



UNIVERSITY *of*
LOUISIANA
L A F A Y E T T E ®

Solicitation for Offers

for

Comprehensive Multi-Media Rights and Sports Marketing Services

Solicitation Number: 18023

Pre-Proposal Conference: Tuesday, August 8, 2017

Offer Opening Date: Thursday, September 7, 2017

Offer Opening Time: 11:00 AM CT

**State of Louisiana
University of Louisiana at Lafayette**

SOLICITATION FOR OFFERS FOR

Comprehensive Multi-Media Rights and Sports Marketing Services

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 General Overview

Purpose

This Solicitation for Offers (SFO) is issued to solicit Offers from experienced, financially stable, and qualified sports marketing firms (“Offerors”) for the purpose of establishing a long-term partnership and contractual relationship between the University of Louisiana at Lafayette (UL Lafayette) and a chosen partner to provide the UL Lafayette’s Athletic Department (Ragin’ Cajuns) with comprehensive multi-media rights and sports marketing services. All potential Offerors should be experienced in soliciting, negotiating and implementing comprehensive communications, marketing, media and sponsorship strategies and have proven records of success in driving revenue through the management and sale of a university’s sponsorship and multi-media assets. Offerors should fully read the requirements of this Solicitation for Offers (SFO) and become familiar with the contents and requests as outlined within.

Intent and Scope

The rights covered under the successful Offeror’s Contract shall be for exclusive rights to the opportunities as outlined in Parts II-IX. If awarded, the “Notice of Intent to Award” will be issued, and the effective date of the Contract is tentatively scheduled to be January 1, 2018, subject to the execution of a negotiated Contract.

UL Lafayette Background

The University of Louisiana at Lafayette has a reputation for academic excellence, research for a reason, community connections, preservation of Cajun and Creole cultures, and its Ragin’ Cajun spirit.

Established in 1898, it is the largest member institution in the University of Louisiana System and the second-largest university in the state. It offers bachelor’s, master’s, and doctoral degrees and has one of the highest graduation rates among Louisiana’s public universities.

More than 19,000 students choose to attend UL Lafayette each year.

To ensure them a strong academic foundation and the best opportunities to compete in the global job market, the University offers contemporary degrees and many online options.

Its academic programs are administered by the colleges of, the Arts, Education, Engineering, Liberal Arts, and Nursing and Allied Health Professions; B.I. Moody III College of Business Administration; Ray P. Authement College of Sciences; University College; and the Graduate School.

The University is dedicated to achieving excellence in undergraduate and graduate education, in research, and in public service. For undergraduate education, this commitment implies a fundamental subscription to general education, rooted in the primacy of the traditional liberal arts and sciences as the core around

which all curricula are developed. The graduate programs seek to develop scholars who will advance knowledge, cultivate aesthetic sensibility, and improve the material conditions of humankind.

The University reaffirms its historic commitment to diversity. Through instruction, research, and service, the University promotes regional economic and cultural development, explores solutions to national and world issues, and advances its reputation among its peers.

UL Lafayette has been ranked among the best universities in the nation by U.S. News Media Group, which includes U.S. News and World Report, and by The Princeton Review.

The University is one of the nation's top 26 institutions for increasing graduation rates for underrepresented minorities over the last decade. It was recognized by the Education Trust, a national non-profit advocacy group, for improving graduation rates for African-American, Hispanic and Native American students. The Brookings Institution ranked UL Lafayette as the ninth-best four-year, public university in the United States for promoting social mobility.

Within the Carnegie classification, UL Lafayette is designated as a Doctoral University with "higher research activity." The University regularly receives support from the National Science Foundation, which funds only the most innovative research. In addition, four faculty members have earned the NSF's Early Career Award, given to outstanding scientists and engineers who have potential for leadership in their fields.

Community service is an essential component of the learning experience at UL Lafayette. Each academic year, students contribute about 150,000 hours of service as part of University courses. That service has an estimated value to Lafayette and surrounding region of about \$3 million.

Some students also participate in UL Lafayette's AmeriCorps Community Service Program. Established in 1995, it is the only campus-based program in the state and is one of the oldest in the nation.

Louisiana's diverse cultures are reflected in the University's academics. For example, the archives of the Center for Louisiana Studies include one-of-a-kind recordings of Cajun and Creole music, oral histories and storytelling. UL Press specializes in books related to Louisiana, producing award-winning academic titles as well as best-selling general interest books.

UL Lafayette's Francophone studies doctoral degree program is the only one of its kind in the state. And, students may earn a bachelor's degree in traditional music, one of only a handful of such programs nationwide.

The University owns 1,400 acres and is in a Metropolitan Statistical Area with a population of 490,488 and a larger trade Combined Statistical Area population of 627,146. The city of Lafayette is in Lafayette Parish (county), the hub of the state's nine-parish region known as Acadiana.

UL Lafayette has an extensive economic impact on the state and in the region. According to an independent study, residents who are UL Lafayette graduates add about \$2.6 billion to the region's annual gross domestic product. Also, every \$1 of state funds invested in the University has an approximate \$7 return. In the years to come, UL Lafayette's impact on the economies of Louisiana and Acadiana is likely to be even greater than it is today.

UL Lafayette Athletics Background

The athletic history at UL Lafayette dates back to the turn of the 20th century with the start of football, and

over the years has grown to a total of 16 Division I athletic programs that competes as a member of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference (SBC).

UL Lafayette sponsors eight men's sports – baseball, basketball, cross country, football, golf, tennis and indoor and outdoor track and field. For women, the Ragin' Cajuns sponsor basketball, cross country, indoor and outdoor track and field, soccer, softball, tennis and volleyball.

The Sun Belt Conference provides Louisiana with the opportunity to earn automatic bids to the NCAA Championships in men's and women's basketball, baseball, volleyball, softball, golf, soccer and men's and women's tennis.

Louisiana's athletic history has recorded many notable chapters in its history, including the nationally-ranked Ragin' Cajuns softball team making six appearances to the Women's College World Series, the Ragin' Cajuns baseball team advancing to the 2000 College World Series and the football team earning five bowl berths in a span of six years.

Women's basketball produced back-to-back titles in the Women's Basketball Invitational while the men's basketball team has qualified for the NCAA Championships six times while producing an NBA Lottery pick in 2014. The Ragin' Cajuns track and field team has produced 98 All-Americans and 11 national championships in its history.

Both the Ragin' Cajuns baseball and softball programs have perennially ranked on the national level and are among the national leaders in attendance. The Louisiana golf team has had several members reach the professional level while earning numerous trips to the NCAA Championships.

Prominent alums who wore the Vermilion and White include: Kim Perrot (women's basketball), Elfrid Payton, Andrew Toney, Bo Lamar and Shawn Long (men's basketball), Jake Delhomme, Charles Tillman, Ike Taylor, Brandon Stokley (football), Hollis Conway (track and field), Craig Perks (golf), Ron Guidry, B.J. Ryan, Jonathan Lucroy (baseball), and former United States Senator John Breaux (men's tennis).

