

**UNIVERSITY OF LOUISIANA AT MONROE  
MONROE, LOUISIANA**

**A Member of the University of Louisiana System (ULS)**

**REQUEST FOR PROPOSAL**

**No: 50006-080**

**EXCLUSIVE SPORTS SPONSORSHIP  
and MARKETING AGREEMENT**

**Issuing Agency:**

**University of Louisiana at Monroe  
Purchasing Department  
Cheri Perkins, Director  
Phone: 318-342-5210  
Fax: 318-342-5218  
E-Mail: [perkins@ulm.edu](mailto:perkins@ulm.edu)**

**PROPOSAL RELEASE DATE: 6/6/2022**

**PROPOSAL OPENING DATE: 7/12/2022**

**PROPOSAL OPENING TIME: 3:00 PM CST**

## TABLE OF CONTENTS

PART I: ADMINISTRATIVE AND GENERAL INFORMATION .....	4
1.1 Purpose.....	4
1.2 Background .....	4
1.3 Goals and Objectives.....	6
1.4 Term of Contract.....	7
1.5 Definitions.....	7
1.5.1 Acronyms.....	8
1.6 Schedule of Events .....	9
1.7 Proposal Submittal .....	9
1.8 Proposal Response Format .....	10
1.9 Number of Response Copies .....	13
1.10 Legibility/Clarity.....	13
1.11 Confidential Information, Trade Secrets, and Proprietary Information .....	13
1.12 Proposal Clarifications Prior to Submittal.....	14
1.12.1 Non Mandatory Pre-Proposal Conference .....	14
1.12.2 Proposer Inquiry Periods.....	15
1.12.3 Blackout Period.....	16
1.13 Errors and Omissions in Proposal .....	16
1.14 Proposal Guarantee .....	17
1.15 Performance Bond .....	17
1.16 Fidelity Bond Requirements.....	17
1.17 Changes, Addenda, Withdrawals.....	17
1.18 Withdrawal of Proposal.....	17
1.19 Material in the RFP.....	17
1.20 Waiver of Administrative Informalities .....	17
1.21 Proposal Rejection .....	17
1.22 Ownership of Proposal .....	18
1.23 Cost of Offer Preparation .....	18
1.24 Non-negotiable Contract Terms .....	18
1.25 Taxes.....	18
1.26 Proposal Validity.....	18
1.27 Prime Contractor Responsibilities.....	18
1.28 Use of Subcontractors .....	18
1.29 Written or Oral Discussions/Presentations .....	19
1.30 Acceptance of Proposal Content.....	19
1.31 Independent Price Determination .....	19
1.32 Evaluation and Selection.....	19
1.33 Best and Final Offers (BAFO).....	20
1.34 Contract Negotiations .....	20
1.35 Contract Award and Execution.....	20
1.36 Notice of Intent to Award .....	20
1.37 Debriefings .....	21
1.38 Insurance Requirements .....	21
1.39 Subcontractor Insurance .....	21

1.40	Indemnification and Limitation of Liability .....	21
1.41	Payment.....	22
1.41.1	Payment for Services.....	23
1.42.2	Termination of the Contract for Convenience .....	24
1.42.3	Termination for the Non-Appropriation of Funds .....	24
1.43	Assignment.....	24
1.44	No Guarantee of Quantities .....	24
1.45	Audit of Records .....	25
1.46	Civil Rights Compliance.....	25
1.47	Record Retention.....	25
1.48	Record Ownership.....	25
1.49	Content of Contract/ Order of Precedence .....	25
1.50	Contract Changes.....	26
1.51	Substitution of Personnel .....	26
1.52	Governing Law.....	26
1.53	Claims or Controversies .....	26
1.54	Proposer's Certification of No Federal Suspension or Debarment .....	26
1.54.1	Proposer's Eligibility .....	26
1.54.2	Continuing Obligation.....	26
1.55	Anti-Kickback Clause .....	27
1.56	Clean Air Act .....	27
1.57	Energy Policy and Conservation Act .....	27
1.58	Clean Water Act.....	27
1.59	Anti-Lobbying and Debarment Act.....	27
1.60	Warranties .....	27
1.61	Code of Ethics.....	27
1.62	Proposer's Cooperation.....	27
1.63	Security .....	28
1.64	Prohibition of Discriminatory Boycotts of Israel.....	28
<b>PART II: SCOPE OF WORK/SERVICES .....</b>		<b>29</b>
2.1	General .....	29
2.1.1	Pricing .....	30
2.1.1.a	Percent Discount Pricing.....	30
2.1.1.b	Pricing - Compensation Merchandise.....	30
2.1.2.a	Merchandise at Retail Value .....	30
2.1.2.b	Incentives - Compensation Merchandise .....	30
2.1.3	Signing Bonus.....	30
2.2	Deliverables.....	31
2.3	Price Schedule.....	32
2.4	Location: .....	32
2.5	Proposal Elements .....	32
2.5.1	Technical.....	32
2.5.2	Financial.....	33
2.5.3	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	33
<b>PART III: EVALUATION.....</b>		<b>35</b>

3.1	Technical Proposal.....	35
3.2	Financial Proposal.....	35
3.3	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	36
PART IV: PERFORMANCE STANDARDS.....		38
4.1	Performance Requirements.....	38
4.2	Performance Measurement.....	38
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.....	38
APPENDIX A.....		39
ATTACHMENT 1.....		43
ATTACHMENT 2.....		44
ATTACHMENT 3.....		54

**REQUEST FOR PROPOSAL  
No. 50006-078**

**FOR**

**EXCLUSIVE SPORTS SPONSORSHIP AND MARKETING AGREEMENT**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing an Exclusive Sports Sponsorship and Marketing Agreement for the University of Louisiana at Monroe.

The goals of establishing an Exclusive Sports Sponsorship and Marketing Agreement are: 1) to provide a normalized recurring source of self-generated revenue to support a growing Athletics Department, 2) to maximize operational cost savings, 3) to act as a conduit in marketing the University community as a whole, and 4) to provide superior apparel and footwear for student-athletes.

The successful Proposer agrees to extend the products and services requested in this Request for Proposal to any/all University of Louisiana institutions, at their option, under the same cost and terms as represented to ULM in the Proposer's response, all in accordance with the provisions of La. -R.S. 39:1702(A).

