



INVITATION TO BID

DO NOT SHIP BASED UPON THIS BID

Return this **SIGNED** form to:
Louisiana Tech University
Office of Purchasing
PO Box 3157
208 Keeny Circle, RM 408
Ruston, Louisiana 71272

Bid Number: 50012-603-26 **Bid Title:** Exclusive All-Sports Athletic Apparel Agreement

Bid Schedule:

Pre-Bid Conference:

N/A

Bid Submission Deadline / Opening:

August 14, 2025 @ 2:00 PM

Bidder agrees to comply with all conditions below and attached to this request.

Prices are to be complete and the FOB point is to be Louisiana Tech University unless otherwise specified.

Bidder Information: (Bidder to provide all required information)

(Full Company Name)

(Full Street or Mailing Address)

(City)

(State)

(Zip)

(Phone)

(Email)

(Fax)

(Company Quote Number if Applicable)

PRICES MUST BE FIRM FOR AT LEAST 30 DAYS FROM BID OPENING DATE

FAILURE TO SIGN BELOW IN INK SHALL DISQUALIFY BID

Typed or Printed Name / Title

Authorized Signature

The Louisiana Tech University Office of Purchasing is seeking SEALED BIDS for the following:

Exclusive All-Sports Athletic Apparel Agreement

No Bid Bond is required for this solicitation

This solicitation also allows for four (4) additional one (1) year renewal periods, after the initial period, if both the University and the Awarded Vendor mutually agree.

See Attached Bid Specifications for additional details

PLEASE SEE THE ATTACHED SCHEDULE OF EVENTS FOR CRITICAL DEADLINES AND DATES

ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING VIA MAIL OR IN PERSON.

The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Louisiana Tech University is not responsible for any delays caused by the bidder's chosen means of delivery.

For questions regarding specifications, please contact the Office of Purchasing at 318-257-4205 or purchasing@latech.edu. Please ensure that the above bid number appears on all communications.

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items.

Part 1: Administrative and General Overview

1.1 General Overview:

Louisiana Tech University Office of Purchasing is soliciting bids for Exclusive All-Sports Athletic Apparel Agreement to begin on July 1, 2026.

The University proposes to grant the Awarded Vendor the exclusive right to supply uniforms, apparel, shoes, and other footwear for all sponsored intercollegiate athletic programs and designated support personnel and programs. In consideration for the granting of such rights, the Awarded Vendor has agreed to make various payments and provide certain support to the University.

By entering into this agreement, the Parties aim to establish a meaningful commercial relationship that enhances the overall experience of Student Athletes at the University and supports the University’s athletic objectives. Through the creation of an Exclusive All Sports Athletic Apparel Agreement parties agree:

- 1. Designate a single supplier for uniforms, apparel, footwear, and athletic accessories for all sponsored intercollegiate athletic programs, as well as certain support staff and programs, while generating a consistent and reliable source of self-sustaining revenue to support the continued growth of the Athletics Department.
- 2. Ensure that a dedicated company representative is available to meet the needs of the University’s athletic programs in a timely, professional manner and to serve as a liaison in promoting the broader University community.
- 3. Create consistency in team apparel across all sports to enhance appeal to prospective student-athletes.
- 4. Strengthen and protect the Louisiana Tech University brand and image.
- 5. Reduce the cost of athletic supplies and materials through a comprehensive apparel agreement.
- 6. Secure high-quality products that meet standards of durability, performance, and appearance.

This relationship is intended to deliver significant revenue and financial support for University Athletics, while offering the Awarded Vendor consistent opportunities to engage with students, student-athletes, fans, and the University community, gaining visibility through various media and marketing channels.

1.2 Athletics Overview:

Louisiana Tech University is a coeducational public research university located in Ruston, Louisiana. Louisiana Tech University was designated as a Top Tier National University for 13 consecutive years by U.S. News & World Report college rankings. With a Carnegie R2 designation of High Research Spending and Doctorate Production, Louisiana Tech conducts research with ongoing projects funded by agencies such as the National Aeronautics and Space Association (NASA), the National Institutes of Health, the National Science Foundation, the Department of Defense, and the Federal Aviation Administration. Louisiana Tech University is among only a few institutions to hold National Center of Academic Excellence designations in Cyber Research and Cyber Defense Education by the National Security Agency (NSA). The University is also well known for its engineering and science programs.

Louisiana Tech University sponsors 16 varsity NCAA Division I athletic programs, comprising seven men's and nine women's teams. The institution is a member of Conference USA (CUSA) within the Football Bowl Subdivision (FBS). The Bulldog football team and the Lady Techsters women's basketball program have each secured three national championship titles. Notably, the Lady Techsters advanced to the Women's National Invitation Tournament (WNIT) following the 2024–2025 season.

NCAA Roster Limits				
Female Teams		# of Athletes	Male Teams	
Basketball		15	Baseball	34
Bowling		10	Basketball	15
Soccer		28	Football	105
Softball		25	Golf	9
Tennis		10	Cross Country	17
Cross Country		17	Track (Indoor/Outdoor)	45
Track (Indoor/Outdoor)		45		

In 2016, Louisiana Tech University claimed the Conference USA Men’s Golf Championship. The men's basketball team, known as the Dunkin’ Dogs, achieved significant success by securing a regular-season CUSA title and advancing to the National Invitation Tournament (NIT) Final Four during the 2020–2021 season. The Louisiana Tech University baseball team qualified for the NCAA Regional in 2015, with subsequent appearances in 2021, 2022, and 2024. Additionally, in 2021, the program hosted an NCAA Regional before being eliminated by College World Series (CWS) participant North Carolina State. The team subsequently won the 2022 CUSA Tournament championship and secured the 2024 CUSA regular-season title.

The Lady Techsters softball program has earned two CUSA tournament championships and participated in the NCAA Regional in both 2017 and 2019, in addition to winning the 2022 CUSA regular-season title. The university’s bowling team is consistently ranked among the top 25 programs nationwide. Since 2014, the Bulldogs football team has participated in several postseason bowl games, including the Independence Bowl, New Orleans Bowl, Hawaii Bowl, Frisco Bowl, Armed Forces Bowl, and Heart of Dallas Bowl.

Louisiana Tech University Athletics has seen record-breaking growth in its digital presence during the 2024-25 season, totaling nearly 70 million impressions across Twitter, Instagram, and Facebook. For the first time on record, the department recorded three consecutive months with over eight million impressions. Instagram led the way with close to 30 million impressions—more than doubling last season’s total of 12 million—and produced three straight months of 3+ million impressions, another program first. In addition, LA Tech Athletics has added over 50,000 new followers across all platforms, marking its highest single-season growth. Website engagement has remained strong as well, surpassing one million sessions for the fifth straight year and generating nearly 2.5 million page views.