1.2 Goals and Objectives

The University desires to establish a partner to represent the best interests of UL Lafayette and providing the most competitive compensation package for the rights to market its sports programs through advertising sales and affiliate network – radio, television and digital media – relationships.

UL Lafayette seeks to meet and exceed the following objectives through a Multi-Media and Sports Marketing rights-holder relationship:

1. Establish an exclusive marketing partnership that will enhance the University's position and presence;
2. Strengthen the University's brand presence in the corporate community;
3. Strengthen the media partnerships available to UL Lafayette;
4. Enter into new long-term corporate partner relationships;
5. Generate revenue for UL Lafayette and its athletic programs.

1.3 Definitions

A. Annual Gross Revenue – the total amount of revenue invoiced or due during a contract year in connection with or as a result of the inventory. Annual Gross Revenue shall also include any trade or barter at a rate or value not less than the Contractor's rate card. Nothing is to be deducted out of Annual Gross Revenue other than outside agency sales commission. Annual Gross Revenue does NOT include a

deduct for Contractor's sales force commission or any salary or personnel costs, cost of tickets, printing of materials or anything else other than outside sales commission. At the year-end meeting between UL Lafayette and Selected Offeror, the parties will review any amounts due but not yet collected and agree upon handling.

B. Annual Rights Fee – the guaranteed annual amount paid to UL Lafayette

C. Contract – The negotiated Contract between UL Lafayette and the Selected Offeror.

D. Discussions- For the purposes of this SFO, a formal, structured means of conducting written or oral communications/presentations with responsible Offerors who submit Offers in response to this SFO.

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

F. Multi-Media Rights or MMR - defined as all-encompassing rights available in this SFO for athletic marketing purposes, including but not limited to live radio, television and streaming broadcasts of games, social media, websites and apps including the official athletic site and coaches sites, coaches shows for both radio and television, sponsorship opportunities, game sponsors, coaches endorsements, game program sales approved by University, advertising opportunities, and related materials.

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

H. Offer or Proposal – A proposal or Offer offered to accomplish the goals and objectives of this Solicitation for Offers.

I. Offeror – An entity who presents an Offer for the comprehensive Multi-Media Rights and Sport Marketing Services.

J. Selected Offeror – The entity that has been chosen and awarded a Contract to fulfill the objectives of the Solicitation for Offers. Referred also as “Contractor”.

K. SFO – Solicitation for Offers

L. Shall or Will – The terms “shall” or “will” denotes mandatory requirements.

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

N. State- The State of Louisiana.

O. Threshold Gross Revenue – The threshold amount of Gross Revenue where UL Lafayette will be paid a revenue share of Multi-Media rights.

P. University – The University of Louisiana at Lafayette also referred to UL Lafayette.

1.4 Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time (CT)</u>
1. SFO emailed to prospective Offerors	Thursday, July 13, 2017	4:00 PM CT
2. Pre-Proposal Conference	Tuesday, August 8, 2017	10:00 AM CT

3. Deadline to receive written inquiries	Monday, August 21, 2017	3:00 PM CT
4. Deadline to answer written inquiries	Wednesday, August 30, 2017	4:00 PM CT
5. SFO Offers Due Date	Thursday, September 7, 2017	11:00 AM CT
6. Chosen Offeror Presentations	Wednesday, September 27, 2017	10:00 AM CT
7. Best And Final Offer Deadline	Wednesday, October 11, 2017	11:00 AM CT
8. Contract Award	Thursday, November 1, 2017	
9. Contract Effective Beginning Date	Monday, January 1, 2018	

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

1.5 Pre-Proposal Conference

A Pre-Proposal Conference shall be held in Lafayette, Louisiana on Tuesday, August 8, 2017, at 9:00 AM CT in the Stadium Club located at "Tigue" Moore Field at Russo Park (baseball stadium) to allow potential Offerors an opportunity to ask questions, tour the Athletic Facilities and clarify the University's expectations. This conference provides potential Offerors an opportunity for oral questions and tour the facilities. Please RSVP by emailing mfrank@louisiana.edu with the number of attendees and the name of the company that is being represented.

The University will prepare written responses to all relevant questions and submit them to all Offerors after the conference. The written responses shall be made part of the SFO and may become part of the Contract with the successful Offeror. Oral answers given at the conference are not binding.

1.6 Offer Submittal

All Offers shall be received by the Purchasing Office **no later than the date and time shown in Section 1.4 the Schedule of Events of this SFO.**

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

SFO Name: Multi-Media Rights and Sports Marketing Services

Solicitation Number: 18023

Offer Opening Date: September 7, 2017, 11:00 AM CT

Offerors are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. It would be more expeditious to send by overnight delivery service such as UPS or FedEx at the physical location listed below.

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

UL Lafayette
 Purchasing Office
 Martin Hall, Room 123
 104 E. University Avenue
 Lafayette, LA 70503

Offeror 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 Offeror's chosen means of delivery.

Offerors should be aware of parking requirements and allow time to locate parking.

Offeror is solely responsible for the timely delivery of its Offer. **Offers received after the due date and time will not be considered. In addition, Offers received via fax or email are unacceptable.**

1.7 Response Format

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

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

- Certification Statement (see Attachment B)
- Transmittal Letter
- Executive Summary and Offer Overview
- Criteria 1: Offeror Qualifications
- Criteria 2: Offeror Services & Resources
- Criteria 3: Evidence of Successful Collegiate Multi-Media Marketing Performance
- Criteria 4: Proposed Multi-Media Marketing Plan for UL Lafayette Athletics and Implementation Schedule
- Criteria 5: Financial Offer

Certification Statement (Attachment B): Offeror will sign and return the Offer cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the Offer must initial erasures or other changes. An Offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Office. The signer shall further certify that the Offer is made without collusion with any other person, persons, company or parties submitting an Offer; 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 Offeror.

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

1. A statement referencing all addenda and written questions, the answers and any clarifications to this SFO issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
2. A statement that the Offer shall remain valid for six (6) months after the due date of the receipt of the Offer.

3. A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and offeror interviews.
4. A statement that summarizes any deviations or exceptions to the SFO requirements and includes a detailed justification for the deviation or exception.
5. A statement that identifies the Confidential Information as described in Section 1.7 Confidentiality.
6. A statement that the Offeror accepts and agrees to the review and selection process as outlined in this SFO, and acknowledges that all decisions of the UL Lafayette Director of Athletics, Purchasing Director and Evaluation Committee are final, and that Offeror agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising out of this SFO by Offeror or Offeror's agents or employees.

Executive Summary and Offer Overview: The Executive Summary and Overview shall condense and highlight the contents of the Offer in such a way as to provide the Evaluation Committee with a broad understanding of the entire Offer.

Criteria 1: Offeror Qualifications: The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this SFO and meet UL Lafayette's business requirements. Offerors must describe and Offer evidence of their ability to meet each of the qualifications listed below.