**1.2 Background**

The University of Louisiana at Monroe (ULM) has a history almost as rich and beautiful as the bayou that winds through its 238-acre campus. From its inception, the university was created with one goal in mind-to serve the educational needs of northeast Louisiana and to enlighten those from all over the world. Founded in 1931, ULM has served its scholars exceptionally well for more than 85 years. One of nine universities in the University of Louisiana System, ULM strives to achieve a standard of excellence for its students, faculty, and staff.

Located in Monroe, Louisiana, ULM's campus covers 228 acres with beautiful Bayou DeSiard flowing through the heart of it all. The bayou is perfect for canoeing, kayaking, water skiing, paddle boarding and even fishing. Find out why ULM is the Best on the Bayou at [ulm.edu](http://ulm.edu).

Situated on both sides of scenic Bayou DeSiard, the University of Louisiana Monroe has an annual enrollment of approximately 8,000 students. While most are from the Northeast Louisiana region, ULM students are from 64 parishes, 47 states and 51 foreign countries.

The Pharmacy program at ULM is Louisiana's only publicly supported comprehensive center for pharmaceutical education, research, and service. The education offered at ULM equips our students with the tools necessary to be prepared for and be successful in the constantly changing field of health care. Graduates of our pharmacy program work across the nation in community and health-system pharmacies, clinical practices, managed care groups, academia, the pharmaceutical industry, and a wide variety of other settings

ULM provides new, renovated and modern housing options for students as well as student life activities that keep students involved and interacting with their peers. They enjoy performances from Visual and Performing Arts, and numerous athletic events throughout the year for students seeking the thrills of competition.

ULM offers traditional and online degrees from four (4) different colleges including the College of Arts, Education and Sciences, the College of Business and Social Sciences, the College of Health Sciences, and the College of Pharmacy.

Students at ULM excel in many of these fields with 100 percent passage rates on licensure exams for students in Nursing, Speech Language Pathology, Radiologic Technology, and Dental Hygiene.

Below are just a few more of ULM's recent accomplishments:

- The first cohort for the new Doctor of Physical Therapy program will enroll this fall.
- The National Institutes of Health awarded \$1.65 million to fund cancer research by Seetharama Jois, Ph.D., in the ULM College of Pharmacy.
- ULM received a grant of more than \$1 million from the federal Workforce Opportunity for Rural Communities initiative. The grant will fund a High School Business Academy for college-bound high school students, managed by the College of Business and Social Sciences.
- The Louisiana State Workforce Commission Workforce Investment Council adopted the Pre-Educator Pathway designed by the School of Education, College of Arts, Education, and Sciences, to meet the shortage of K-12 teachers.
- ULM and alumnus Dhu Thompson launched the inaugural Entrepreneurship Pelican Cup in 2022. The business plan competition awarded \$61,000, one of the largest cash prizes in the nation, to winning students and faculty.
- The ULM atmospheric science program was awarded a three-year \$276,000 grant to study development of tornadoes from squall lines to create better weather warnings. The grant is funded by PERiLS, a National Oceanic and Atmospheric Administration and National Science Foundation project.
- The National Institute of Health awarded \$347,213 to fund prostate cancer treatment research by Dr. Khalid El Sayed of the ULM College of Pharmacy.
- The ULM unmanned aircraft systems management program offered free drone workshops to 201 area high school and middle school students in 2022.
- ULM's Dr. Diana Greenlee made archaeological discoveries that show the earthworks at Poverty Point World Heritage Site are more complex than previously known.
- ULM, Louisiana Delta Community College and community partners created the Esther Gallow Community Garden during the 2022 Martin Luther King, Jr. Day of Service.

ULM is a teaching and research university whose mission is the successful education of both undergraduate and graduate students and delivery of services that support economic developments, especially to employers and communities in its region. ULM uses a traditional admission process based on courses completed, GPA, and standardized test scores.

1. **Audiences** - ULM is responsible for serving:
  - a. Those who have completed high school and are seeking either a college degree or continuing their professional education;

- b. Two-year college transfer students, particularly those from Louisiana Delta Community College;
  - c. Employers, both public and private, including school districts, health care providers, local governments, private businesses and community agencies seeking technical assistance and applied research;
  - d. Economic development interests and entrepreneurs in the region;
  - e. The state, in targeted efforts such as the production of professional pharmacists and small business development; and
  - f. The area community, by providing a broad range of academic and cultural activities and public events.
2. **Array of Programs and Services**
- a. Arts and sciences programs appropriate to a university with a predominantly undergraduate student body.
  - b. Baccalaureate and master's programs in the professional fields of communications, criminal justice, education, social work, nursing and allied health, construction and business.
  - c. Doctoral programs in curriculum and instruction, marriage and family therapy, and pharmacy.
  - d. Support for area K-12 schools seeking college general education courses for advanced students and assistance in ensuring that their graduates are college- and career-ready.
  - e. Services specifically designed to meet the needs of regional economic development.
3. **Special Programs/Features**
- a. Comprehensive allied health sciences, including pharmacy and toxicology.
  - b. Unique programs in atmospheric sciences, gerontology, and marriage and family therapy.
  - c. Biomedical research, especially in the basic pharmaceutical sciences and supporting disciplines.
  - d. Agricultural sciences, including agribusiness and a concentration in food safety toxicology.
  - e. Workforce and economic development services including:
    - the Northeast Louisiana Small Business Development Center
    - the Center for Business and Economic Research
    - the Small Business Risk Management Institute, and
    - the BBA in Risk Management and Insurance

ULM chose the nickname "Warhawks" in honor of Maj. Gen. Claire Chennault, a Waterproof, Louisiana resident. Chennault commanded the American Volunteer Group of pilots, known as the Flying Tigers during World War II, whose Curtiss P-40 fighter planes were dubbed "Warhawks."

Today ULM student-athletes embody the spirit of General Chennault's Warhawks by "never running from a fight."

ULM is a member of the Sun Belt Conference, a National Collegiate Athletic Association (NCAA) Division I, Football Bowl Subdivision (FBS) conference. ULM fields a total of sixteen (16) athletic teams, all sanctioned by the NCAA. Information regarding the number of participants and scholarships is available in **Attachment 1, Athletic Team Make-up and Scholarships**, of this RFP.

