

Oakland University

**REQUEST FOR PROPOSAL (RFP)
EXCLUSIVE ATHLETIC APPAREL CONTRACT**

FILE 00275

Issue Date: December 12, 2025

Questions Due: January 5, 2026 by 2PM EST

Addendum Issued by January 9, 2026

Sealed Proposals Due: January 23, 2026 by 2PM EST

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SECTION I – BACKGROUND

1.01 Oakland University Background Information

Oakland University (University) is a world-class academic institution located on 1,443 acres of wooded hills and meadows in Rochester, MI. The university was established in 1957 through a generous donation from founders Alfred and Matilda Dodge Wilson. Oakland University celebrated the 50th anniversary of its founding in 2007. When it opened in 1959, 570 students were enrolled, and the charter class graduated in 1963 with 125 students receiving diplomas. Today, nearly 16,000 students attend classes at OU, and our alumni total has grown to approximately 100,000.

As a state-supported institution of higher education, Oakland University has been recognized and is classified as a doctoral research university by the Carnegie Foundation for the Advancement of Teaching. With 139 baccalaureate degree programs and 127 graduate degree and certificate programs, Oakland provides a distinct educational experience with flexible class schedules and state-of-the-art facilities, student services, classroom technologies, research labs, internships and research opportunities with corporate partners. Located in the heart of Oakland County's Automation Alley, the university has forged hundreds of partnerships with hospitals, Fortune 500 companies, cities, government agencies and educational institutions.

Oakland University Athletics ("Athletics") is a Division I member of the NCAA and a conference member of the Horizon League. Athletics invites qualified footwear, apparel, and equipment providers to submit proposals for a comprehensive, multi-year partnership to outfit all varsity athletic programs. This RFP outlines the requirements, expectations and evaluation process for selecting a preferred supplier

All questions regarding this Request for Proposal should be directed to:

Maria Ebner-Smith
Director of Purchasing
Oakland University, Purchasing Department
411 Pioneer Drive
Rochester, Michigan 48309
Phone No. 248-370-4423
Email ebnersmi@oakland.edu

1.02 RFP Overview

The intent of this Request for Proposal (RFP) is to:

- Secure high-quality footwear, apparel and equipment across all varsity sports;
- Establish a consistent, unified brand identity for the Athletic Department;
- Ensure timely access to sport-specific product and customization;
- Provide cost-effective or value-in-kind solutions;
- Create mutually beneficial marketing, brand visibility, and promotional opportunities.
- Secure a five-year term contract with the contract term commencing June 1, 2026. Oakland University will consider extension terms built into the contract.
- This contract, in whole or in part, shall not be subcontracted or assigned to another vendor without prior permission from Oakland University.

Oakland University will work through any transitional issues in good faith, as required in the event of an award to a new apparel provider or company. The Initial Contract period would commence upon award.

SECTION II – SCOPE OF SERVICES

2.01 Statement of Work

Vendors should propose comprehensive solutions that address the following (this content must be included in the bidder's response to ensure a complete proposal is received):

Product Categories

- The following teams will be utilizing the apparel contract:
 - Baseball;
 - Softball
 - Men's and women's basketball;
 - Men's and women's soccer;
 - Men's and women's swim and dive;
 - Men's and women's cross country;
 - Men's and women's indoor and outdoor track;
 - Men's and women's golf;
 - Women's volleyball;
 - Women's tennis;
 - Esports;
 - Dance Team; and
 - Any and all future Division I intercollegiate teams.

- Provide the pricing structure (i.e. percentage off list) for footwear, apparel and equipment purchased by the University under the Contract. This could include, but is not limited to, the following items for any or all of our sports:
 - Footwear for all varsity teams;
 - Game and practice apparel (including sport specific customizations);
 - Sideline and travel gear;
 - Coaching staff apparel;
 - Training, strength, and conditioning gear; and
 - Sport-specific equipment (if applicable)

Additional Expectations:

- Product launch timelines and guarantees. Term to begin July 1, 2026.
- Uniform lifecycle schedules.
- Team ordering process and platforms requirements.
- Availability of emergency or mid-season fulfillment.
- Customization capabilities (logos, numbering, colorways).
- Include information on direct or distributed sales.
- Identify all purchase minimums and escalators over the term of the Contract.

