor's Cooperation/Close-Out

The Contractor has the duty to fully cooperate with McNeese and provide any and all requested information, documentation, etc. to McNeese when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede McNeese's right to audit or to withhold McNeese owned documents.

1.58 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

It is McNeese's intent to enter into an agreement with the selected Contractor to provide footwear, sports apparel and other related accessories for University's intercollegiate varsity football program while offering revenue incentives for compensation merchandise based upon minimum purchase requirements and providing incentives for compensation merchandise based upon minimum marketing and promotional requirements.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about July 1, 2016, and shall continue until June 30, 2017. At the option of McNeese State University and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms, and conditions.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Appendix A. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Contractor must deliver the following items as noted below:

- Provide the products ordered by McNeese in the time frame desired
- As listed in Appendix A, apparel items, compensation merchandise, and incentives.
- A quarterly report must be submitted to Associate Athletic Director of Internal Operations by the 15th of the first month in each quarter of all orders placed and the status of those orders
- A report of projected costs of goods for the upcoming fiscal year (July 1 – June 30) must be submitted to Associate Athletic Director of Internal Operations by April 1 of each year. This report will be used in the planning stages of the upcoming fiscal year athletic budget

2.5 Location

The location the work/delivery/service is to be performed, completed and managed is at McNeese State University Fieldhouse.

2.6 Proposal Elements

2.6.1 Financial

Proposal should include prices per the schedule furnished in Appendix A as well as other incentives for proposed services associated with the RFP program implementation and administration that you wish McNeese to consider. (See Section 3.1 below and Appendix A)

2.6.2 Technical

The technical requirements of this RFP consist of three (3) sections. The sections are Functionality, Staffing/Service, and Qualifications/References/Experience.

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

FUNCTIONALITY:

- Plans for scheduling of apparel order placement. Plan to include when orders should be placed for delivery by July 20th of each year that the agreement is in place
- Plans for providing McNeese with a single Contractor for processing apparel orders from start to finish, along with any follow up procedures that must be completed
- Plans for providing McNeese with revenue incentives for compensation merchandise based upon minimum purchase requirements
- Plans for providing McNeese with incentives for compensation merchandise based upon minimum marketing and promotional requirements
- The Contractor shall adhere to the Athletic Department mission, branding and standards in merchandise. With all potential sales subject to these standards, state how Proposer can accomplish this
- Printed material utilized by the Contractor where McNeese's name and/or artwork are used must be approved by McNeese Athletics
- Provide plan stating how Proposer will become part of the MSU Athletics staff/team to help streamline the process
- Provide plan stating how your firm will aid in maximizing operational cost saving measures
- Provide information stating how your firm will enhance the branding of McNeese locally, regionally and nationally

STAFFING/SERVICE:

- Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors and information regarding the account manager assigned to McNeese.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any

QUALIFICATIONS/REFERENCES/EXPERIENCE:

- Provide references for at least three (3) states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include the organization name, contact person, and the telephone number for each reference. Outline the services provided and the impact of your firm's involvement in the program for each reference. The proposer should have experience in a sales capacity for football teams in a mid-major/FCS market.
- The Contractor must be licensed to do business in the State of Louisiana and have knowledge and experience in the area of footwear, sports apparel, and related accessories

- Information pertaining to how the Proposer will provide excellent customer service. The Contractor should be able to directly deal with McNeese personnel and not use third party vendors
- Information pertaining to the variety of products and services available for McNeese to choose from
- Information demonstrating the proposer's ability to create valuable opportunities to aid McNeese in maximizing its operations cost saving measures
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three (3) years)
- Information demonstrating the Proposer's understanding of the nature and scope of this project

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes McNeese to consider.

2.6.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (La. R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=671504>.

The statutes (La. R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/VndPubMain.cfm?tab=2>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Financial Proposal (Section 3.1)	50
Technical Proposal (Section 3.2)	40
Veteran and Hudson Initiative (Section 3.2.1)	10
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to McNeese, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal

The following financial criteria will be evaluated, Reference Appendix A:

Incentives (up to 25 points):

The scoring will be based on the incentive package that is most advantageous to McNeese.

Apparel Cost (up to 25 points):

Prices proposed by the Proposers should be submitted on the price schedule furnished in Appendix A. Prices proposed shall be firm. Points for cost will be awarded under the assumption that a purchase will be made for one (1) of each item listed in Appendix A.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's base cost score will be based on the cost information provided in Appendix A and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated
 FPP = Financial Proposal Points for Apparel Cost

INCENTIVES (up to 25 points):

COMPENSATION MERCHANDISE:

Provide pricing pertaining to minimum purchasing requirements and compensation merchandise for the following:

Minimum Purchase Requirements	Compensation Merchandise
\$45,000 - \$64,999 per year	_____
\$65,000 - \$84,999 per year	_____
\$85,000 - \$99,999 per year	_____
\$100,000 +	_____

Provide the dollar amount of merchandise to be provided at retail value for the following:

Football Conference Championship	\$ _____
NCAA FCS playoff appearance	\$ _____
Football Coach of the Year	\$ _____
Game and promotional use	\$ _____

INCLUDE DISCUSSION OF OTHER OFFERED INCENTIVES: _____

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal.