ULM sponsors dance teams, cheerleading groups, recreation center intramural groups, student government associations, student groups, club sports programs, and athletic camps, whose

uniforms, shirts, t-shirts, etc., will be included within the coverage provided by this Request for Proposal. While it will be mandatory for athletic teams to wear the apparel of the Proposer awarded the contract, it shall be optional for non-athletic departments of the University to purchase from the contract agreement.

The total amount spent on athletics apparel for the 2021-2022 fiscal year with the current contract holder was approximately \$542,501 with another \$61,259 purchased for departments outside of Athletics.

### **1.3 Goals and Objectives**

ULM desires to establish, obtain, and receive a robust Exclusive Sports Sponsorship and Marketing Agreement as a means to realize valued savings for our NCAA sports programs.

The goals of establishing this agreement are as follows:

- 1) Establish a single Contractor for uniforms, apparel, shoes and other footwear, and athletic accessories, for each sponsored intercollegiate athletic program and for certain support personnel and programs, and to provide a normalized reoccurring source of self-generated revenue in support of a growing athletics department;
- 2) Have an assigned company representative servicing the needs of the University's intercollegiate athletic programs in a timely and professional manner;
- 3) Maintain consistency in apparel worn by all Athletic teams to appeal to prospective student-athletes;
- 4) Partner with the Office of Communications and Marketing to promote and protect the brand and image of ULM. This will include acting as a conduit in marketing the University community as a whole as well as promoting the brand of the apparel provider to constituents of the University and to University affiliates and supporters to provide company sales opportunities and to enhance the incentives provided to the University;
- 5) To minimize cost of supplies and materials purchased through an Athletic Apparel Agreement;
- 6) To obtain the best quality product for durability, performance, and appearance; and
- 7) To enter into a long term Exclusive Sports Sponsorship and Marketing Agreement with a qualified Proposer.

**NOTE:** This agreement will not include hard good items such as baseball/softball bats, batting helmets, catchers gear, baseball/softball gloves, soccer goalie gloves, sunglasses, golf clubs, golf balls, tennis racquets, baseballs, softballs, tennis balls, basketballs, footballs, soccer balls, volleyballs, football helmets, shoulder pads, pads worn under a uniform that are not exposed, any type of joint brace or any other medical protective device.

Conference requirements may require that a specific ball be used for competitive events, and some of the hard good items listed are under a separate sponsorship program as preferred by the Head Coaches.



The Proposer may provide information on the discounts applied to hard good items such as those referenced above, however the University reserves the right to procure those types of hard good items through other suppliers without penalty.

#### **1.4 Term of Contract**

The term of any contract resulting from this solicitation shall be for five years beginning on or about July 01, 2023 and to end on June 30, 2028, unless otherwise terminated in accordance with the termination provisions of the Contract. Definitions.

- A. Agency/University – University of Louisiana at Monroe.
- B. Contract – A legal binding agreement between the University and the awarded Contractor(s).
- C. 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.
- D. 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 this RFP.
- E. May – The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- F. Must – The term denotes mandatory requirements.
- G. Proposal – A submission by the Proposer to enter into a Contract with the University to supply and support the products and/or services described, in accordance with the RFP specifications.
- H. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- I. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- J. Should – The term denotes a desirable action.
- K. State – The State of Louisiana.

#### **1.5.1 Acronyms**

- A. DOA – Division of Administration
- B. FBS – Football Bowl Subdivision
- C. MSRP – Manufacturer's Suggested Retail Price
- D. NCAA – National Collegiate Athletic Association
- E. OSP – Office of State Procurement

- F. RFP – Request for Proposal
- G. ULM – University of Louisiana at Monroe
- H. ULS – University of Louisiana System
- I. VCOM – Edward Via College of Osteopathic Medicine

**1.6 Schedule of Events**

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	6/6/2022	
<i>NOTE: The University will be closed Monday 1/18/2021 in observance of Dr. Martin Luther King Day</i>		
2. Non-Mandatory Pre-Proposal Conference via Zoom <a href="https://ulm.zoom.us/j/6744460662">https://ulm.zoom.us/j/6744460662</a> Join by Phone: (US) +1 312 626 6799 Meeting ID: 674 446 0662	6/14/2022	10:00 AM
3. Deadline to receive written inquiries	6/21/2022	5:00 PM
4. Deadline to answer written inquiries	6/30/2022	5:00 PM
5. Proposal Opening Date (Proposal Submission Deadline) <a href="https://ulm.zoom.us/j/6744460662">https://ulm.zoom.us/j/6744460662</a> Join by Phone: (US) +1 312 626 6799 Meeting ID: 674 446 0662	7/12/2022	3:00 PM
6. Best and Final Offer with Proposers, if applicable	To be scheduled	
7. Notice of Intent to Award to be issued	To be scheduled	
8. Contract Initiation	07/01/2023	

**NOTE: The 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.**

**1.7 Proposal Submittal**

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.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 the ULM Purchasing Department. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** 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. The ULM Purchasing Department is not responsible for a Proposer’s failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposers are hereby advised that the U.S. Postal Service and Express Carriers do not make deliveries to the ULM Purchasing Department directly.

Proposals may be mailed through the U.S. Postal Service to the ULM Purchasing Department at:  
University of Louisiana at Monroe  
Purchasing Department – Coenen Hall 140  
Attn: Cheri Perkins – Purchasing Director  
700 University Avenue  
Monroe, LA 71209-2250

If delivering by U.S. Postal Service to the address above, please allow sufficient time for the mail to then be transmitted to the ULM Purchasing Department. The ULM Purchasing Department must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

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

- X Proposal Name: **Exclusive Sports Sponsorship and Marketing Agreement**
- X Solicitation Number: **RFP 50006-80**
- X Proposal Opening Date and Time: **July 12, 2022 at 3:00 p.m. CST**

**OR**

Proposals may be delivered by hand or courier service to the ULM Purchasing Department physical location at:

University of Louisiana at Monroe  
Purchasing Department  
4014 LaSalle Street  
Monroe, LA 71209-2250

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

- X Proposal Name: **Exclusive Sports Sponsorship and Marketing Agreement**
- X Solicitation Number: **RFP 50006-080**
- X Proposal Opening Date and Time: **July 12, 2022 at 3:00 p.m. CST**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the ULM Purchasing Department physical location. The ULM 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.