- A. Provide Offeror's background, including a brief narrative describing the firm's history, senior leadership, resume of the firm's senior leadership and firm's ownership.
- B. Describe Offeror's organization, including organization name, legal status, mailing address, full names of organization officers, an organization chart and credit references. Please provide names, addresses and Contract information for all principal participants (including key personnel, contractors, subcontractors, financial consultants, financial institutions, etc.) of the team it intends to use to fulfill this Contract and define their roles and responsibilities
- C. Please provide information regarding the financial capability of Offeror's organization to successfully carry out the requirements of this SFO and the financial capability of any proposed partners (if separate firms). Please include either an annual report or audited statements of financial conditions (income statement, balance sheet and cash flow statement) as part of the Offer.
- D. Offeror shall provide a minimum of four (4) trade references and indicate whether duties have not been filled because of payment deficiencies. If Offeror has been named as a Defendant in any litigation or administrative proceeding within the past six (6) years, described the forum, nature of the claim and resolution of the litigation.
- E. Describe any and all other qualifications that the firm offers that may be beneficial to the University of Louisiana at Lafayette in the decision-making process.

Criteria 2: Offeror Services & Resources: Describe the services, resources and skills that Offeror can provide to help UL Lafayette achieve its sports business objectives. Services include soliciting, negotiating and implementing comprehensive communications, marketing, media and sponsorship strategies and success in driving revenue through the management and sale of a university athletic department's sponsorship and multi-media assets.

As part of this description, detail Offeror's skills, resources and expertise in developing and managing a comprehensive range of:

1. Multi-Media platforms, including broadcast television and radio, pay TV, broadband, wireless, OTT and other digital platforms along with the development and implementation of athletics-related print publications
2. Collegiate corporate sponsorship activities, including integrated packaging of, including but not limited to game sponsorships, game programs, signage and corporate partnership relations.
3. Staffing solutions, including sales and management positions – as well as locations of offices
4. Other areas of expertise that would be relevant to this SFO in services and resources.

While the University reserves the right to include or exclude these activities as part of the firm's official duties and responsibilities, Offerors are encouraged to develop concepts to assist the University for these projects:

1. Marketing & sponsorship sales efforts for the Cajundome, the University's home basketball arena, that is operated by a separate entity
2. Campuswide marketing efforts
3. Concessions

Criteria 3: Evidence of Successful Collegiate Multi-Media Marketing Performance: Detail Offeror's length of experience in working with collegiate athletic departments participating in major NCAA conferences and describe previous experiences, case histories and successes in multi-media marketing sales and management of NCAA Division I athletics rights in the following areas:

1. Packaging and selling Multi-Media properties, including:
 - Production and distribution of radio, television, print and digital media properties
 - Traditional and non-traditional advertising opportunities as well as integrated marketing concepts – including but not limited to game sponsorships, game programs, signage and corporate partnership relations.
2. Corporate marketing and promotions
3. Sponsorship procurement and implementation
4. Advertising sales

As part of these descriptions, please include samples of products the Offeror has provided for other universities to demonstrate the quality of products and services to be provided to UL Lafayette.

Criteria 4: Proposed Multi-Media Marketing Plan for UL Lafayette Athletics: Based upon the Offeror's services and successful experience, please provide a proposed marketing plan for UL Lafayette athletic rights including the following:

1. Strategic plan for the on-boarding process to educate and retain current corporate partners
2. Packaging and selling multi-media properties, including:
 - a. Production and distribution and broadcast television and radio, print, pay TV, broadband, wireless, OTT and other digital platforms
 - i. Include Offeror's recommendations on development of in-house production facilities, including financial support
 - b. Traditional and non-traditional advertising opportunities as well as integrated marketing concepts – including but not limited to game sponsorships, game programs, signage and corporate partnership relations.

- i. Offeror may propose investing in digital signage opportunities for sponsorship sales in addition to the Financial Offer in Criteria 5.
3. Corporate marketing and promotions
4. Sponsorship procurement and implementation
5. Advertising sales
6. Enhancement of fan experience and fan interactive promotional opportunities at home events.
7. Strengthening the UL Lafayette brand

Offeror shall provide an implementation plan for the project, including media distribution, sales plan, and overall operational efforts.

Offeror must submit a sample of their “**Annual Property Financial Statement**” based on the above plan with specific details on: Gross Sales Revenue, revenue share breakdown and all associated expenses.

Criteria 5: Financial Offer: Offeror must complete the Financial Summary Forms (Attachment A) which shall contain the complete financial Offer made to the University.

1.7.1 Number of Response Copies

Each Offeror shall submit one (1) signed original response and five (5) additional copies of the Offer, and two (2) copies of the Offer digitally imaged and searchable on a flash drive in a Windows-compatible format such as PDF, as well as one (1) redacted hard copy and one (1) redacted digital copy on a flash drive, if applicable (See Section 1.8).

1.8 Confidential Information, Trade Secrets, and Proprietary Information

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Offerors 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 Offeror at the time of submission of its Offer. Offerors should refer to the Louisiana Public Records Act for further clarification.

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

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

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

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

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

If Offer contains confidential information, you should also submit a redacted copy along with the Offer. If Offeror does not submit the redacted copy, Offeror will be required to submit this copy within 48 hours of notification from the Purchasing Office. When submitting Offeror's redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an Evaluation Committee member. The redacted copy should also state which sections or information has been removed on a cover sheet.

1.9 Communications

1.9.1 Offeror 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* Offerors to conduct their in-depth review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Offerors to perform a detailed review of the SFO documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Offeror, 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 1.3 Schedule of Events of this SFO. The University reserves the right not to consider inquiries after the established deadline.

To ensure that SFO documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) are directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this SFO should provide the following information to the Purchasing Officer 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 may be delivered by e-mail or fax to:

UL Lafayette Purchasing Office
Attention: Ms. Marie C. Frank
337-482-5059 (Fax)
Email: mfrank@louisiana.edu

No negotiations, decisions, or actions shall be executed by any Offeror 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 SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at purchasing.louisiana.edu it is the responsibility of the proposer to check the website for addenda to the SFO, if any.

1.9.2 Restrictions on Communications with University Staff

From the issue date of this SFO until an Offeror is selected and a Contract award is made, Offerors are not allowed to communicate about the subject of the SFO with any University administrator or faculty, staff, or members of the Board of Trustees except:

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

1.10 Errors and Omissions

The University will not be liable for any error in the Offer. Offeror will not be allowed to alter Offer 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 Offers by the University or the Offeror. The University, at its option, has the right to request clarification or additional information from the Offeror.

1.11 Changes, Addenda, Withdrawals

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

1.12 Withdrawal of Offer

An Offeror may withdraw an Offer that has been submitted at any time up to the SFO Offers Due Date and time. To accomplish this, a written request signed by the authorized representative of the Offeror must be submitted to the UL Lafayette Purchasing Office.