Average Social Impressions for 2024-2025 Athletic Season		
Instagram	2.42+ Million	Per Month
Facebook	1.77+ Million	Per Month
X Formerly Known as Twitter	1.70+ Million	Per Month
Social Followers	4,400 Adds	Per Month

Annual expenditures are not guaranteed but have historically averaged around \$325,000 per year.

1.3 Term of Contract:

The contract agreement resulting from this bid will have an initial term of one (1) year, with the option for four (4) additional twelve (12) month renewals, not exceeding a total duration of sixty (60) months. The contract is expected to commence on or around July 1, 2026, and conclude on June 30, 2031, unless terminated earlier in accordance with the contract’s termination provisions. The total agreement duration shall not exceed sixty (60) months.

1.4 Definitions:

- 1. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this bid.
- 2. Contract – A legal binding agreement between the State and the Awarded Vendor
- 3. Awarded Vendor – Any person having a contract with a governmental body. For sections of this bid outlining required actions of a Awarded Vendor, the Awarded Vendor should be understood to refer to the successful vendor responding to this bid.
- 4. Discussions- For the purposes of this bid, a formal, structured means of conducting written or oral communications/presentations with responsible vendors who submit bids.
- 5. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(34).
- 6. Must - The term denotes mandatory requirements.

7. Bid – A submission by a vendor to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the bid specifications.
8. School – Louisiana Tech University
9. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(53).
10. Should – The term denotes a desirable action.
11. State- The State of Louisiana.
12. University – Louisiana Tech University
13. University Marks- Shall mean the trade and service marks of the University as they may exist from time to time.

1.5 Acronyms:

- A. C-USA – Conference USA
- B. DOA – Division of Administration
- C. NCAA – National Collegiate Athletic Association

1.6 Schedule of Events:

	<u>Date</u>	<u>Time (CDT)</u>
1. Posting of Bid Solicitation (Blackout Period Begins)	July 11, 2025	8:00 AM
2. Deadline to receive written inquiries	July 24, 2025	5:00 PM
3. Deadline to answer written inquiries	July 31, 2025	5:00 PM
4. Bid Opening Date	August 14, 2025	2:00 PM
5. Notice of Intent to Award to be issued	to be scheduled	
6. Contract Initiation	September 15, 2025	

NOTE: The University reserves the rights to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the sealed bid.

1.7 Bid Submittal:

All bids shall be received by the Office of Purchasing no later than the date and time shown in Section 1.6 the Schedule of Events of this bid.

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

Bid Name: Exclusive All-Sports Athletic Apparel Agreement

Bid Number: 50012-603-26

Bid Opening Date: August 14, 2025 @ 2:00 PM

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. Address for submission of bids is:

Office of Purchasing
Louisiana Tech University
208 Keeny Circle, Room 408
P.O. Box 3157
Ruston, LA 71272

It is recommended that bids be delivered by hand or courier service to our physical location at Room 408 Keeny Hall, 208 Keeny Circle, Ruston, LA 71270.

The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University is not responsible for any delays caused by the bidder's chosen means of delivery. Bidders should be aware of parking requirements and allow time to locate parking. Bidder is solely responsible for the timely delivery of its bid. Bids received after the due date and time will not be considered. In addition, bids received via fax or email are unacceptable.

1.8 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any bidder, or its agent or representative, is prohibited from communicating with any state employee or Awarded Vendor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any Awarded Vendor of the State. "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 bids for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Bid Inquiries section of this bid. All communications to and from potential 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 bidder is also an incumbent Awarded Vendor, the State and the incumbent Awarded Vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Awarded Vendor and/or its representative(s) discuss the blacked-out procurement. Any bidder, offeror, or state Awarded Vendor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

1.9 Response Format

The following list specifies the items to be addressed in the proposed bid. Please read it carefully and address it completely and in the order listed to facilitate the University's review of the bid.

Bids shall be organized into the sections identified below. The content of each section is detailed in the following pages.

1. Certification Statement (Attachment A)
2. Transmittal Letter
3. Executive Summary and Bid Overview
 - Criterion 1: Bidder Qualifications
 - Criterion 2: Service and Support Obligations
 - Criterion 3: Approach and Methodology Standards
4. Cost Submission
 - Criterion 1: Pricing of Purchase Products
 - Criterion 2: Incentives provided by Awarded Vendor

Certification Statement (Attachment A): Bidder will sign and return the bid cover sheet and print or type her/his name, company, address, telephone number and date. The person signing the bid must initial erasures or other changes. A bid signed by an agent is to be accompanied by evidence of his/her authority. The signer shall further certify that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal bidder.

Transmittal Letter: The Transmittal Letter accompanying the bid shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the bidder. It shall include:

1. A statement referencing all addenda and written questions, the answers and any clarifications to this bid issued by the University and received by the bidder. If no addenda have been received, a statement to that effect should be included.
2. A statement that the bid shall remain valid for six (6) months after the due date of the receipt of the bid.
3. A statement that identifies the Confidential Information as described in Section 1.46 Confidentiality.

Executive Summary and Bid Overview:

Criterion 1: Bidder Qualifications: The purpose of the Bidder Qualifications section is to confirm the ability of the Bidder to respond to this Bid and meet Louisiana Tech University's business requirements. Bidder must demonstrate that they have a stable business operation with sufficient experience and financial capacity to fulfill contract obligations per below:

1. Provide a brief description of the company, including its history, corporate structure, and organization. The number of years the company has been in business should be stated, with proof of at least five (5) consecutive years in business. Additionally, provide copies of most recent two years of financial statements, preferably audited.
2. Provide at least three (3) references for projects of similar size and scope; at least two (2) references from a competitive NCAA Division I institution; and narrative describing comparable contracts.

Bid submission will be deemed unresponsive if bidder cannot demonstrate five (5) years of continuous operation OR fails to submit financial statements OR fails to provide three (3) relevant references and two (2) NCAA Division I institution references.

Criterion 2: Service and Support Obligations: The purpose of the Service and Support Obligations is to confirm the ability of the bidder to meet all elements outlined in the *Expectations* section (Part II) of this bid. Bidders must demonstrate adequate resources, staffing, service protocols, and quality controls that meet University's expectations:

1. Must submit written confirmation that they can meet all elements outlined in the *Expectations* section of this bid.
2. Must identify at minimum a dedicated Account Manager with 3+ years of experience in similar contracts; and at least two additional service staff responsible for order management and customer support.
3. Must submit a sample standard operating procedure (SOP) outlining processes for ensuring color accuracy, logo placement, and font usage; proof of prior application standards preferred.
4. Must affirm knowledge or and compliance with NCAA apparel standards with written documentation.
5. Must provide written procedures covering return and exchange policies; delivery timelines; and sample invoicing showing compliance with University Policy.
6. Must provide sample screenshots or demo link of a dedicated online apparel shop and description of user interface features.