All proposals shall be received by the ULM Purchasing Department **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**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.**

## **1.8 Proposal Response Format**

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

- A. **Cover Letter**: The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the proposed contract. 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 the University.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the University'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 the ULM 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 must be submitted to the ULM Purchasing Department before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

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;
- o 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. **Technical Proposal:**
- **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, corporate or organization structure, number of years in business, and existing customer satisfaction. Additionally, Proposers should describe their experience providing similar services to other Intercollegiate NCAA Division I Athletic Programs with 5 references from previous clients including names, titles and telephone numbers of institution personnel.
  - **Quality, Approach and Methodology:** Illustrating and describing proposed solution and compliance with the RFP requirements. The Proposer's response should give detailed responses to all the requirements and not just include a response of Yes and/or No. Additionally, the proposer's approach and methodology should:
    - Describe the approach to Onsite Project Management and Quality Assurance.
    - Describe the approach to Customer Service and Accounts Receivable Management.
    - Provide Marketing Plan and describe the approach to Marketing.
    - Describe the quality of the products to be provided by indicating any proprietary features or materials within the products.
    - Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes ULM to consider.
  - **Product Samples:** Provide one sample of each of the following in the color range required by the University, and shall conform to the University's standards for numbers and logos as seen in Attachment III- ULM Style Guide.
    - Football game jersey in the maroon.
    - Men's Basketball game jersey in maroon.
    - Baseball game jersey in maroon.
    - Coaches game polo in maroon.
  - **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc. Address how the Proposer plans to transition from existing apparel to new apparel that will be covered by the exclusive Athletic Apparel contract upon expiration. Proposers should also indicate how many days will be required for delivery of products upon receipt of a valid Order from the University.
  - **Inventory Transition :** Institution shall be granted an 18 month transition period in the event that the institution changes brands.
- D. **Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation:** Proposers must provide proof of their status as a certified Program participant, if

applicable.

- E. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted using **Appendix A, Proposal Response Form** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the University. A copy of the Proposer's catalog and Retail pricing sheet must be provided with the proposal.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".**

### 1.9 Number of Response Copies

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) additional copies of the proposal.
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) file.

### 1.10 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.

### 1.11 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 financial 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.) shall 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 shall 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 the 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 University shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the University’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”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer 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. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the University if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the University and hold the University harmless against all actions or court proceedings that may ensue which seek to order the University to disclose the information.

The University reserves the right to make any proposal, including proprietary information contained therein, available to University 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.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Non Mandatory Pre-Proposal Conference**

A non-mandatory pre-proposal conference will be held via Zoom on 6/14/2022 at 10:00 a.m. using the following Zoom Meeting information: <https://ulm.zoom.us/j/6744460662>

**Join by Phone: (US) +1 312 626 6799 Meeting ID: 674 446 0662**

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one (1) duly authorized representative attend the Pre-Proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the University will be stated in writing in response to written questions via an addendum to this RFP.

### **1.12.2 Proposer Inquiry Periods**

The University 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. The University 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 RFP 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 (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the University's contact person for this RFP, Cheri Perkins, by mail, express courier, e-mail, hand, or fax:

University of Louisiana at Monroe  
Purchasing Department – Coenen Hall 140  
Attention: Cheri Perkins  
700 University Avenue  
Monroe, LA 71209-225  
E-Mail: [perkins@ulm.edu](mailto:perkins@ulm.edu)

University of Louisiana at Monroe  
Purchasing Department – Coenen Hall 140  
Attention: Cheri Perkins  
4014 LaSalle Street  
Monroe, LA 71209-225  
Phone: 318-342-5210/ Fax: 318-342-5218

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

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 RFP 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 ULM employee or ULM consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The ULM Purchasing Department 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 the ULM 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 [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers 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/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 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 ULM employee or Contractor of ULM 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 the University. . "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 1.12.2** 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, the University and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the University and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or University Contractor who violates the Blackout Period may be liable to the University 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; or
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.

### **1.13 Errors and Omissions in Proposal**

The University 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: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer.

### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP

### **1.15 Performance Bond**

NOT REQUIRED FOR THIS RFP

### **1.16 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP

### **1.17 Changes, Addenda, Withdrawals**

The University reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The University 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.

### **1.18 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 the ULM Purchasing Department.

### **1.19 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 the ULM Purchasing Department pursuant to the RFP.

### **1.20 Waiver of Administrative Informalities**

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

### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the University to award a contract.

The University 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 the University to do so. Further, the University 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 the University.

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. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the University.

### **1.22 Ownership of Proposal**

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

### **1.23 Cost of Offer Preparation**

The University 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 the University.

### **1.24 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.

### **1.25 Taxes**

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

### **1.26 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, the University 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.

### **1.27 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. The University 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.

### **1.28 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, the University 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 Contract 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.

### **1.29 Written or Oral Discussions/Presentations**

NOT REQUIRED FOR THIS RFP.

### **1.30 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.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the University. 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.

The University Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an

advisory capacity regarding any Proposer or Proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

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

The committee may reject any or all proposals if it is considered in the best interest of the University.

### **1.33 Best and Final Offers (BAFO)**

The University 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 to participate 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 the University in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate the University to a commitment to enter into a contract.**

### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the University'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 the University 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. The University must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.35 Contract Award and Execution**

The University 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 the University.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment 2** 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 executed. The University's mandatory terms and conditions, required by the State of Louisiana, including but not limited to those contained in **Section 1.24** of this RFP 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, the University 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 score, whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The University intends to award to a single Proposer.

### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, The University Purchasing Department 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 and approval by the University. 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 the University, the University may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

The University Purchasing Department 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 the ULM Director of Purchasing within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

### **1.37 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 the University Purchasing Department. Contact may be made by phone at 318-342-5210 or E-mail to [perkins@ulm.edu](mailto:perkins@ulm.edu).

### **1.38 Insurance Requirements**

NOT REQUIRED FOR THIS RFP

### **1.39 Subcontractor Insurance**

NOT REQUIRED FOR THIS RFP

### **1.40 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 the University and the State of Louisiana from suits, actions, damages and costs of every name and description relating to personal injury and damage to 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 the University or State of Louisiana.