1.13 Waiver of Administrative Informalities

UL Lafayette reserves the right to accept or reject any or all Offers, or part of Offers, to waive any informalities, technicalities, clarify any ambiguities in Offers, and unless otherwise specified to accept any item in the Offer. Such waiver shall in no way modify the SFO requirements or excuse the Offeror from full compliance with the SFO specifications and other Contract requirements if the Offeror is awarded the Contract.

1.14 Offer Rejection

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

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

- Failure of an Offer to conform to the essential requirements of the SFO.
- An Offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the Contract awarded on the basis of such Solicitation.
- Failure of the Offeror to sign the Offer. This includes the Certification Form
- Offers received after the SFO Due date and time specified in the SFO.

1.15 Ownership of Offer

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 Offers submitted will be retained by the University and not returned to Offerors. Any copyrighted materials in the response are not transferred to the University.

1.16 Ownership of Contract

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

1.17 Cost of Offer Preparation

The University is not liable for any costs incurred by prospective Offerors prior to issuance of or entering into a Contract. Costs associated with developing the Offer, preparing for oral presentations, and any other expenses incurred by the Offeror in responding to the SFO are entirely the responsibility of the Offeror, and shall not be reimbursed in any manner by UL Lafayette.

1.18 Taxes

Selected Offeror 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. Selected Offeror will comply with all Federal, State and local laws pertaining to its business operations and conform to general University policies and practices. Selected Offeror 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.

1.19 Offer Validity

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

1.20 Section Titles in SFO

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.

1.21 Prime Offeror Responsibilities

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

1.22 Use of Subcontractors

The Offeror 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 SFO. This general requirement notwithstanding, Offerors may enter into subcontractor arrangements. Offerors may submit an Offer in response to this SFO, which identifies subcontract(s) with others, provided that the Offeror acknowledges total responsibility for the entire Contract.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Offerors who submit Offers determined to be reasonably susceptible of being selected for award; however, the University reserves the right to enter into a Contract without further discussion of the Offer 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 Offers submitted. Offers may be accepted without such Discussions.

1.24 Acceptance of Offer Content

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

1.25 Evaluation and Selection

All responses received as a result of this SFO are subject to evaluation by the UL Lafayette Evaluation Committee for the purpose of selecting the Offeror with whom the University shall contract.

To evaluate all Offers, a committee whose members have expertise in various relevant areas has been selected. This committee will determine which Offers are reasonably susceptible of being selected for award. If required, written or oral Discussions may be conducted with any or all of the Offerors to make this determination.

UL Lafayette reserves the right to conduct a “Best and Final Offer” (BAFO) process with one or more Offerors determined by the UL Lafayette Evaluation Committee to be reasonably susceptible of being selected for award. If conducted, the Offerors selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist UL Lafayette in clarifying the Offer or to obtain the most advantageous Offer available from the Offerors. After the BAFO submissions, the amended sections are then re-evaluated and re-scored according to the evaluation process defined in the SFO.

The written invitation to participate in BAFO will not obligate UL Lafayette to a commitment to enter into a contract.

Written recommendation for award shall be made to the Director of Purchasing for the Offeror whose Offer, conforming to the SFO, will be the most advantageous to UL Lafayette.

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

1.26 Contract Negotiations

If for any reason the Offeror whose Offer is most responsive to the University's needs, Financial Offer and other evaluation factors set forth in the SFO considered, does not agree to a Contract, that Offer shall be rejected and the University may negotiate with the next most responsive Offeror. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The University must approve the final Contract form to complete the process. The selected Offeror will be expected to enter into a Contract including the Contract terms in the SFO.

1.27 Contract Award and Execution

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

The SFO, including any addenda, and the Offer of the selected Offeror will become part of any Contract initiated by the University.

Award shall be made to the Offeror with the highest points/, whose Offer, conforming to the SFO, will be the most advantageous to the University of Louisiana at Lafayette.

The University intends to award to a single Offeror.

1.28 Award

Upon review and approval of the Evaluation Committee's recommendation for award, UL Lafayette Purchasing Office will issue a “Notice of Intent to Award” letter to the chosen Offeror with the Agreement to be negotiated, signed and returned to the University.

1.29 Indemnification and Limitation of Liability

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

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Selected Offeror believes that it may be enjoined, Selected Offeror shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

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

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

1.30 Payment

The Selected Offeror will make payment of one half (½) of Annual Rights Fee on or before, January 1st of each contract year – starting January 1, 2018. Contractor will then make second payment of exactly one half (½) of Annual Rights Fee and any revenue share then due the University, on or before June 30 of each contract year – starting with June 30, 2018. If any additional Annual Gross Revenue is collected during the contract year payment for which UL Lafayette is due a revenue share, payment of the balance shall be made not later than June 30. The parties may also agree at the annual meeting that any past due receivables will constitute Annual Gross Revenue in the year payment was due as opposed to the year collected, and make provision for payment to be made as received by Selected Offeror.

1.31 Financial Reporting Requirements

The Selected Offeror shall provide a quarterly summary of all “Annual Gross Revenue” (AGS) in the form of all athletic advertising and corporate sponsorships, any network radio or television affiliate agreements to the UL Lafayette Director of Athletics or his designee at the University.

An annual meeting, between the Selected Offeror, UL Lafayette Director of Athletics or his designee shall take place no later than June 1 of each contract year. The meeting shall consist of a thorough review of all Annual Gross Revenue with regards to Inventory in this SFO and any Inventory sold in relation to the subject matter of this SFO and all expenses associated with operating the property outlined in this SFO.

Also, Selected Offeror shall make available to University all agreements associated with any and all additional projects, expenses of project, income statements, property expenses and final “end of year” payment to University. Selected Offeror shall also seek review and approval of any new forms of Inventory not expressly discussed in this SFO.

A complete Annual Gross Revenue report shall be forwarded to aforementioned University personnel on or before June 1st of each contract year.

The Selected Offeror shall make available at the annual June 1 meeting – a complete review of current year’s budget/expenses and budget forecast for the upcoming fiscal year. Also, Selected Offeror shall furnish a copy of its Rate Card to the UL liaison, annually.

The University reserves the right to audit any and all of the Selected Offeror(s) records, agreements or affiliate contracts pursuant to any of the University’s inventory at any time. Selected Offeror agrees to furnish information requested by University within 4 business days from time of request.

1.32 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this Contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the Offer, annul the Contract without liability, or, at its discretion, deduct from the Contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.33 Contract Term and Effective Date

The Contract resulting from this SFO shall be effective January 1, 2018, through June 30, 2025, and is renewable for one additional three-year renewal period at any time by mutual written consent of both parties. The total Contract period will not exceed ten and a half (10.5) years.

1.34 Termination

1.34.1 Termination of the Contract for Cause

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

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

1.34.2 Termination of the Contract for Convenience

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Selected Offeror of such termination or negotiating with the Selected Offeror an effective date.