Bid submission will be deemed unresponsive if bidder cannot provide staffing plan, SOP for appearance standards, or cannot commit to dedicated online apparel shop.

Criterion 3: Approach and Methodology Standards: The purpose of the Approach and Methodology standards is to ensure the bidder has the capacity to supply all required items. Bidder must demonstrate proven supply capabilities, quality assurance procedures, and ability to meet contract deadlines and university purchasing restrictions:

1. Must confirm capability to supply full scope of required items; submit manufacturer certifications or distributor authorizations; provide list of at least 200 SKUs available for immediate fulfillment.
2. Must submit written quality control process; describe remediation procedures; submit sample documentation ensuring compliance with University's color and branding standards, including logos and numbering.
3. Must disclose the following:
 - a. Supply chain relationship, indicating if operating as direct manufacturer or through a distributor.

- b. Average fulfillment timeline. This must not exceed thirty (30) calendar days when the order and delivery occur within the same fiscal year and product is in season.
- c. A detailed order schedule with any restrictions.
- d. Written commitment not to invoice or ship product outside of the University's fiscal year (July 1 – June 30). For instance, orders for the 2026- 2027 athletic season placed during the 2025-2026 fiscal year shall not be delivered or invoiced until on or after July 1, 2026.
- 4. Must disclose minimum purchasing requirements, available discounts, and compensation merchandise.
- 5. Must confirm ability to apply University-approved logos, numbers, and customizations prior to delivery; provide sample images or client examples.

Bid submission will be deemed unresponsive if bidder cannot provide manufacturer certifications or distributor authorization, quality control plans, supply chain disclosures, or decoration ability.

Cost Submission:

Criterion 1: Pricing of Purchase Products:

Clearly describe any discounted pricing percentages. Discounted pricing percentages shall be submitted on the price schedule (Attachment B). Discounted pricing percentages submitted shall be firm for the duration of the contract. Percentage discount rate is to be percentage off retail cost and must include the most recent retail catalog with submission.

Completely fill out Evaluation Order Model (Attachment C). This form will be used to calculate a sample annual order cost which will be used in the evaluation process.

Criterion 2: Incentives provided by Awarded Vendor:

Provide a thorough and transparent description of all incentives offered, including their nature, value, and eligibility criteria. Additionally, ensure that Attachment B is fully and accurately completed, with all fields and supporting documentation included.

1.10 Confidential Information, Trade Secrets, and Proprietary Information

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Bidders are reminded that while trade secrets and other proprietary information they submit in conjunction with this solicitation may not be subject to public disclosure, protections must be claimed by the Bidder at the time of submission of its Bid. Bidders should refer to the Louisiana Public Records Act for further clarification.

1.11 Bidder Inquiry Periods

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the award and contract cycle. The University reasonably expects and requires responsible and interested Bidders to conduct their in-depth review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. Without exception, all inquiries **MUST** be submitted in writing by an authorized representative of the Bidder, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.6 Schedule of Events of this bid. The University reserves the right not to consider inquiries after the established deadline.

To ensure that bid documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) are directed to the appropriate persons within the Bidder's firm, each Bidder who intends to participate in this bid should provide the following information to the Office of Purchasing in order to ensure communications are directed appropriately.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

Inquiries concerning this solicitation must be delivered by e-mail only to:

Louisiana Tech University
Office of Purchasing Office
Attention: Clint Williams, Assistant Director of Purchasing
clintw@latech.edu or purchasing@latech.edu

No negotiations, decisions, or actions shall be executed by any Bidder as a result of any oral discussions with any University employee or consultant.

University reserves the right to change the schedule of events or revise any part of the bid by issuing an addendum to the bid at any time. Addenda, if any, will be posted LAPAC, the State of Louisiana's bid posting website. It is the responsibility of the vendor to check the website for addenda to the bid, if any.

1.12 Restrictions on Communications with University Staff

From the issue date of this bid until a Bidder is selected and a Contract award is made, Bidders are not allowed to communicate about the subject of the bid with any University administrator or faculty, staff, or members of the Board of Supervisors except:

- The Office of Purchasing representative, any Purchasing Official representing the University administration, or others authorized in writing by the Office of Purchasing.
- University representatives during Bidder presentations.

1.13 Errors and Omissions

The University will not be liable for any error in the bid. Bidder will not be allowed to alter bid documents after the deadline for submission, except under the following condition: The University reserves the right to make corrections due to patent errors identified in bids by the University or the Bidder. The University, at its option, has the right to request clarification or additional information from the Bidder.

1.14 Changes, Addenda, and Withdrawals

The University reserves the right to change the Schedule of Events or issue Addenda to the bid at any time. The University also reserves the right to cancel or reissue the bid if it is in the best interest of the University.

1.15 Withdrawal of Bid

A Bidder may withdraw a bid that has been submitted at any time up to the bid due date and time. To accomplish this, a written request signed by the authorized representative of the Bidder must be submitted to the Louisiana Tech University Office of Purchasing.

1.16 Waiver of Administrative Informalities

Louisiana Tech University reserves the right to accept or reject any or all bids, or part of bids, to waive any informalities, technicalities, clarify any ambiguities in bids, and unless otherwise specified to accept any item in the bid. Such waiver shall in no way modify the bid requirements or excuse the Bidder from full compliance with the bid specifications and other Contract requirements if the Bidder is awarded the Contract.

1.17 Bid Rejection

Issuance of this bid 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 Bids submitted or to cancel this bid if it is in the best interest of the University to do so.

Grounds for the rejection of bids include, but shall not be limited to:

- Failure of a Bidder to conform to the essential requirements of the bid.
- A Bid imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Bidder's liability to the University on the Contract awarded on the basis of such Solicitation.
- Failure of the Bidder to sign the bid. This includes the Certification Form
- Bids received after the bid due date and time specified in the bid.

1.18 Ownership of Bid

All materials (paper content only) submitted in response to this solicitation become the property of the University. Selection or rejection of a response does not affect this right. All bids submitted will be retained by the University and not returned to Bidders. Any copyrighted materials in the response are not transferred to the University.

1.19 Ownership of Contract

All records, reports, documents and other material delivered or transmitted to the Awarded Vendor by University shall remain the property of University, and shall be returned by the Awarded Vendor to University, at the Awarded Vendor's expense, at termination or expiration of this Contract. Except as may be mutually agreed to in writing by the parties, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Awarded Vendor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by the Awarded Vendor to University, at the Awarded Vendor's expense, at termination or expiration of this Contract.