Contractor will indemnify, defend and hold ULM and the State of Louisiana 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 the University or the State of Louisiana 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 the University or the State of Louisiana 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 the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University or the State of Louisiana 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) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University'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 University'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 the University 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 the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University 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.

The University 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.

## **1.41 Payment**

The Contractor shall be paid for product delivered in accordance with the below:

### **1.41.1 Payment for Services**

- a. The University shall pay the Contractor in accordance with the Proposal Response Form set forth in **Appendix A** of this RFP.
- b. The Contractor may invoice the University upon shipment at the billing address designated by the University.
- c. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University.
- d. Percentage discount according to contract is to be percentage off retail cost, and evidence of retail cost must be included on ALL INVOICES.
- e. All invoices must reference the assigned intercollegiate sport or department and will be submitted for approval and processing for payment to the email addresses listed in the resulting contract. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.
- f. Invoices can be paid by University purchasing card or check.
- g. Statements are to be emailed to the University's Athletics Business Office to the email addresses listed in the resulting contract.
- h. The Contractor shall not add additional charges for delivery to invoices/items. Prices must be inclusive of all delivery fees.
- i. The Contractor shall be aware that due to the University fiscal calendar, which is July 1 – June 30, orders placed for a specified athletic season will only be paid from the corresponding fiscal year (e.g. 2023-2024 Athletic season orders shall not be paid prior to July 1, 2023, regardless of whether or not the order was placed prior to July 1, 2023.)
- j. The Contractor will not hold the University accountable for outstanding invoices due to discrepancy or Contractor fault.
- k. The Contractor shall not proceed with processing orders without a valid order from the ULM Equipment Manager, ULM Athletic Business Office, or ULM Purchasing Department.
- l. The Contractor may not cancel an order unless written notification is sent to the ULM Equipment Manager or Athletic Business Office.
- m. The Contractor shall not supply in excess of quantities specified on an Order. The Contractor shall be liable for handling charges and return shipment costs for any excess quantities.

### **1.41.2 Late Payments**

Interest due by ULM for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

### **1.41.3 Electronic Vendor Payment Solutions**



The University usually issues payment by check. However, the University may desire to make payment to the awarded Contractor(s) electronically. The methods of payment may be EFT payments sent directly from the University's bank directly to the payee's bank.

#### **1.42 Termination**

The University has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy

or other unlawful means of obtaining any contract with ULM; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the University; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

##### **1.42.1 Termination of the Contract for Cause**

The University 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 the University 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 the University 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 the University to comply with the terms and conditions of the contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

##### **1.42.2 Termination of the Contract for Convenience**

The University may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The University shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

##### **1.42.3 Termination for the 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.

#### **1.43 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the University. 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 the University.

#### **1.44 No Guarantee of Quantities**

The quantities or spend 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 the University to increase or decrease the amount, at the unit price stated in the proposal.

The University does not obligate 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.

#### **1.45 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of ULM, Division of Administration, or others so designated by the DOA, 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.

#### **1.46 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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

#### **1.47 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.

#### **1.48 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 the University and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of the contract.

#### **1.49 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.

#### **1.50 Contract Changes**

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

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.

#### **1.51 Substitution of Personnel**

NOT APPLICABLE TO THIS RFP

#### **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; 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 all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

#### **1.54 Proposer's Certification of No Federal 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).

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

##### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation,

suspension or debarment exists, proposer shall so state.

#### **1.54.2 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.

#### **1.55 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.

#### **1.56 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 Environmental Protection Agency (EPA) list of Violating Facilities.

#### **1.57 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).

#### **1.58 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 Environmental Protection Agency (EPA) List of Violating Facilities.

#### **1.59 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.

#### **1.60 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.

#### **1.61 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

the University, if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

#### **1.62 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University 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 the University's right to audit or to withhold University owned documents.

#### **1.63 Security**

Contractor's personnel shall comply with all security regulations in effect at the University's premises and the University's Information Security Policies for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

#### **1.64 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The University reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.65 Key Internal Control Outsourcing**

NOT REQUIRED FOR THIS RFP.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 General**

The Contractor shall provide required athletic apparel, shoes, and accessories for all intercollegiate athletic programs offered at the University as agreed to, in any resulting contract. The Contractor may provide sports equipment, however, the University will purchase equipment from other sources if the Contractor is not able to provide equipment specified. All products supplied by the Contractor shall be durable, shall be within the range of colors required by the University, and shall conform to the University's standards for numbers and logos as seen in Attachment III- ULM Style Guide.

If products are deemed insufficient by the University at any time during the duration of the contract, the University reserves the right to outsource insufficient products.

The Contractor should:

- a. Preferably be a single Contractor for uniforms, apparel, shoes and other footwear, and athletic accessories, for each sponsored intercollegiate athletic program.
- b. Have a direct relationship with the University without third party vendor involvement.
- c. Provide a dedicated regional contact that is available year round and makes regular scheduled visits to campus and post season events.
- d. Provide a project team to work with University representatives, including designers, developers, account managers, and field representatives, and in each sport to enhance branding efforts.
- e. Provide advisement on NCAA compliant apparel and industry updates.
- f. Assist the University Athletics Department, in partnership with the Office of Communications and Marketing, in activation of retail product and brands within the University marketplace and university partners.
- g. Provide wear testing or sampling of sport product prior to the product being introduced in the marketplace.
- h. Process University Orders to meet re-supply requirements. Deliver to University in accordance to mutually agreed upon schedules and to mutually agreed upon delivery destinations.
- i. Produce and/or post quarterly creative social media content (video/graphic).
- j. Provide the most current manufacturer's catalog as it is updated throughout the term of the Contract.
- k. Provide promotional merchandise that will escalate each year throughout the Contract preferably starting at no less than \$100,000. The promotional merchandise will preferably increase by no less than \$25,000 each year of the Contract.
- l. Provide the promotional merchandise money not used for that year in the form of a check back to the University. If not a check, then the University will request that the promotional money rollover to the next year. Contractor shall provide documentation of account balance for promotional merchandise at the end of each contract year.
- m. Uniforms, apparel and shoes are purchased as required for each sports program. Generally, practice clothing, outerwear and certain accessories are purchased each year. Game uniforms are purchased yearly and as needed. A detailed breakdown of product desired is shown below.