1.35 Assignment

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

1.36 Audit of Records

The Louisiana State Legislative Auditor, federal auditors and internal auditors of the University of Louisiana at Lafayette, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting Contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.37 Civil Rights Compliance

The Selected Offeror agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive

Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Selected Offeror agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Selected Offeror agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Selected Offeror, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.38 Record Retention

The Selected Offeror shall maintain all records in relation to the Contract for a period of at least five (5) years after termination or expiration of the Contract.

1.39 Record Ownership

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

1.40 Patents, Copyrights and Trademark

The Selected Offeror shall protect the University and all of its units expressly from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks ("Intellectual Property"), with the exception of Selected Offeror's approved uses of Intellectual Property owned by the UL Lafayette. Selected Offeror shall gain no rights in any Intellectual Property owned by the University of Louisiana Lafayette, or Intellectual Property created during the term of the Contract in connection with services provided under the Contract, and upon termination of the Contract shall immediately cease use of any Intellectual Property directly associated with the UL Lafayette, and upon request from the University shall assign to the University any new Intellectual Property created during the term of the Contract which directly relates to the UL Lafayette including but not limited to its athletics programs. The University is the exclusive owner of any/all copyrights for any/all broadcasts, game programs, posters, and photos except for those owned by the Sun Belt Conference or the NCAA.

1.41 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 Contractor in order to carry out this Contract or which becomes available to the Contractor in carrying out the services of the SFO, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the 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 Contractor shall not be required under the provisions of the paragraph to keep confidential any date or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is

independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

1.42 Insurance

The Selected Offeror shall purchase and maintain for the duration of the Contract insurance by a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-: VI or higher against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Selected Offeror, its agents, representatives, employees or subcontractors. Failure to comply with all terms of this section for the duration of the Contract places the Selected Offeror in breach of this Contract. Request for any variations to this section may be reviewed by the University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, R.S. 40:1299.39.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If liquor is served and/or if there is valet parking performed in the execution of this Contract, then the Selected Offeror is required to provide liquor liability and/or garage keepers' liability respectively in the minimum amount of \$1,000,000 per occurrence.

3. Professional Liability, Errors and Omissions, Malpractice (if applicable)

NOTE – this insurance is applicable for contracts that involve the following services:

- Medical Professionals (Doctors, Nurse Practitioners, etc.)
- Architects and Engineers
- Attorneys
- Accountants and Professional Financial Advisors
- Real Estate Brokers and Appraisers
- Insurance Agents
- Consultants

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable

4. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the Selected Offeror is used in the performance of this Contract)

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in

the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Other Insurance Provisions

The Selected Offeror shall either require each Subcontractor or Vendor to procure and maintain all applicable insurance of the type and limits specified in this section or assure in writing that all activities of the Subcontractor are covered by the Selected Offeror's own insurance policies.

Any deductibles or self-insured retentions must be declared to and accepted by the University. The Selected Offeror shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Selected Offeror's insurance. The coverage shall contain no special limitations on the scope of protection afforded to the University. The Selected Offeror's insurance shall be primary as respects the University, The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers.

The University and The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Selected Offeror. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Certificate(s) of Insurance shall be addressed to:
University of Louisiana at Lafayette
ATTN: Purchasing Office
P.O. Box 40197
Lafayette, LA 70504

Coverage shall not be canceled, suspended, or voided by either party (the Selected Offeror or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Selected Offeror's policy.

1.43 Content of Contract/ Order of Precedence

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

1.44 Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this SFO shall be made without the prior approval of UL Lafayette.

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.

If UL Lafayette changes Athletic conferences or develops a mixed-use real estate development on campus or any change that substantially changes the inventory then the University reserves the right to re-negotiate the remainder of the term of the Contract and any terms relative to the change.

1.45 Conflict of Interest

Offerors responding to this SFO are required to disclose any potential conflict of interest as part of their Offer. If owner of bidding firm is related to an employee of the University, that relationship must be disclosed in writing and made a part of the SFO response. Definition of a related person to a University employee means a child, spouse, brother, spouse of brother, sister, parent, spouse of parent, or parent of spouse of such employee. The potential conflict would be between a UL Lafayette employee who will take part, or share responsibility for action of UL Lafayette through approval, disapproval, decision, recommendation, rendering advice, an investigation or failure to act or perform a duty with respect to the proposed Contract and the Offeror.

1.46 Relationship of Parties

Nothing contained in the executed Contract shall be construed as establishing an employer/employee, partnership, joint venture or University relationship between Contractor and UL Lafayette. Under the terms of the Contract, Contractor is considered as an independent Contractor and not as an employee.

1.47 Notices

All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to UNIVERSITY:

Jerry Luke LeBlanc, Vice President for Administration and Finance
 University of Louisiana at Lafayette
 Office of Finance and Administration
 104 E. University Avenue
 Lafayette, Louisiana 70503
 Telephone: 337-482-6235

With copy to:

Marie C. Frank, Director
 Office of Purchasing
 University of Louisiana at Lafayette
 P.O. Box 40197
 Lafayette, Louisiana 70504
 Phone: 337-482-2148
 Fax: 337-482-5059
 Email: mfrank@louisiana.edu

With copy to:

Bryan Maggard, Ph.D., Director
 Athletics Department
 University of Louisiana at Lafayette
 2250 Johnston Street
 Lafayette, LA 70506

Phone: 337-482-5393
Email: maggardb@louisiana.edu

If to Contractor:

Contact information of vendor

Either party may provide change of address by written notice to the other party.

The University's Project Manager for overseeing the Contract is Dr. Bryan Maggard, Director of Athletics, whose email address is maggardb@louisiana.edu and office phone number is 337-482-5393. Contractor is responsible for total management during the term of this Contract. Dr. Maggard is responsible for evaluating Contractor's performance during the Contract.

1.48 Entire Agreement:

The SFO shall be incorporated into any resulting Contract. The resulting Contract, including the SFO and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

1.49 Governing Law

All activities associated with this SFO process shall be interpreted under Louisiana Law. All Offers 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 SFO.

PART II: UL LAFAYETTE ATHLETIC MULTI-MEDIA RIGHTS INVENTORY

The Offeror selected to be UL Lafayette's MMR agency ("Selected Offeror") will exclusively manage and sell all marketing & media rights and inventories listed below subject to the following obligations:

2.1 Logo Usage

Selected Offeror has the right to include logo usage in sponsorship activities, subject to approval by UL Lafayette Director of Athletics and the Office of Communications and Marketing. For sponsorship activities that include logo usage on merchandise, Selected Offeror to ensure logo production is through UL Lafayette licensed vendors.

2.2 Programming Ownership

All broadcasts of games and coaches shows and other programming across all current and future media platforms included in the resulting Contract are and will remain the University's property before, during and after the Contract expires. All broadcasts shall include a notation, in a form reasonably acceptable, that copyright and use rights are the sole property of the University of Louisiana at Lafayette. Selected Offeror shall ensure that it has obtained all rights necessary for future use or rebroadcast.