1.20 Cost of Bid Preparation

The University is not liable for any costs incurred by prospective Bidders prior to issuance of or entering into a Contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to the bid are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by Louisiana Tech University.

1.21 Taxes

The Awarded Vendor shall be responsible for the payment and remission of all taxes – federal, state and local and all license fees, or any other tax applicable to its operation under this Contract or payable as a result of funds arising out of this Contract. The Awarded Vendor will comply with all Federal, State and local laws pertaining to its business operations and conform to general University policies and practices. The Awarded Vendor shall obtain and maintain at its sole cost and expense all necessary licenses, permits, approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise.

1.22 Bid Validity

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

1.23 Section Titles in Bid

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

1.24 Prime Bidder Responsibilities

The Awarded Vendor shall be required to assume responsibility for all items and services offered in the bid. The University shall consider the Awarded Vendor to be the sole point of contact with regard to contractual matters, including payment and all requirements of the Contract.

1.25 Use of SubAwarded Vendors

The Bidder shall serve as the single prime entity for all services provided pursuant to its Contract. That prime entity shall be responsible for all deliverables referenced in this bid. This general requirement notwithstanding, Bidders may enter into subAwarded Vendor arrangements. Bidders may submit a bid in response to this bid, which identifies subcontract(s) with others, provided that the Bidder acknowledges total responsibility for the entire Contract.

1.26 Written or Oral Discussions/Presentations

The University, at its sole discretion, may require all Vendors who submit bids determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet the University's objectives; however, the University reserves the right to enter into an Agreement without further discussion of the bid submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final Contract.

Written or oral Discussions/presentations for clarification may be conducted to enhance the University's understanding of any or all of the bids submitted. Bids may be accepted without such discussions.

1.27 Independent Price Determination

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

1.28 Acceptance of Bid Content

The mandatory bid requirements shall become contractual obligations if a Contract ensues. Failure of the successful Bidder to accept these obligations shall result in the rejection of the bid.

1.29 Contract Award and Execution

The University reserves the right to enter into a Contract without further discussion of the bid submitted based on the initial bids received.

The bid, including any addenda, and the bid of the Awarded Vendor will become part of any Contract initiated by the University. The University intends to award to a single Bidder.

1.30 Indemnification

The Awarded Vendor agrees to protect, defend, indemnify, save, and hold harmless, Louisiana Tech University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Awarded Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Awarded Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Louisiana Tech University, State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Awarded Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. Louisiana Tech University or the State of Louisiana may, but is not required to, consult with the Awarded Vendor in the defense of claims, but this shall not affect the Awarded Vendor's responsibility for the handling of and expenses for all claims.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Awarded Vendor, retain such monies from amounts paid to Louisiana Tech University as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.31 Intellectual Property Indemnification

The Awarded Vendor shall fully indemnify and hold harmless the University, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Awarded Vendor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the University.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Awarded Vendor believes that it may be enjoined, the Awarded Vendor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the University the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the University monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Awarded Vendor remains in default.

The Awarded Vendor shall not be obligated to indemnify that portion of a claim or dispute based upon the University's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by the Awarded Vendor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.32 Other Remedies

If the Awarded Vendor fails to perform in accordance with the terms and conditions of the Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the University, then, upon notice to the Awarded Vendor, the University may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Awarded Vendor and proceeding against any surety of the Awarded Vendor.

1.33 Evaluation and Selection

Vendors must provide thorough documentation showing they meet all requirements in Section 2.5. Failure to do so may lead to disqualification. Those who qualify will be evaluated on cost in Section 2.6. The contract will be awarded to the most responsive and responsible vendor based on a defined evaluation formula.

1.34 Determination of Responsibility

Determination of the Vendor's responsibility relating to this bid shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. The University must find that the Awarded Vendor:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance; and
5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.35 Payment for Services

1. The Awarded Vendor shall be paid for product delivered in accordance with a respective order. Invoices may be submitted as orders are shipped.
2. Percentage discount according to the contract is to be percentage off retail cost. Evidence of retail cost must be provided to the University upon request.
3. Itemized Invoices are to be emailed to the University's Athletics Accounts Payable to the email addresses listed in the contract.
4. Upon approval of each invoice, the University agrees to pay the Awarded Vendor within thirty (30) days of the invoice submission date or Net 30.
5. Any University dispute of billing data must be submitted in writing to the Awarded Vendor within thirty (30) days of receipt, otherwise the invoice will be considered approved and therefore, payable to the Awarded Vendor.
6. The Awarded Vendor shall be aware that while orders will be placed in advance, products will not be received at the time of ordering, and invoices will be paid only upon receipt of the product. Additionally, in alignment with the University's fiscal calendar (July 1 – June 30), orders for a specific athletic season should only be shipped and invoiced within the applicable fiscal year. For example, orders for the 2026-2027 athletic season should be placed in 2025-2026 but must not be shipped or invoiced until July 1, 2026.
7. The Awarded Vendor will not hold the University accountable for outstanding invoices due to discrepancy or Awarded Vendor fault.
8. The Awarded Vendor shall not provide quantities exceeding those specified in the Purchase Order. Any excess quantities will be the Awarded Vendor's responsibility, including handling charges and return shipment costs.

1.36 Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

1.37 Termination of the Contract for Cause

The University may terminate the Contract for cause based upon the failure of the Awarded Vendor 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 Awarded Vendor written notice specifying the Awarded Vendor's failure. If within thirty (30) days after receipt of such notice, the Awarded Vendor 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 Awarded Vendor in default and the Contract shall terminate on the date specified in such notice.

The Awarded Vendor 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 Awarded Vendor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

1.38 Termination of the Contract for Convenience

Louisiana Tech University may terminate the contract for convenience at any time by giving thirty (30) days written notice to the Awarded Vendor. The Awarded Vendor and University shall be entitled to payment for deliverables in progress under the terms of the contract.

1.39 Termination for Non-Appropriation of Funds

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

1.40 Assignment

The Awarded Vendor shall not assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Awarded Vendor 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.

1.41 No Guarantee of Quantities

The quantities referenced in this Bid 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 Bid.

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.

1.42 Audit of Records

The State of Louisiana Legislative Auditor, federal auditors, internal auditors of the Louisiana Tech University, 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 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.

1.43 Civil Rights Compliance

The Awarded Vendor 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 the Awarded Vendor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Awarded Vendor 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 the Awarded Vendor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract.