The Contractor shall:

- a. Provide complimentary fill-in uniforms to Football, Men's Basketball, Women's Basketball, Baseball, Softball, Volleyball, Soccer, Track and Field, and Cross Country on a yearly basis.
- b. Provide twenty-four (24) hour, seven (7) days a week technical support.
- c. Provide a product for all teams, and must meet the University's brand standards, including but not limited to consistency in color, logos and fonts approved by the University.
- d. Provide ease of return/exchange procedures that will allow the use of credit memorandums per University policy. Credit memos should be issued within thirty (30) days for return/exchanges and defective products.
- e. The Contractor will issue credit memos that are to be refunded after ninety (90) days of issuance.
- f. Provide custom shoe fitting for various sports to ensure the student-athlete with the best and safest quality footwear for competition.

## **2.1.1 Pricing**

### **2.1.1.a Percent Discount Pricing**

Proposers should provide a percent discount pricing schedule which includes the retail price on each item for pricing comparison of garments, equipment and athletic supplies for which the University will be charged. Proposers must address how the pricing level will be determined (Reference Appendix A – Section 1.1 - Proposal Response Form of this RFP).

### **2.1.1.b Pricing - *Compensation Merchandise***

Proposer shall provide pricing pertaining to Minimum Purchasing Requirements and Compensation Merchandise at the thresholds as indicated in Appendix A- Section 1.2.

## **2.1.2 Incentives**

### **2.1.2.a *Merchandise at Retail Value***

Proposers should provide incentives to the University for Merchandise at Retail Value as noted in Appendix A- Section 2.1

### **2.1.2.b Incentives - *Compensation Merchandise***

Proposer shall provide pricing pertaining to Minimum Purchasing Requirements and Compensation Merchandise at the thresholds as indicated in Appendix A- Section 2.2.

## **2.1.3 *Signing Bonus***

Provide a marketing stipend or annual contribution using Appendix A – Section 3.

## 2.2 Deliverables

The deliverables are as described in Part II Scope of Work/Services Sections 2.1 are desired from the successful Proposer as well as the below deliverables listed. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

The deliverables sought under this RFP are:

Uniforms, apparel and shoes are purchased as required for each sports program. Generally, practice clothing, outerwear and certain accessories are purchased each year. Game uniforms are purchased yearly and as needed. A detailed breakdown of product desired is shown below.

Athletic and athletically inspired or derived footwear.

Authentic competition apparel consisting of:

- Uniforms
- Sideline or courtside jackets and sweaters, Game day warm-ups
- Basketball shooting shirts
- Hats and visors
- Wind suits, Rain gear, Practice wear
- Thermal wear and performance undergarments

Other apparel articles, including but not limited to:

- Polo shirts
- Golf shirts
- T-shirts
- Sweat suits

Athletic separates and other body coverings and accessories including, but not limited to:

- Headwear (other than protective headwear)
- Headbands
- Wristbands
- Carrying and equipment bags (with the exception of golf bags)
- Socks
- Hand towels
- Football gloves
- Batting gloves
- Weight training gloves
- Elbow and knee pads

Also the following items:

- Non-prescription sunglasses, and protective and performance eyewear
- Other items the company may add to its product line during the term of the Contract
- Potential special game day promotions (i.e. Blackout, Play4Kay Pink Out, Military Appreciation)



Additionally, an Outstanding Invoice Accounts Receivable Report shall be considered as an expected deliverable and must be submitted monthly to the Athletic Business Office.

## 2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the Proposal Response Form furnished herein on **Appendix A**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items.

## 2.4 Location:

The location the delivery is to be completed is at the Athletics Department of the University of Louisiana at Monroe campus.

ULM Athletics  
c/o (sport specific)  
308 Warhawk Way  
Monroe, LA 71209

## 2.5 Proposal Elements

### 2.5.1 Technical

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

- **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, corporate or organization structure, number of years in business, and existing customer satisfaction. Additionally, Proposers should describe their experience providing similar services to other Intercollegiate NCAA Division I Athletic Programs with 5 references from previous clients including names, titles and telephone numbers of institution personnel.
- **Quality, Approach and Methodology:** Illustrating and describing proposed solution and compliance with the RFP requirements. The Proposer's response should give detailed responses to all the requirements and not just include a response of Yes and/or No. Additionally, the proposer's approach and methodology should:
  - Describe the approach to Onsite Project Management and Quality Assurance.
  - Describe the approach to Customer Service and Accounts Receivable Management.
  - Describe the extent to which the Proposer will work directly with the University without third party vendor involvement.
  - Provide Marketing Plan and describe the approach to Marketing.
  - Describe the quality of the products to be provided by indicating any proprietary features or materials within the products.
  - Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes ULM to consider.

- **Product Samples:** Provide one sample of each of the following in the color range required by the University, and shall conform to the University's standards for numbers and logos as seen in Attachment III- ULM Style Guide.
  - Football game jersey in the maroon.
  - Men's Basketball game jersey in maroon.
  - Baseball game jersey in maroon.
  - Coaches game polo in maroon.
  
- **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc. Address how the Proposer plans to transition from existing apparel to new apparel that will be covered by the exclusive Athletic Apparel contract upon expiration. Proposers should also indicate how many days will be required for delivery of products upon receipt of a valid Order from the University.
  
- **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

## 2.5.2 Financial

Describe any potential charges for proposed goods and/or services associated with the RFP program implementation and administration that you wish ULM to consider. Proposers should provide detail related to financial incentives to be included in their response. (Reference **Appendix A - Proposal Response Form**, of this RFP)

## 2.5.3 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 University. 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 or percentage 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.

In RFP's requiring the compliance of a good faith subcontracting plan, the University may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the University reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the University, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the University, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>

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](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:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

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:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
<b>Technical Proposal (Section 3.1)</b> Proposer Qualifications and Experience (≤ 13 points) Quality, Approach and Methodology (≤ 15 points) Sample: Color/Quality (≤ 10 points) Project Schedule (≤ 10 points)	<i>48</i>
<b>Financial Proposal (Section 3.2)</b> Pricing: Percent Discount Pricing (≤ 15 points) Compensation Merchandise (≤ 5 points) Incentives: Merchandise at Retail Value (≤ 15 points) Signing Bonus (≤ 5 points)	<i>40</i>
Veteran and Hudson Initiative ( <b>Section 3.3</b> )	<i>12</i>
Total Possible Points	<i>100</i>

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

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal, (The Proposer, Marketing Proposal and Proposal Format). Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

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

### **3.1 Technical Proposal (0-48 points)**

1. Proposer Qualifications and Experience (≤ 13 points)
2. Quality, Approach and Methodology (≤ 15 points)
3. Sample: Color/Quality (≤ 10 points)
4. Project Schedule (≤ 10 points)

### **3.2 Financial Proposal (0-40 points in total)**

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

Note: The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of State travel will be subject to prior approval by the Secretary of the agency or his/her designee.