Such factors may include but are not limited to:

Functionality – 30 points

Staffing/Service – 5 points

Qualifications/References/Experience – 5 points

3.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Apparel to be provided as needed in the correct quantities, with the correct agreed upon design in the correct colors. Orders will be placed and filled throughout the year for the University's football program. The initial order made as a result of the contract must be received no later than July 22, 2016.

The time frame for order and receipt of required apparel is critical to the needs of McNeese's football program.

A quarterly report must be submitted to Associate Athletic Director of Internal Operations by the 15th of the first month in each quarter of all orders placed and the progress of those orders.

A report of projected costs of goods and services sponsorships for the upcoming fiscal year (July 1 – June 30) must be submitted to Associate Athletic Director of Internal Operations by April 1 of each year. This report will be used in the planning stages of the upcoming fiscal year athletic budget.

The Contractor shall adhere to the Athletic Department mission, branding and standards in merchandise. All potential sales are subject to these standards.

Printed material utilized by the Contractor where McNeese's name and/or artwork are used must be approved by McNeese Athletics.

4.2 Performance Measurement/Evaluation

Performance measures associated with the contract are as follows:

- Apparel orders placed throughout the year are to be received in a timely manner.
- Apparel received is durable and is received as specified in the correct sizes, quantities, and colors.
- Required reports are submitted to McNeese Athletics as required.
- Artwork approvals are obtained prior to printing any material.
- Customer service provided.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

**APPENDIX A
RFP #F1600072
PROPOSAL RESPONSE FORM**

1. PRICING by item:

All apparel and/or equipment is for Under Armour brand OR equal. If pricing is submitted for other than Under Armour, Proposer must submit the brand name and model number being priced. Enter N/A on line for which no price offering is made:

- a. UA CUSTOM DOMINATE JERSEY #UF002JM WHITE (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea

 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- b. UA CUSTOM DOMINATE JERSEY#UF002JM ROYAL (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea

 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- c. UA CUSTOM AUBURN PANT #UFPAUT
 (UA TEAM FW 2015 CATALOG) (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea

 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- d. UA UNDENIABLE PLAYER TOWEL – 1260794 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea

 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- e. UA 3 INCH PERFORMANCE WIRSTBAND – 1276991 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea

 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- f. UA 1 INCH PERFORMANCE WRISTBAND – 1235106 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea

 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea

- g. UA CHARGED COTTON CREW 1240879 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- h. UA SIX POCKET FOOTBALL GIRDLE – 1246477 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- i. UA HEATGEAR ARMOUR SHORTSLEEVE T - 1257468 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- j. UA LOCKER T SHORTSLEEVE – 1268471 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- k. UA TEAM RAID SHORT – 1261121 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- l. UA F5 GLOVE – 1271192 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- m. UA FIERCE VI GLOVE – 1271192 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- n. UA COMBAT V FF – 1271190 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
- Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea

- o. UA ORIGINAL SKULL II – 1254900 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- p. UV SPOTLIGHT – 1280533 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- q. UA HIGHLIGHT MC – 126963 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- r. UA SPINE FIERCE MC – 126963 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- s. UA NITRO LOW MC – 1269721 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- t. UA NITRO MID MC – 1269713 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- u. UA TEAM COLORBLOCK POLO – 1243082 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea
 Embellishment/Decoration per item _____ ea
- v. UA WIN IT WOVEN JACKET – 1246155 (undecorated) _____ ea
 Embellishment/Decoration per UA item _____ ea
 Other than Under Armour, _____ ea

Embellishment/Decoration per item _____ ea

w. UA WIN IT WOVEN PANT – 1246160 (undecorated) _____ ea
Embellishment/Decoration per UA item _____ ea

Other than Under Armour, _____ ea
Embellishment/Decoration per item _____ ea

x. UA UNDENIABLE LG DUFFLE – 1263968 (undecorated) _____ ea
Embellishment/Decoration per UA item _____ ea

Other than Under Armour, _____ ea
Embellishment/Decoration per item _____ ea

Provide discounted rate of catalog retail pricing for football items not listed above:

<u>ITEMS</u>	<u>PERCENT (%) DISCOUNT FROM RETAIL</u>
Apparel	_____
Accessories	_____
Footwear	_____

2. INCENTIVES:

Compensation Merchandise: Provide pricing pertaining to minimum purchasing requirements and compensation merchandise for the following:

Minimum Purchase Requirements	Compensation Merchandise
\$45,000 - \$64,999 per year	_____
\$65,000 - \$84,999 per year	_____
\$85,000 - \$99,999 per year	_____
\$100,000 +	_____