2.3 Compliance

All services under this SFO must be in strict compliance with NCAA, the Sun Belt Conference and University of Louisiana at Lafayette rules and regulations as well as any requirements imposed by the NCAA, the Sun Belt Conference and University of Louisiana at Lafayette, and Selected Offeror 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 University of Louisiana at Lafayette's Athletics Compliance Office.

2.4 Approval Rights

UL Lafayette reserves the right to disapprove of any and all of Selected Offeror's employees working on the requirements of the Contract, and to request a replacement reasonably acceptable to the University.

2.5. Excluded Sponsorship Categories

- Pouring rights:
 - Coca Cola
- Apparel:
 - Adidas
 - Louisville Slugger
- Tobacco
- Adult entertainment
- Political
 - Candidates – radio only permitted
 - No cause-based advertisements
- Sport camps
- Fundraising events (e.g., Softball Golf Tournament, Hot & Spicy Golf Tournament, Cajun Tennis Classic)
- Football tailgate areas/parking

- On-line auction revenue
- Athletic events that are sponsored/hosted by an entity other than UL Lafayette Athletics that may or may not include University teams or student-athletes (e.g., NCAA, NIT, CIT, high school football games)
- Non-athletic events that are sponsored/hosted by an entity other than UL Athletics (e.g., band showcase, Mardi Gras, car shows)
- Selected Cajundome inventory: during every home basketball game two (2) minutes of videoboard time are reserved for their corporate sponsors' commercials along with an additional four (4) minutes during the 15-minute halftime.
- Property not under control of the UL Lafayette Athletics Department.

PART III: UL LAFAYETTE ATHLETIC MULTI-MEDIA RIGHTS – PROGRAMMING INVENTORY & OBLIGATIONS

3.1 Gamecasts: Football, Men’s & Women’s Basketball, Baseball, Women’s Softball

Selected Offeror shall arrange for the live distribution of all available regular season and playoff games for the above UL Lafayette gamecasts, along with developing production of gamecasts, and pregame & postgame reports through the University’s resources or through a third party. All distribution and production plans must be approved by the UL Lafayette Director of Athletics.

Distribution for these gamecasts shall include broadcast and/or pay television and broadcast radio along with live video/audio streaming. Outer market distribution may emphasize live video/audio streaming vs. traditional TV and radio affiliate networks, subject to distribution, business terms and the approval of UL Lafayette Director of Athletics.

3.2 Gamecasts: UL Lafayette Athletics -- Olympic Sports

Selected Offeror shall collaborate with UL Lafayette Director of Athletics in distributing and producing a comprehensive range of UL Lafayette Olympic sports events and games, airing live and utilizing broadcast and digital media platforms.

Exceptions to the live airing of the above gamecasts must be made with written permission of the UL Lafayette Director of Athletics or designee.

3.3 Gamecast Production Requirements

The Broadcast personnel for the above gamecasts will include a play-by-play announcer, a color analyst, a producer, and/or an engineer, and statistician. In addition to the aforementioned personnel, football games shall include a sideline reporter. Also, a studio host may be used to facilitate the scoreboard show or part of the pre-game show and/or halftime shows. No person will serve as a member of the broadcast crew without prior and continuing written approval of the University’s Director of Athletics or designee. All costs associated with all aforementioned talent shall be the responsibility of the Selected Offeror. All costs associated with all aforementioned talent shall be the responsibility of the Selected Offeror.

3.4 Away Team/Away Game/Playoff/Post-Season Production Requirements

UL Lafayette Director of Athletics reserves the right to grant one (1) reciprocal, free radio outlet to the other team, or teams, participating in that athletic event; or, to that party designated by a participating team as its official broadcaster. No booth fee shall be collected from that party by Selected Offeror. The Selected Offeror shall be the party officially designated to be granted the one (1) reciprocal, free broadcast outlet available for the host-team for regular season “away” games events. The Selected Offeror will then be responsible for making suitable arrangements with the host team for space and facilities and for assuming all costs of connections and transmission. The Selected Offeror shall be the party officially nominated to broadcast, by radio, UL Lafayette games in those play-off, pre-season, or post-season athletic events held under the auspices and management of the Sun Belt Conference, or of the NCAA, or of independent pre-season or post-season sponsors. Once nominated by UL Lafayette Director of Athletics to the organization sponsoring the play-off, pre-season or post-season event, it shall be the option of the Selected Offeror to enter into any broadcast agreement made available by the sponsor and, if accepted, comply with all conditions and rates of the agreement so entered between the

Selected Offeror and sponsor of the event(s) being broadcast. All costs associated with such a broadcast shall be the responsibility of Selected Offeror.

3.5 Coaches Shows/Magazine Show/Other Programming Opportunities

Selected Offeror shall develop football, Men's basketball and Women's basketball, baseball and softball coaches' shows to be distributed across a range of broadcast and digital platforms. Production shall be developed in collaboration with UL Lafayette Director of Athletics. The Selected Offeror shall pay all costs associated with shows except for payments to the coaches. The Selected Offeror and UL Lafayette Director of Athletics shall select the host for the programs and the Selected Offeror is responsible for compensating the selected host. Length of shows, location and placement as it relates to days of the week, shall be determined on an annual basis.

The Selected Offeror shall also collaborate with UL Lafayette Director of Athletics in developing a magazine show profiling a wide range of UL sports and participants along with the development of other sports programming opportunities across a range of media platforms.

PART IV: UL LAFAYETTE ATHLETIC PRINT INVENTORY

4.1 Programs

Contractor shall print, publish, market, and distribute the official football and men's & women's basketball game day home programs to the general public at all home games. University shall receive a "to-be-determined" number of complimentary copies on a per home game basis. Contractor shall be responsible for all costs associated with production, distribution and sales – both advertising and game day book sales. All revenues shall be added to the Annual Gross Revenue. Programs must adhere to all UL Lafayette, Sun Belt and NCAA policies.

4.2 Other Print Opportunities

Contractor shall also print, publish, market & distribute:

- Game day program flipcards for baseball, softball, tennis, volleyball and soccer, but can develop complete game day programs for any or all of these supports subject to sponsorship opportunities and the approval of UL Lafayette Director of Athletics
- Schedule posters
- Schedule cards
- Ticket backs for season tickets and individual tickets
- Other print opportunities

Contractor shall provide UL Lafayette Director of Athletics with donor pages and UL Lafayette Director of Athletics shall assist with all content as it relates to the University, its sports programs and especially, the football information needed for a quality product. All content of the programs and other print opportunities is subject to review and approval by UL Lafayette Office of Communications and Marketing and Athletics Department.

All other game/event programs size, quantity and format shall be determined on an annual basis between Contractor and UL Lafayette Director of Athletics designee.