The following financial criteria will be evaluated:

**1. Pricing                    (0-20 points)**

1.1. Percentage Discount Pricing                    (0-15 points)

Complete **Appendix A-Proposal Response Form**, of this RFP, to offer a percentage discount from suggested retail pricing for the following categories:

- Apparel
- Accessories
- Footwear

Proposers are also requested to submit a % (percent) discount for early booking date(s), all sports.

1.2. Compensation Merchandise                    (0-5 points)

**2. Incentives                    (0-15 points)**

Include information relative to incentives to be provided. Provide discussion and pricing pertaining to Minimum Purchasing Requirements, Compensation Merchandise and Signing Bonus.

2.1. Merchandise at Retail Value (0-15 points)

**3. Signing Bonus            (5 points)**

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

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified

small entrepreneurs as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Products to be supplied must meet acceptable durability standards.

Products to be supplied must be within the range of colors provided by ULM (see Attachment 3 – Style Guide).

The time frame required for delivery of products is an important component of this process and must be within accepted industry standards.

### **4.2 Performance Measurement**

The above Performance Requirements will be evaluated on an ongoing basis with the accepted Contractor.

### **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.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the University, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the University, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

**APPENDIX A**  
**RFP No. 50000-080**  
**PROPOSAL RESPONSE FORM**  
**PAGE 1 OF 2**

1. PRICING: Submit discount pricing percentages on all men's and women's catalog items for the categories listed below:

1.1 Percent Discount Pricing

ITEMS	Percent (%) Discount from Retail
Apparel	_____
Accessories	_____
Footwear	_____

2. INCENTIVES

2.1 Merchandise at Retail Value

Football Merchandise at Retail Value

Football Conference Championship Win \$ \_\_\_\_\_

Baseball

Baseball Regular Season Conference Championship \$ \_\_\_\_\_

Baseball Headwear \$ \_\_\_\_\_

Softball

Softball Regular Season Conference Championship \$ \_\_\_\_\_

Softball Headwear \$ \_\_\_\_\_

Basketball (Women's)

Women's Basketball Regular Season Conference Championship \$ \_\_\_\_\_

Women's Basketball NCAA Appearance \$ \_\_\_\_\_

Basketball (Men's)

Men's Basketball Regular Season Conference Championship \$ \_\_\_\_\_

Men's Basketball NCAA Appearance \$ \_\_\_\_\_



**APPENDIX A  
RFP No. 50006-080  
PROPOSAL RESPONSE FORM  
PAGE 2 OF 2**

2.1 INCENTIVES - MERCHANDISE AT RETAIL VALUE -CONTINUED

All Other Programs

Conference Championship (other sports not referenced above) \$ \_\_\_\_\_

Coach of the Year – Conference (any sport) \$ \_\_\_\_\_

Marketing Activation dollars for Co-Branding Marketing Incentives \$ \_\_\_\_\_

2.1 Incentive - Merchandise at Retail Value..... **TOTAL \$** \_\_\_\_\_

**ALL INCENTIVE ALLOTMENTS ARE TO BE IN RETAIL VALUES OF PRODUCT**

**2.2 Compensation Merchandise**

Provide pricing pertaining to Minimum Purchasing Requirements and Compensation Merchandise for the following:

Min. Purchase Requirements	Compensation Merchandise
a. \$400,000	_____
b. \$700,000	_____

Use of Proposers Products:      **INCLUDE DISCUSSION OF OTHER INCENTIVES**  
**PROVIDE DISCUSSION FOR ANNUAL PERCENTAGE INCREASE OF INCENTIVES**

**3. Signing Bonus**

SIGNING BONUS: \$ \_\_\_\_\_

\_\_\_\_\_ days required for delivery of products ordered upon receipt of a valid order from the University.

**\*\*\* A copy of the Proposer's catalog and Retail pricing sheet must be provided with the Financial Proposal. \*\*\***

**ATTACHMENT 1  
RFP No. 50006-080  
Athletic Team Make-up and Scholarships**

**UNIVERSITY OF LOUISIANA AT MONROE**

**MALE TEAMS**

<u>Team</u>	<u># Athletes</u>	<b>MALE TEAMS</b> <u># on Scholarship</u>	<u>NCAA Sanctioned</u>
Baseball	45	27	YES
Basketball	15	13	YES
Football	130	85	YES
Golf	10	9	YES
Cross Country	9	9	YES
Indoor Track & Field	27	21	YES
Outdoor Track & Field	30	14	YES

**FEMALE TEAMS**

<u>Team</u>	<u># Athletes</u>	<b>FEMALE TEAMS</b> <u># on Scholarship</u>	<u>NCAA Sanctioned</u>
Basketball	19	15	YES
Beach Volleyball	14	6	YES
Soccer	33	25	YES
Softball	22	23	YES
Tennis	8	8	YES
Cross Country	9	9	YES
Indoor Track & Field	30	31	YES
Outdoor Track & Field	30	31	YES
Volleyball	15	12	YES

**ATTACHMENT 2**

**Sample Generic Contract**

**University of Louisiana at Monroe**

**EXCLUSIVE SPORTS SPONSORSHIP  
and MARKETING AGREEMENT**

**1. CONTRACT**

Be it known, that effective upon approval by the Director of Purchasing and authorized signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions. The Contractor further agrees to extend the products and services in this Agreement and associated Request for Proposal to any/all University of Louisiana institutions, at their option, under the same cost and terms as represented to ULM in the Proposer's response, all in accordance with the provisions of La. -R.S. 39:1702(A).

**2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

**3. TERM OF CONTRACT**

This Contract is effective upon the University approval and will end no later than twelve (12) months, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the University and acceptance of the Contractor, this Contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed Sixty (60) months.