Provide the dollar amount of merchandise to be provided at retail value for the following:

Football Conference Championship	\$ _____
NCAA FCS playoff appearance	\$ _____
Football Coach of the Year	\$ _____
Game and promotional use	\$ _____

INCLUDE DISCUSSION OF OTHER OFFERED INCENTIVES:

APPENDIX B

SAMPLE GENERIC CONTRACT

MCNEESE STATE UNIVERSITY

File No. _____

PARISH OF _____

(or solicitation #)

1. CONTRACT

Be it known, that effective upon approval by the Director of McNeese State University Purchasing Department, as evidenced by the Director's signature on this document, McNeese State University (hereinafter sometimes referred to as "McNeese" or University") and (Contractor's name and legal address including zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is too lengthy to fit here, it may be attached separately, referenced and incorporated herein.)

2.1. PERFORMANCE REQUIREMENTS

2.2. PERFORMANCE MEASUREMENT/EVALUATION

2.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

4. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being conserved by the Louisiana Legislature or any local governing authority.

5. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

6. PAYMENT TERMS

The Contractor shall invoice McNeese directly and payment shall be made by McNeese directly to the Contractor in accordance with the payment terms agreed to in this Contract.

7. LATE PAYMENTS

Interest due by McNeese for late payments shall be in accordance with La. R.S. 39:1695 and 13:4202.

8. DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

9. TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all State and local sales and use taxes.

10. TERMINATION

10.1 TERMINATION OF THIS CONTRACT FOR CAUSE

McNeese may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days,

begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

10.2 TERMINATION OF THIS CONTRACT FOR CONVENIENCE

McNeese may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contract shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of McNeese, and shall, upon request, be returned by Contractor to McNeese, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents, and other material delivered or transmitted to Contractor by McNeese shall remain the property of McNeese, and shall be returned by Contractor to McNeese at Contractor's expense, at termination or expiration of this contract.

12. USE OF AGENCY'S FACILITIES

Any property of McNeese furnished to the Contractor shall, unless otherwise provided herein, or approved by McNeese, be used only for the performance of this contract.

The contractor shall be responsible for any loss or damage to property of McNeese which results from willful misconduct or lack of good faith on the part of the contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to McNeese in like condition, except for normal wear and tear, to that in which it was furnished to the Contract. Upon the happening of loss, or destruction of, or damage to property of McNeese, the contractor shall notify McNeese thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to McNeese all property of McNeese prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to McNeese and that it will operate in accordance with this contract. In the event of a material failure of Contractors' product to function and operate, and/or failure by the contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by McNeese, McNeese will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless McNeese from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of McNeese.

Contractor will indemnify, defend and hold McNeese harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against McNeese in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that McNeese shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, McNeese may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) McNeese's unauthorized modification or alteration of a Product, Material, or Service; (ii) McNeese's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) McNeese's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the McNeese's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for McNeese the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to McNeese up to the dollar amount of the Contract. Any injunction that is issued against McNeese which prevents McNeese from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for McNeese or provided to McNeese one of the alternatives set forth in the foregoing sentence is cause for McNeese to terminate the Contract. In the event of such termination, McNeese will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

McNeese may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE AND BONDS

16.1 INSURANCE

Contractor will be required to provide McNeese with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____ of the RFP)*. The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.2 PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of _____ dollars (\$_____) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.3 FIDELITY BOND

The Contractor shall be required to provide a Fidelity Bond in the amount of \$_____ to protect McNeese from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of _____ shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to McNeese for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to McNeese for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

21. ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to McNeese.

22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify McNeese if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless McNeese's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the McNeese's operations which are designated confidential by the McNeese and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the McNeese. The identification of all such confidential data and information as well as the McNeese's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the McNeese in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the

Contractor's data and information are deemed by the McNeese to be adequate for the protection of the McNeese's confidential information, such methods and procedures may be used, with the written consent of the McNeese, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

25. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of McNeese State University, the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with McNeese and provide any and all requested information, documentation, etc. to the McNeese when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the McNeese's right to audit or to withhold McNeese owned documents.

28. COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

29. SECURITY

Contractor's personnel will comply with all security regulations in effect at McNeese's premises, and externally for materials and property belonging to McNeese or to the project. Where special

security precautions are warranted (e.g., correctional facilities), McNeese shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to McNeese any known breach of security.

30. TERM OF CONTRACT

This Contract is effective upon McNeese approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. McNeese has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

31. COMMENCEMENT OF WORK

No work shall be performed by Contractor and McNeese shall not be bound until such time as this Contract is fully executed between the McNeese and the Contractor and all required approvals are obtained.

32. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

33. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

34. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

35. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any

means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

36. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

37. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

38. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

39. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

41. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

42. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT McNeese State University on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

SIGNATURE:

MCNEESE STATE UNIVERSITY

By: _____
Title _____

Phone No.: _____