1.44 Record Retention

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

1.45 Record Ownership

All records, reports, documents, or other material related to any Contract resulting from this bid and/or obtained or prepared by the Vendor 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 Vendor to the University, at the Vendor's expense, at termination or expiration of the Contract.

1.46 Confidentiality

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 Awarded Vendor in order to carry out this Contract or which becomes available to the Awarded Vendor in carrying out the services of the bid, shall be protected by the Awarded Vendor 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 Awarded Vendor. If the methods and procedures employed by the Awarded Vendor for the protection of the Awarded Vendor's data and information are deemed by the University 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 Awarded Vendor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Awarded Vendor's possession, is independently developed by the Awarded Vendor outside the scope of the Contract or is rightfully obtained from third parties.

1.47 Content of Contract/ Order of Precedence

In the event of an inconsistency between the Contract, the bid and/or the Awarded Vendor's bid, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the bid and subsequent addenda (if any) and finally, the Awarded Vendor's bid.

1.48 Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this bid shall be made without the prior approval of Louisiana Tech University.

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

1.49 Governing Law

All activities associated with this bid process shall be interpreted under Louisiana Law. All bids and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this Bid.

1.50 Compliance

All services under this bid must be in strict compliance with Federal and State regulations, NCAA, Conference USA, and Louisiana Tech University rules and regulations. Awarded Vendor must ensure that all of its employees and agents are adequately instructed and knowledgeable of the applicable rules and regulations. Any concerns about compliance with any athletic rule(s) and regulation(s) in any way related to the University's athletics programs should be immediately communicated to the Louisiana Tech University Athletics Compliance Office.

1.51 Claims or Controversies

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

1.52 Vendor's Certification of No Federal Suspension or Debarment

By signing and submitting any bid for \$25,000 or more, the Vendor certifies that their company, any subAwarded Vendors, 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>.

1.53 Vendor's Eligibility

A statement of the Vendor's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the bid. 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, the Vendor shall so state.

1.54 Continuing Obligation

The Awarded Vendor 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 Awarded Vendor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.60 Warranties

The Awarded Vendor 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/Services.

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

1.61 Code of Ethics

The Awarded Vendor 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 Awarded Vendor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.62 Vendor's Cooperation

Any Vendor 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 Vendor shall not limit or impede the University's right to audit or to withhold University owned documents.

1.63 Security

The Awarded Vendor's personnel shall comply with all security regulations in effect at the University's premises, the Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/> and externally 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 Awarded Vendor, accordingly. The Awarded Vendor is responsible for promptly reporting to the State any known breach of security, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

1.64 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Bidder has considered all bids submitted from qualified, potential subAwarded Vendors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subAwarded Vendor 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. Vendor also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the vendor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.65 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees;

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, or Awarded Vendor certifies the following;

The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, or Awarded Vendor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

1.66 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Awarded Vendor, any of its employees, agents, or subAwarded Vendors will have access to State government information technology assets,

the Awarded Vendor's employees, agents, or subAwarded Vendors with such access must complete cybersecurity training annually, and the Awarded Vendor must present evidence of such compliance annually and upon request. The Awarded Vendor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

1.67 E-Verify

The Awarded Vendor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under the Contract.

Part II: Expectations

2.1 Scope of Work/Services

The Awarded Vendor shall provide all required athletic apparel, shoes, and accessories for all sports programs offered at the University as agreed to, in any resulting contract. All products supplied by the Awarded Vendor 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. See Identity and Branding Standards in **Attachment E** of this bid.

If the University determines at any point during the contract that the products do not meet the required standards or quantities, it reserves the right to procure the necessary products from alternative sources.

The Awarded Vendor shall:

1. Be a single supplier for uniforms, apparel, shoes and other footwear, and athletic accessories, for each sponsored intercollegiate athletic program and for certain support personnel and programs.
2. Provide a dedicated regional contact that is available twenty-four (24) hours a day, seven (7) days a week, year-round for technical support and makes regular scheduled visits to campus and post season events.
3. Provide a project team to work with University representatives, including designers, developers, account managers, field reps, and within each sport to enhance branding efforts.
4. Provide products for all teams with consistency in color, marks and fonts.
5. Provide advice on NCAA compliant apparel and industry updates.
6. Assist the University's Athletic Department in activation of retail product and brands within the University marketplace and with university partners.
7. Operate an online apparel store dedicated to Louisiana Tech, providing fans with a convenient platform to purchase official merchandise directly.
8. Set up a direct account for Louisiana Tech University licensed product(s).
9. Provide easy return and exchange procedures that allow the use of credit memoranda per University policy. At minimum, provide a thirty (30) day window for product exchanges and returns that includes return of defective products.
10. Provide wear testing or sampling of sport products prior to the product being introduced in the University marketplace.
11. Process University purchase orders to meet re-supply requirements for sports apparel, shoes and accessories.
12. Deliver to the University in accordance with mutually agreed upon schedules and to mutually agreed upon delivery destinations.
13. Provide the most current manufacturer's catalog as it is updated throughout the term of the contract.
14. Not proceed with a Purchase Order unless and until it has been authorized by the University Director of Purchasing or authorized representative.
15. The Awarded Vendor may not cancel a Purchase Order.
16. Not supply quantities exceeding those specified in the University's Purchase Order(s). Awarded Vendor shall be

liable for handling charges and return shipment costs for any excess quantities.

17. Ensure all work is to be packed in accordance with good commercial practice, unless otherwise specified. A complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including the University contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include the Purchase Order number. Unless otherwise specified, delivery shall be FOB University.
18. Have the capability to decorate apparel with logos and designs internally.

Uniforms, apparel, and shoes are to be 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.

- All athletic and athletically inspired or derived footwear or authentic competition apparel consisting of:
 - Uniforms (separate breakdown by sport below)
 - Sideline or courtside jackets and sweaters
 - Game-day warm-ups
 - Basketball shooting shirts
 - Football player caps
 - Wool and fitted caps
 - Wind suits
 - Rain suits
 - Sideline or courtside pants
 - Shorts and shirts and similar apparel
 - Practice wear
 - Thermal wear and performance undergarments
- Other apparel articles, including but not limited to:
 - Polo shirts
 - Golf shirts
 - Tank-tops
 - 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
 - Socks
- Potential special game day promotions (i.e. Blackout, Play4Kay Pink Out, Military Appreciation)

Current Uniform Allocation per Team

- Baseball – six (6) sets of jerseys and pants
- Men's Basketball – five (5) sets of jerseys and shorts
- Football – four (4) sets of jerseys and pants
- Women's Basketball – four (4) sets of jerseys and shorts
- Women's Soccer – four (4) sets of jerseys and two (2) sets of shorts
- Softball – five (5) sets of jerseys and pants
- Volleyball – four (4) sets of jerseys and shorts
- Men and Women's Track & Field/Cross Country– three (3) sets of jerseys and shorts
- Tennis – three (3) sets of match shirts and shorts
- Golf – three (3) sets of match shirts and pants

19. Athletic Staff will only wear uniforms and apparel acquired through Awarded Vendor unless written release is provided by supplier.
20. Band, Bowling, Cheer, Golf, and the Regal Blue dance team shall be excluded from contractual uniforms; however, other apparel, footwear, and accessories as describe above should be supplied by Awarded Vendor.
21. Uniforms may include game-sponsored jersey patches, when applicable.