PART V: UL LAFAYETTE ATHLETIC IN-VENUE SPONSORSHIP INVENTORY

5.1 Sponsorships

The Selected Offeror will have the exclusive right to seek and negotiate agreements for securing sponsorships, endorsements, promotions and advertising for at-event impact opportunities for all intercollegiate sports in all venues to include, but not limited to the following:

- Student Rewards Program (not currently offered; program to be approved by UL Lafayette)
- Corporate hospitality areas:
 - Space provided to Selected Offeror
 - Associated costs paid by Selected Offeror
- Tickets:
 - Selected Offeror will receive a limited, to-be-determined number of tickets for each sport
 - Additional tickets above this limit can be obtained at an additional cost to Selected Offeror
- Display opportunities at home athletic events:
 - Fan Zones
 - Bands/Music
 - Vehicle displays
 - Coupon distribution
 - Other displays
- Promotional Giveaways

PART VI: UL LAFAYETTE ATHLETIC NAMING RIGHTS INVENTORY

6.1

While the UL Athletic Foundation (RCAF) will continue to solicit distinguished alumni for the naming rights to UL Lafayette Athletic Department facilities, Selected Offeror hereby agrees to work with the UL Lafayette and RCAF in soliciting and obtaining proposal(s) in connection with the naming rights or presenting rights to the following facilities (all agreements must be approved in advance by UL Lafayette Director of Athletics and President of UL Lafayette).

PART VII: UL LAFAYETTE ATHLETIC FACILITIES SIGNAGE INVENTORY

7.1

The Selected Offeror will be responsible for the sale of all signage inventory currently owned or proposed by the University in support of UL Lafayette Athletics. The University reserves the right to approve all content, both in message and sponsor placement:

VOLLEYBALL:

- Scorer's Tables (4)

SOCCER/TRACK:

- Large LED scoreboard
- Static Scoreboard signs (4)
- Back of scoreboard sponsor (1)
- Fence windscreen (1)

TENNIS:

- Static Scoreboard signs (10)

SOFTBALL:

- LED scoreboard
- Static Scoreboard signs (6)
- Outfield Bleacher signs (22)
- Foul pole sponsors (2)

BASEBALL:

- Outfield wall signs (30)
- Foul pole sponsors (2)
- Videoboard
- Top of dugout sponsors (6)
- Outfield billboard (1)
- Cooking Club roof sponsor
- Dugout roof façade (2)
- Dugout railing pad (2)

BASKETBALL:

- Centerhung videoboard and LED ring

- LED Ribbon Boards located about upper level seats along baseline (2)
- Goal station sponsors (2 unsold)
- Backboard support beam (2 unsold)
- Permanent signage is unavailable

FOOTBALL:

- Parking lot entrances (8)
- Static marquee in parking lot (2 sponsor locations)
 - Possible LED upgrade in the future
- Stadium entrances (4)
- Ticket booths (2)
- Back of scoreboard sponsor (5)
- Practice field windscreens (5)
- Play Clock (2)
- Camera Well Sponsors (3; Adidas)
- Videoboard camera well
- Videoboard
- Field wall sponsors (4)
- Videoboard digital sponsors (8)

OTHER INVENTORY:

- Digital marquee sign located on Bertrand Drive and Reinhardt Dr
 - Anticipated installation by December 1, 2017
- Digital billboard located on Johnston Street at Cajundome Boulevard
 - Anticipated installation by December 1, 2017

PART VIII: UL LAFAYETTE ATHLETIC DIGITAL RIGHTS INVENTORY

8.1

Selected Offeror shall have the exclusive rights to sell sponsorships and advertising on UL Lafayette's Athletic Department digital platforms listed below. Such sponsorships and advertising will be subject to the approval of University. Selected Offeror shall have the exclusive rights to all digital media opportunities relating to the University's Athletic Department, including but not limited to, the right to develop, market and sell interactive digital applications for the Web and mobile devices, audio or video streaming as well as online and mobile highlights. University is responsible for content on the UL Lafayette Website, unless otherwise agreed. Specific opportunities include:

- Mobile Application (not currently in place; program to be approved by UL Lafayette)
- Mobile website advertisements
- UL Lafayette Athletic Website provider:
 - Current Contract with SIDEARM Sports expires 10/1/18
 - Provider to be selected in collaboration with UL Lafayette Director of Athletics. UL Lafayette Director of Athletics to have final approval on the provider.
- Social media activation (content and frequency to be approved by UL Lafayette)
- Web stream/Internet Broadcasts –
 - If the Athletic Department decides to offer a non-subscription-based model for its digital platforms, Selected Offeror to cover necessary expenses to provide the platform free on RaginCajuns.com and to cover costs of announcers (if not provided by the radio broadcast)

The official UL Lafayette Athletic website shall be jointly produced and maintained by the Contractor and the University and managed by the Contractor. Contractor shall be required to work closely with University to maximize the effectiveness and capabilities of the website and to ensure University has access to information generated via the website. Any subcontractors utilized to fulfill the portion of this responsibility shall be mutually agreed upon by the Contractor and University. The website shall include editorial copy prepared by the University. Access to the webpage shall be of no charge to the general public.

A subscription based video component has been created. University reserves the right to change the business model. Live and archived information shall be made available to subscribers and managed by the Contractor or its subcontractor. As long as a subscription-based model is utilized, subscription prices shall be determined by University and Contractor. Subscription revenue shall be part of the Annual Gross Revenue.

The Contractor shall provide a live audio stream of all radio broadcasts occurring as a result of this SFO on through the website at no cost to the University or public.

The Contractor shall have the right to sell sponsorships in the form of company logos and messages, and direct internet access to other websites owned by cooperative vendors and sponsors – insofar as any sponsor or websites do not conflict with University's contract for sale of Official Licensed Products or its agreements with any of its corporate partners. Contractor shall not partner with any other online retailer, on the official website, without approval from the University. The Contractor shall be responsible for all cost and arrangements incidental to the initial set-up, production, and maintenance of the website homepage and sponsorship.

PART IX: OTHER MULTI-MEDIA RIGHTS OBLIGATIONS

9.1

- The University reserves the rights to approve or disapprove any and all new Inventory as it relates to the Multi-Media Rights and this SFO. University shall work closely with Contractor to create new Inventory.
- The Contractor shall provide for the University, at the Contractor's expense, fifteen (15), 30-second commercial spots every week of the year on all UL Lafayette Athletics-affiliated radio stations across the State of Louisiana. These spots are to run Monday through Friday between 7 A.M. and 7 P.M, 52 weeks per year. These spots shall be prepared either by the UL Lafayette Athletic Department and/or the Communications and Marketing Office.
- Subcontractors – The UL Lafayette Director of Athletics must approve any proposed usage of a subcontractor prior to any such subcontractor arrangement being implemented. This includes all media affiliates.
- University Logo – Contractor may use the name, logo, and other approved insignia in connection with the services and duties outlined in this SFO except for sale or resale of any merchandise. Any and all uses of University's trademarks, including name and any logo(s) must be approved in advance by UL Lafayette's Communications and Marketing Office:
- Post Season highlight video/DVD – Contractor may produce a season ending highlight video/DVD for sale to the general public. Contractor shall assume all costs associated with the production and sale of said video/DVD. The UL Lafayette Director of Athletics shall have full approval rights prior to production or distribution of any postseason highlight video/DVD.
- University reserves the right to approve all personnel and staffing changes during the life of this Contract. All Contractors' staff salaries shall be the sole responsibility of Contractor.
- Contractor is expected to participate in promotional events as mutually agreed upon.
- Coaches Endorsements
 - Contractor shall develop a marketing plan specific to national, regional and local coach's endorsement opportunities.
 - Contractor shall have opportunity to use all UL Lafayette head coaches in pre-approved endorsement appearances. Obvious time restraints as it relates to coaches' schedules are to be taken into consideration. University reserves the right to decline any or all endorsement opportunities.