**4. DELIVERABLES**

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

**5. PERFORMANCE STANDARDS**

**5.1. PERFORMANCE REQUIREMENTS**

**5.2. PERFORMANCE MEASUREMENT/EVALUATION**

**5.3. 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.

If the Contractor proposed a good faith subcontracting plan, the University, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the University, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

## **6. PAYMENT TERMS**

The University shall pay the Contractor in accordance with the Proposal Response Form set forth in **Appendix A** of this RFP. The Contractor may invoice the University upon shipment at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Percentage discount according to contract is to be percentage off retail cost, and evidence of retail cost must be included on ALL INVOICES. All invoices must reference the assigned intercollegiate sport or department and will be submitted for approval and processing for payment to the email addresses listed in the resulting contract. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Invoices can be paid by University purchasing card or check. Statements are to be emailed to the University's Athletics Business Office to the email addresses listed in the resulting contract. The Contractor shall not add additional charges for delivery to invoices/items. Prices must be inclusive of all delivery fees. The Contractor shall be aware that due to the University fiscal calendar, which is July 1 – June 30, orders placed for a specified athletic season will only be paid from the corresponding fiscal year (e.g. 2021-2022 Athletic season orders shall not be paid prior to July 1, 2021, regardless of whether or not the order was placed prior to July 1, 2021.) The Contractor will not hold the University accountable for outstanding invoices due to discrepancy or Contractor fault. The Contractor shall not proceed with processing orders without a valid order from the ULM Equipment Manager, ULM Athletic Business Office, or ULM Purchasing Department. The Contractor may not cancel an order unless written notification is sent to the ULM Equipment Manager or Athletic Business Office. The Contractor shall not supply in excess of quantities specified on an Order. The Contractor shall be liable for handling charges and return shipment costs for any excess quantities.

## **7. TAXES**

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Appendix "A"** to this Contract. State agencies are exempt from all State and local sales and use taxes.

## **8. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

## **9. TERMINATION**

The University has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or

other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the University; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **9.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the University 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 the University may, at its option, place the Contractor in default and this 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 the University to comply with the terms and conditions of this Contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

### **9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The University may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The University shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

### **9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **10. CONTRACT MODIFICATIONS**

No amendment or modification 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 this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this 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 this Contract.

## 11. OWNERSHIP

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

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

## 12. 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.

## 13. 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 the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to 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 the University.

Contractor will indemnify, defend and hold the University 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 the University 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 the University 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, the University 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) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University'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 University'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 the University 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 the University up to the dollar amount of this Contract. Any injunction that is issued against the University which prevents the University from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate this Contract. In the event of such termination, the University 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 this 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 this Contract, or two (2) times the charges for services rendered by the Contractor under this 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.

The University 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.

#### **14. 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.

#### **15. 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.

#### **16. 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 the University for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.



## **17. 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 the University 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.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **18. ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the University. 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 the University.

## **19. 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 the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

## **20. CONFIDENTIALITY**

The following provision will apply unless the University 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 University's operations which are designated confidential by the University 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 University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University 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 State to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this 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 this Contract, or is rightfully obtained from third parties.

## **21. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

## **22. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this 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.

## **23. 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.

## **24. 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.

## **25. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State 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 State's right to audit or to withhold State owned documents.

## **26. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the University's premises and the University's Information Security Policies for materials and property belonging to the University or to the project. Where special security precautions are warranted, the University shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

## **27. COMMENCEMENT OF WORK**

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

## **28. 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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. 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.

### **29. 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.

### **30. 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 Environmental Protection Agency (EPA) list of Violating Facilities.

### **31. 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).

### **32. 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 Environmental Protection Agency (EPA) List of Violating Facilities.

### **33. 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.

### **34. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

**35. 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 considered by the Louisiana Legislature or any local governing authority.

**36. HEADINGS**

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

**37. 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 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing 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.

**38. 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.

**39. 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 Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

UNIVERSITY OF LOUISIANA AT MONROE  
SIGNATURE:

By: \_\_\_\_\_

Title \_\_\_\_\_

## ATTACHMENT 3

# STYLE GUIDE – 2018

Reproduction of any logos or wordmarks is prohibited without the approval of University of Louisiana Monroe and Licensed Licensing Partners.  
For licensing information, please contact Licensed Licensing Partners at (616) 395-0676.

### PRIMARY MARK



URL: [www.ulm.edu](http://www.ulm.edu)  
Location: Monroe, Louisiana  
Established: 1931

### PRIMARY ATHLETIC MARK



Conference: Sunbelt Conference  
Name: Warhawks • Mascot: Ace the Warhawk  
URL: [www.ulmwarhawks.com](http://www.ulmwarhawks.com)



variations

### SECONDARY ATHLETIC MARKS



icon

**WARHAWKS**

wordmark

### COLORS



**WARHAWK**  
PANTONE® 202 C  
PANTONE® 202 U  
CMYK 9/100/64/48  
RGB 134/30/51  
HEX #862633



**HERITAGE GOLD**  
PANTONE® 124 C  
PANTONE® 124 U  
CMYK 0/30/100/0  
RGB 234/170/0  
HEX #EAAA00



**DARK GREY**  
PANTONE® COOL GREY 10 C  
PANTONE® COOL GREY 10 U  
CMYK 40/30/20/66  
RGB 99/102/106  
HEX #63666A



**MID LIGHT GREY**  
PANTONE® COOL GREY 3 C  
PANTONE® COOL GREY 3 U  
CMYK 9/5/7/16  
RGB 200/201/199  
HEX #C3C9C7

### FONTS

Garamond Premier Pro Light Display  
Garamond Premier Pro Light Italic Display  
Garamond Premier Pro Regular  
Garamond Premier Pro Italic  
Garamond Premier Pro Bold  
Garamond Premier Pro Bold Italic

Univers 47 Light Condensed  
Univers 47 Light Condensed Oblique  
Univers 59 Ultra Condensed  
Univers 67 Bold Condensed  
Univers 67 Bold Condensed Oblique  
Univers 85 Extra Black

### VERBIAGE

University of Louisiana Monroe® • ULM® (athletic preferred) • Talons Out® • Take Flight®  
We Are The Warhawks™ • Warhawks™ (athletic preferred) • ULM Warhawks™ (athletic preferred) • The Best is on the Bayou®