22. Student-athletes with personal Name, Image, and Likeness (NIL) contracts will be allowed to wear their personally sponsored brand footwear and accessories during game competitions.
23. If mutually agreed upon, Awarded Vendor shall be provided the following recognition in return for the advertising incentive:

Print - All media guides, programs, schedules, posters, etc.
Football - Stadium Signage, LED Endzone Signage
Basketball - Stadium Signage, Courtside LED Signage
Baseball – Stadium Signage, Videoboard LED signage (if available)
Website - Permanent logo placement on all athletic webpages

2.2 Deliverables

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

2.3 Price Schedule

Prices proposed by the Vendors shall be submitted on the price schedule furnished herein on **Attachment B**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

2.4 Location

All products related to this agreement shall be delivered to the University address in Ruston, Louisiana.

2.5 Executive Summary and Bid Overview

Criterion 1: Bidder Qualifications: The purpose of the Bidder Qualifications section is to confirm the ability of the Bidder to respond to this bid and meet Louisiana Tech University's business requirements. Bidder must demonstrate that they have a stable business operation with sufficient experience and financial capacity to fulfill contract obligations per below:

1. Provide a brief description of the company, including its history, corporate structure, and organization. The number of years the company has been in business should be stated, with proof of at least five (5) consecutive years in business. Additionally, provide copies of most recent two years of financial statements, preferably audited.
2. Provide at least three (3) references for projects of similar size and scope; at least two (2) references from a competitive NCAA Division I institution; and narrative describing comparable contracts.

Bid submission will be deemed unresponsive if bidder cannot demonstrate five (5) years of continuous operation OR fails to submit financial statements OR fails to provide 3 relevant references and two (2) NCAA Division I institution reference.

Criterion 2: Service and Support Obligations: The purpose of the Service and Support Obligations is to confirm the ability of the bidder to meet all elements outlined in the *Expectations* section (Part II) of this bid. Bidders must demonstrate adequate resources, staffing, service protocols, and quality controls that meet University's expectations:

1. Must submit written confirmation that they can meet all elements outlined in the *Expectations* section of this bid.
2. Must identify at minimum a dedicated Account Manager with three plus (3+) years of experience in similar contracts; and at least two additional service staff responsible for order management and customer support.
3. Must submit a sample standard operating procedure (SOP) outlining processes for ensuring color accuracy, logo placement, and font usage; proof of prior application standards preferred.
4. Must affirm knowledge or and compliance with NCAA apparel standards with written documentation.
5. Must provide written procedures covering return and exchange policies; delivery timelines; and sample invoicing showing compliance with University Policy.
6. Must provide sample screenshots or demo link of a dedicated online apparel shop and description of user interface features.

Bid submission will be deemed unresponsive if bidder cannot provide staffing plan, SOP for appearance standards, or cannot commit to dedicated online apparel shop.

Criterion 3: Approach and Methodology Standards: The purpose of the Approach and Methodology standards is to ensure the bidder has the capacity to supply all required items. Bidder must demonstrate proven supply capabilities, quality assurance procedures, and ability to meet contract deadlines and university purchasing restrictions:

1. Must confirm capability to supply full scope of required items; submit manufacturer certifications or distributor authorizations; provide list of at least 200 SKUs available for immediate fulfillment.
2. Must submit written quality control process; describe remediation procedures; submit sample documentation ensuring compliance with University's color and branding standards, including logos and numbering.
3. Must disclose the following:
 - i. Supply chain relationship, indicating if operating as direct manufacturer or through a distributor.
 - ii. Average fulfillment timeline. This must not exceed 30 calendar days when the order and delivery occur within the same fiscal year and product is in season.
 - iii. A detailed order schedule with any restrictions.
 - iv. Written commitment not to invoice or ship product outside of the University's fiscal year (July 1 – June 30). For instance, orders for the 2026- 2027 athletic season placed during the 2025-2026 fiscal year shall not be delivered or invoiced until on or after July 1, 2026.
4. Must disclose minimum purchasing requirements, available discounts, and compensation merchandise.
5. Must confirm ability to apply University-approved logos, numbers, and customizations prior to delivery; provide sample images or client examples.

Bid submission will be deemed unresponsive if bidder cannot provide manufacturer certifications or distributor authorization, quality control plans, supply chain disclosures, or decoration ability.

2.6 Cost Submission:

Criterion 1: Pricing of Purchase Products:

Clearly describe any discounted pricing percentages. Discounted pricing percentages shall be submitted on the price schedule (Attachment B). Discounted pricing percentages submitted shall be firm for the duration of the contract. Percentage discount rate is to be percentage off retail cost and must include the most recent retail catalog with submission.

Completely fill out Evaluation Order Model (Attachment C). This form will be used to calculate a sample annual order cost which will be used in the evaluation process.

Criterion 2: Incentives provided by the Vendor:

Provide a thorough and transparent description of all incentives offered, including their nature, value, and eligibility criteria. Additionally, ensure that Attachment B is fully and accurately completed, with all fields and supporting documentation included.

PART III: EVALUATION

The Vendor must submit clear and detailed documentation demonstrating compliance with each requirement outlined in Section 2.5, *Executive Summary and Overview*. Incomplete or missing documentation may result in disqualification from consideration.

Vendors deemed responsive and responsible based on these criteria will proceed to evaluation under Section 2.6, *Cost Submission*. Due to the comprehensive scope of this blanket bid, the contract will be awarded to the most responsive and responsible Vendor, as determined by the following evaluation formula:

$$\begin{array}{l} M = \text{Mock Order Grand Total} \\ I = \text{Sum of Incentives} \\ T = \text{Total Evaluation} \end{array} \quad \frac{M}{0.35} \times \frac{I}{.65} = T$$

The Mock Order Grand Total (Attachment C) will be determined by applying the Discounted Pricing Percentage Rate—this rate must remain fixed for the duration of the contract—to the most current retail pricing, which must be submitted at the time of bid submission.