- The University will continue to maintain rights to solicit and accept philanthropic gifts including naming rights from corporations and individuals according to the University's standard procedures and regulations.

- The Contractor is required to purchase at least the following number of reserved season tickets for the following sports:
 - A. Football Chairback Seating 40
 - B. Football Standard Seating 100
 - C. Main Football Suite on Level 1 of the Press Box
 - D. Basketball Level 1 Seating 50
 - E. Basketball Level 2 Seating 40
 - F. Baseball Seating 50
 - G. Softball Seating 40

9.2 Development of New Athletic Multi-Media Rights

The University recognizes that the development and marketing of various Multi-Media Rights by universities with major athletic programs is both dynamic and evolving and that opportunities may be expected to become available during the term of any Agreement resulting from this SFO that are now being implemented. Accordingly, the University expects that the selected Contractor may seek other Multi-Media Rights of the University for the purpose of developing those properties, as mutually agreed upon between the University and the Contractor. The selected Contractor must request in writing from the University the authority to utilize any Multi-Media Rights that are not specified in this SFO. The intent of the development of new Multi-Media Rights would be to generate additional revenue for the University. It is expected that the development of any new Multi-Media Rights would increase the revenue to the University on a schedule as mutually agreed upon by both the University and the selected Contractor and will be added by mutual agreement through an amendment to the Contract.

PART X: EVALUATION

10.1

Based upon the objectives stated in Section 1.2, an Evaluation Committee of UL Lafayette officials and their agents, will evaluate Offers and make a recommendation to the Director of Athletics and approved by the Director of Purchasing. The evaluation shall be based upon the information provided in the Offer, additional information requested by the University for clarification, information obtained from references and independent sources, and on oral presentations, if requested.

Offers shall be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. Based upon this evaluation, the University may select one or more finalists to make a final in-person presentation to the University's evaluation committee during the week noted above. The University will award the Contract to the responsible Offeror whose Offer is determined to be the most advantageous to the University, taking into consideration the evaluation criteria set forth in this SFO.

The evaluation of Offers will include consideration of responses. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

An Evaluation Committee will review and score Offers submitted and make a recommendation for award. While a numerical rating system will be used to assist the evaluation committee in selecting the competitive range and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the Offers using the factors disclosed in the SFO. The University, after review and approval of the evaluation committee's written recommendation, will notify all Offerors of the results of the evaluation. The announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

The University will evaluate Offers as submitted and may not notify Offerors of deficiencies in their responses. The decisions of the University, Director of Athletics, Purchasing Director and the evaluation committee are final.

The Evaluation Committee will first determine if the Offeror meets all of the mandatory requirements of the SFO and if the Offer includes the items requested in Section 1.6. For the Offerors meeting the minimum mandatory requirements, the Evaluation Committee shall assign points to each Offer as follows:

Evaluation Criteria	Possible Points
Offeror Qualifications	10
Offeror Services & Resources	20
Evidence of Successful Collegiate Multi-Media Marketing Performance	10
Proposed Multi-Media Marketing Plan for UL Lafayette Athletics and Implementation Schedule	30
Financial Proposal	30
Total Possible Points	100

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

10.2 Offeror Presentations

After the SFO Offers Due Date, Offerors who's Offers are judged acceptable may be invited to make a presentation to the Evaluation Committee. This presentation provides the selected Offerors to clarify and elaborate upon their respective Offers.

ATTACHMENT A FINANCIAL OFFER

Financial Offer Summary-Athletic Multi-Media Rights: Offeror shall outline in detail the plan to compensate UL Lafayette in return for the University's media and sports marketing rights on an annual basis. UL Lafayette will consider a range of financial offers. If Offeror is prepared to make a financial guarantee, the following format should be utilized:

Financial Offer - Guarantee Model

In consideration of the exclusive UL Lafayette Multi-Media rights for the term of the Contract, the Offeror listed below duly agrees to pay UL Lafayette: 1) the guaranteed annual amount (Annual Rights Fee), for each specific year during the seven (7) year term; plus 2) a revenue share of Gross Revenues in excess of Threshold Gross Revenue.

Additional Financial Commitment: In addition to the Financial Offer related to Annual Gross Revenue, please propose a financial commitment to assist UL Lafayette with a capital investment that might include a signing bonus or higher annual guaranteed payments in the early years of the Contract Term.

Offeror's name: _____ Company Name: _____

Contract Year	Annual Rights Fee/Guarantee	Threshold Gross Revenue	UL % of Gross Revenue over Threshold
2018	\$ _____	\$ _____	_____ %
2019	\$ _____	\$ _____	_____ %
2020	\$ _____	\$ _____	_____ %
2021	\$ _____	\$ _____	_____ %
2022	\$ _____	\$ _____	_____ %
2023	\$ _____	\$ _____	_____ %
2024	\$ _____	\$ _____	_____ %
2025 (6/30)	\$ _____	\$ _____	_____ %

Signing Bonus (if any) \$ _____

Annual Rights Fee/Guarantee is the guaranteed amount Contractor will pay UL Lafayette each year semi-annually regardless of actual Gross Revenue. Each year of the Contract, Contractor will pay half (½) of the Annual Rights Fee on or before January 1st. The second portion of the guarantee payment along with any revenue share shall be paid on or before June 30th of each year.

ATTACHMENT B: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation for Offers (SFO), including attachments.

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Offeror certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Offer and authorized signature below, Offeror certifies that:

1. The information contained in its response to this SFO is accurate;
 - Offeror complies with each of the mandatory requirements listed in the SFO and will meet or exceed the requirements specified therein;
 - Offeror accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this SFO.
 - Offeror confirms that its Offer will be considered valid until award is made.
 - Offeror understands that if selected, the Offeror will have **fourteen (14)** calendar days from the date of delivery of Contract in which to complete contract negotiations, if any, and execute the final Contract document.

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Offeror's Authorized Representative: _____

(Signature **MUST** be **HAND SIGNED** and should be in Blue ink)

Date: _____