Incentives will be evaluated based on the total value of all incentives listed in Attachment B. Additional elements of Attachment B will be used to adjust the incentive evaluation as follows:

1. If the minimum purchase requirement of line item 1 of Attachment B is more than four hundred thousand dollars (\$400,000.00), a two percent (2%) deduction will be applied to the Sum of Incentive portion.
2. If the number of calendar days indicated of line item 2 of Attachment B exceeds thirty (30), a two percent (2%) deduction will be applied to the Sum of Incentive portion.
3. If the flat rate or any tier of merchandise compensation specified in Line Item 3 of Attachment B exceeds five percent (5%) of the University Spend, the vendor shall receive a two percent (2%) increase to the Sum of Incentive portion.
 - i. For example: If Level 2 indicates that the University Spend is five hundred thousand dollars (\$500,000.00) and the corresponding merchandise compensation is twenty-five thousand dollars (\$25,000.00), the vendor will receive a two percent (2%) increase.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

1. Timely provided uniforms, apparel, shoes and other footwear, and athletic accessories, for each sponsored intercollegiate athletic program and for certain support personnel and programs per specification and in compliance with delivery terms and conditions.
2. Provided an assigned company representative addressing the needs of the University's intercollegiate athletic programs in a timely and professional manner and to act as a conduit in marketing the University community as a whole.
3. Provided consistency in apparel worn by all teams to appeal to prospective student athletes.
4. Promoted and protected the brand and image of Louisiana Tech University.

4.2 Performance Measurement

1. All orders will be received in quantities specified and within delivery time and in compliance with contract pricing. Deviations will be noted in contract file and evaluated each year prior to contract renewal.
2. Any unresolved issue with orders or product quality will be addressed in writing with the Awarded Vendor. Documentation of any unresolved issues will be noted in the contract file and reviewed prior to contract renewal. The Awarded Vendor will communicate with the Office of University Communications regarding the image of the University Brand and Image on a regular basis. Each year prior to contract renewal, the Director of University Communication will be consulted regarding Awarded Vendor compliance with these performance measures. This consultation will be noted in the contract file.
3. The Director of University Communication and the Athletic Director will review product quality and compliance with identity standards each year. This review will be noted in the contract file.
4. The Director of University Communication and the Athletic Director will review activities of the Awarded Vendor each year as related to protecting the brand and image of Louisiana Tech University. This review will be noted in the contract file.

The Awarded Vendor will be provided a copy of all review letters placed in contract file and given the opportunity to reply. The reply will be placed in the contract file.

**ATTACHMENT A
CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the bid, including attachments.

OFFICIAL CONTACT. The University requests that the Vendor designate one person to receive all documents and the method in which the documents are best delivered. The Vendor should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Vendor is to certify that the above information is true and grant permission to the University to contact the above named person or otherwise verify the information provided.

By its submission of this bid and authorized signature below, Vendor certifies that:

1. The information contained in its response to this bid is accurate;
2. Vendor shall comply with each of the mandatory requirements listed in the bid and will meet or exceed the functional and technical requirements specified therein;
3. Vendor shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this bid.
4. Vendor's quote shall be valid until award is made;
5. Vendor understands that if selected as the successful Vendor, he/she will have thirty (30) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Vendor shall certify, by signing and submitting a bid for \$25,000 or more, that their company, any subAwarded Vendors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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> .)

Signature of Vendor or
Authorized Representative: _____

Typed or Printed Name: _____

Date: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Federal Tax Identification Number: _____

**ATTACHMENT B
PRICING SCHEDULE**

1. **PRICING:** Submitted pricing percentages for the three (3) categories listed below shall be based off retail cost:

Percentage (%) Discount Rate Off Retail Cost*

Apparel _____

Accessories _____

Footwear _____

* Vendor shall include the most recent retail catalog with the bid.

The Vendor shall provide information pertaining to Minimum Purchasing Requirements and any Compensation Merchandise, if applicable.

Evaluation to be based on sample order from **Attachment C** of this bid. Discount Rate used on sample order **Attachment C** must be the same as listed above. Points will not be assigned separately to Cost Sheet.

2. **INCENTIVES PROVIDED BY AWARDED VENDOR**

Annual Athletic Director Promotional Allotment \$ _____

Retention or Transition Incentive \$ _____

Football Merchandise at Retail Value

Football Bowl Appearance \$ _____

Football Coach of the Year – Conference \$ _____

Baseball/Softball Merchandise at Retail Value

Baseball NCAA Regional Appearance \$ _____

Baseball Super Regional Appearance \$ _____

Baseball World Series Appearance \$ _____

Softball NCAA Regional Appearance \$ _____

Softball Super Regional Appearance \$ _____

Softball World Series Appearance \$ _____

Basketball Merchandise at Retail Value

Women's Basketball NCAA Appearance \$ _____

Women's Basketball NCAA Sweet 16 Appearance \$ _____

Women's Basketball NCAA Final 4 Appearance \$ _____

Women's Basketball WNIT Appearance \$ _____

Men's Basketball NCAA Appearance \$ _____

Men's Basketball NCAA Sweet 16 Appearance \$ _____

Men's Basketball NCAA Final 4 Appearance \$ _____

Men's Basketball NIT Appearance \$ _____

All Other Programs

Merchandise at Retail Value

Olympic Sport Postseason Appearance \$ _____

Coach of the Year - Conference \$ _____

The Vendor should include information regarding any other incentives that will be available.

Please state the nature of additional incentives, requirements, and amount: \$ _____

The following information will be considered in addition to incentives during the evaluation process. Each section must be completed fully and accurately.

1. Minimum Purchasing Requirements: Please clearly specify any minimum purchase requirements.

Minimum Purchasing Requirements: _____

2. Delivery Timeline: Specify the number of calendar days required to deliver the ordered products after receipt of a valid University order.

Number of Calendar Days: _____

3. Fully and completely state any additional merchandise or promotional dollars provided as compensation for volume purchases.

- i. If this is offered as a flat benchmark, please state it as follows:

If University Spend is \$_____, the University will receive an additional \$_____ in merchandise or promotional dollars.

- ii. If this is offered on a tiered basis, please use the following format:

Tier 1: *If University Spend is \$_____, the University will receive an additional \$_____ in merchandise or promotional dollars.*

Tier 2: *If University Spend is \$_____, the University will receive an additional \$_____ in merchandise or promotional dollars.*

(Continued for additional tiers as applicable.)

Authorized Signature

Typed or Printed Name of Authorized Signer

**ATTACHMENT C
EVALUATION ORDER MODEL**

The Vendor will complete this form, and the Evaluation team will calculate a sample annual order cost based upon model below:

Sport	Item	Quantity	Price (List)	Percentage Discount	Total Cost
Baseball	Jersey and Pants	6			
	Footwear	210			
Men's Basketball	Jersey and Shorts	5			
	Footwear	90			
Football	Jersey and Pants	4			
	Footwear	750			
Women's Basketball	Jersey and Shorts	4			
	Footwear	90			
Women's Soccer	Jersey and Shorts	4			
	Footwear	225			
Softball	Jersey and Pants	5			
	Footwear	120			
Volleyball	Jersey and Shorts	4			
	Footwear	90			
Track & Field	Jersey and Shorts	3			
	Footwear	600			
Tennis	Jersey and Shorts	3			
	Footwear	60			
Golf	Jersey and Pants	3			
	Footwear	60			
Bowling	Jersey and Pants	2			
	Footwear	60			
Grand Total					

ATTACHMENT D
SIGNATURE AUTHORITY FORM

Vendor can comply with all contract and bid terms. ☐ YES ☐ NO

If NO, then the Vendor should list exceptions and address specific language below:

Signature Authority:

Attention: Please indicate which of the following applies to the signer of the bid. Evidence of Signature Authority shall be provided upon the University's request.










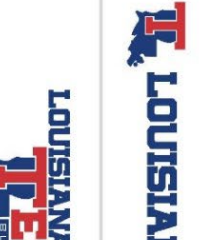
1. The signer of the bid is either a corporate officer who is listed on the most current annual report on file with the Louisiana Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Louisiana Secretary of State. **A copy of the annual report or partnership must be submitted to the Louisiana Tech University Office of Purchasing before contract award.**
2. The signer of the bid is a representative of the vendor authorized to submit the bid 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 vendor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to the Louisiana Tech University Office of Purchasing before contract award.
4. The signer of the bid has been designated by the vendor as authorized to submit bids on the vendor's registration on file with the Louisiana Tech University Office of Purchasing.

Authorized Signature

Typed or Printed Name of Authorized Signer

ATTACHMENT E

IDENTITY AND BRANDING STANDARDS

Louisiana Tech University				Verbiage	
Current Revision Date: 11/04/19				Louisiana Tech University®	Tech Bulldogs™
Established: 1894				Louisiana Tech®	Ever Loyal Be®
Location: Ruston, LA				Forever Loyal®	
Mascot Name: Tech XXII (live), Champ (Costume)				Lady Techsters®	
Mascot: Bulldogs				Louisiana Tech Bulldogs™	
Conference: Conference USA					
Blue	Red	Light Gray	White	Black	
PANTONE 287 C CMYK: 100, 75, 2, 18 RGB: 0, 48, 135 MADERA Region: 1166 RA: 2437	PANTONE 1797 C CMYK: 2, 97, 85, 7 RGB: 203, 51, 59 MADERA Region: 1147 RA: 2263	PANTONE 429 C CMYK: 37, 27, 27, 0 RGB: 162, 170, 173 MADERA Region: 1118 RA: 2585	White CMYK: 0, 0, 0, 0 RGB: 255, 255, 255 MADERA Region: White RA: White	PANTONE Process Black C CMYK: 0, 0, 100 RGB: 0, 0, 0 MADERA Region: Black RA: Black	
Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.					
Official University Logos			Official University Word Marks		
<div>1</div> 			<div>7</div> 		
<div>2</div> 			<div>8</div> 		
<div>3</div> 			<div>9</div> 		
<div>4</div> 			<div>10</div> 		
<div>5</div> 					
<div>6</div> 					



Louisiana Tech University

Current Revision Date: 11/04/19

Athletic Word Marks

Note: Marks 11-17 are Athletic logos, not to be used on club or academic items.



11



12



13



14



15



16



17



Note: The white T Blue state mark used in mark 25 is only permitted for use on the red helmet.

24



25



26

Helmet Marks

Campaign Mark

Bulldog Marks



18



20



21



27



28



29



30



31

Bulldog Silhouette Marks



18



20



21



27



28



29



30



31

Champ Marks



19



22



23



32



33



34



35



36

ADDITIONAL PERTINENT INFORMATION

- University seal permitted on products for resale (reviewed on a case-by-case basis).
- No alterations or overlaying graphics to seal permitted.
- University licenses consumables (must have expiration date on packaging).
- University permits health and beauty products.
- University permits numbers on products for resale.
- Merchandise for sale must be sold at a profit.
- Cross licensing with other marks may be permitted with an additional agreement.
- No use of current players' name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.
- No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.

- "Dawgz" is co-branded/trademarked by 2 other universities: Georgia (UGA) and Washington (WU). DO NOT use on any Louisiana Tech materials.
- When using LA Tech, LA is always capitalized. Do not use lowercase <
- DO NOT shorten to LT or LTU. Any shortened versions should be Tech/TECH or LA Tech (Athletics only). When writing the full name Louisiana Tech on first reference, thereafter use of Louisiana Tech or Tech are acceptable.
- Registered marks not shown on this sheet are reserved for special events only or are being phased out. Due to our efforts in branding, permission for usage is required each year to insure those marks are still valid or are being phased out.



Louisiana Tech University

Division of Finance
Office of Purchasing

THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Office of Purchasing prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Office of Purchasing 72 (seventy-two) business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose. The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University is not responsible for any delays caused by the bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Bids received after the due date and time will not be considered.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.

11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
 - A. Bid contains no signature indicating intent to be bound;
 - B. Bid sent by facsimile equipment;
 - C. Bid filled out in pencil; and
 - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.
14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the Awarded Vendor. In such cases, the total contract term cannot exceed 36 months.

21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Awarded Vendor with five or more employees, Awarded Vendor, or any SubAwarded Vendor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Awarded Vendor, or any SubAwarded Vendor, engages in a boycott of Israel during the term of the contract.
24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 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 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 bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Awarded Vendor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the Awarded Vendor, its officers, its agents, or its employees. Awarded Vendor is obligated to indemnify only to the extent of the fault of the Awarded Vendor, its officers, its agents, or its employees. However, the Awarded Vendor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You shall indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid 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 must be submitted to this office before contract award.
- 2) The signer of this bid is a representative of the bidder authorized to submit this bid 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 must be attached hereto.

- 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, 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; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.
30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act 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.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the Awarded Vendor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the Awarded Vendor or subAwarded Vendor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the Awarded Vendor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for Awarded Vendors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The Awarded Vendor shall be responsible for determining that all of his sub-bidders or prospective subAwarded Vendors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Awarded Vendor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.
34. Prohibited Contractual Arrangements – Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

35. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries - In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Awarded Vendor certifies the following: 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association; 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. The State reserves the right to reject the response of the Bidder, Proposer or Awarded Vendor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurship to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurship

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.al.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.