RFP Exclusive Athletic Apparel Contract

- Provide information pertaining to complimentary and/or promotional products to be supplied to the University during the term of the contract and the process for providing this merchandise (i.e. do you provide a set amount on a yearly basis, an allotment based on how much is spent during the year, do you do both options, etc.). All proposals should be compliant with NCAA and Horizon League requirements in all respects and should not place Oakland University in any positions of sanctions, violations or probation under NCAA codes.
- Provide any sports specific information the Bidder feels could bring value to the Contract.
- Provide information about any bonus compensation and incentive packages the Bidder feels will enhance the value of the Contract.
- Provide product service capabilities
 - Different levels and numbers of uniforms: stock, modified and custom
 - Men's and women's cuts in apparel and uniforms
 - Tall and large sizes in apparel and uniforms
 - Ability to service sports with specialized needs (specific footwear for different sports, swimsuits and other non-traditional uniforms, practice and game balls for each sport, when applicable)
 - The successful vendor would work through Oakland University Communications & Marketing and Collegiate Licensing Company (CLC) to obtain rights to the Oakland University marks.
- Provide product shipping information
 - Ability to coordinate with manufacturer to ensure timely deliveries
 - Shipping Method
 - Payment Method (Oakland University's standard is Net 45 after receipt of invoice)
 - Split shipments and shipment payments
- Provide information on ordering procedures
 - Dates for yearly team orders (Booking orders)
 - Availability of on-line ordering system and whether such would allow Oakland University specific pricing benefits
 - Inventory status information for ordering department
- Customer service plan
 - Planned schedule for regular visits to the University
 - Communication plan
 - Reporting and yearly review of account
- Product compliance for teams when Student Athletes are required to purchase items individually when the program does not supply them.

Value added information:

Provide the University with any value-added information that would enhance the overall value of your proposal including but not limited to corporate sponsorship opportunities.

- For items/products that are not carried by Vendor, acknowledgement that such items/products may be purchased by the University from other vendors even when those vendors are direct competitors of the Vendor.

SECTION III - RFP PROPOSAL REQUIREMENTS AND SPECIFICATIONS

3.01 Plan of Action for Accomplishment of Services

All proposers shall provide a detailed Plan of Action for tasks as described in the Scope of Services. This timeline should include length of time from approved order to installation for each product type listed.

3.02 Proposal Requirements

It is the purpose of this RFP to obtain as complete and comprehensive amount of data as possible from each bidder to enable Oakland University to determine which bidder is the best able to provide all of the products and services which are to be considered in the award of this contract.

Proposals must include the following sections:

- Company overview
 - Company Background
 - Relevant collegiate partnerships
- Product Offering
 - Complete list of footwear, apparel and equipment available
 - Customization capabilities
 - Sustainability or performance technology highlights
 - Ability to provide apparel/equipment in accordance with OU's brand and color guide (attached).
- Financial Proposal
 - Value-in-kind (VIK) package
 - Discount Structure
 - Signing bonus of promotional allowances
 - Cash support (if applicable)
 - Initial and annual allotments for teams and staff
- Marketing and Branding Commitments
 - Co-branding opportunities
 - Activation campaigns
 - Digital/print visibility options
- Service and Support
 - Account representative details
 - Team store solutions
 - Fulfillment timelines
 - Return/replacement policies
- References
 - At least three collegiate athletics references

3.03 Qualifications/Experience

Respondents shall provide experienced, qualified, and capable personnel to perform the functions and responsibilities as outlined in the Scope of Services. The Statement of Qualifications/Experience must clearly demonstrate the proposer's relevant experience, proper licensing if required, proper insurance as listed in Exhibit B.

All Respondents shall provide a Statement of Qualifications/Experience that addresses the following:
Supplier Requirements – Please respond to each requirement.

- Proven history of supplying to Division I Intercollegiate Athletic Programs;
- Ability to meet large-scale, multi-sport distribution demands;
- Strong customer service, including a dedicated account representative; and
- Capacity to provide branding/marketing support.

Responses must include the following OU required documents:

- A signed copy of the RFP indicating the Supplier agrees to the RFP in its entirety, including Oakland University's Terms and Conditions
- Schedule A - Addendum Acknowledgement
- Schedule B – Insurance Acknowledgement
- Schedule C – Cost Proposal in Excel format

Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

3.04 University Liaison

The awarded Supplier shall designate and provide at no charge to Oakland University an official representative to serve as liaison with the University in overseeing the relationship between the Supplier and the University. Contact information for the liaison(s) should be provided and include name, title, phone/cell, and email address.

3.05 Cost/Fees

Proposals must include a fee schedule for the goods and/or services being proposed. The schedule should indicate all proposed costs will be held firm for a period of at least on hundred twenty (120) days following submission of the proposal.

Firms must clearly and unambiguously specify the cost of the services in their proposals. Any reimbursable fees should be identified separately.

Any other taxes, fees or commissions applicable to the proposed contract are the responsibility and liability of the proposer who must include these cost items in the price of the goods and services.

3.06 Freedom of Information Act Requests

The Supplier understands that the University complies with the Michigan Freedom of Information Act ("FOIA") and that the University may provide Confidential Information to other persons or entities upon receipt of a FOIA request. Section "z" of the FOIA states that security information is exempt from disclosure.

A FOIA request must be submitted in writing to the FOIA Office (or Coordinator). The request may be transmitted in hard copy, by email, or by facsimile. Refer to Oakland University's website for procedures and guidelines to submit a FOIA request - <https://www.oakland.edu/policies-regulations/FOIA/>.

SECTION IV – EVALUATION

4.01 Evaluation of RFP Response and Selection Criteria

Proposals will be evaluated by the University. If there are portions of any proposal the University finds unacceptable or otherwise in need of clarification or revision, the University reserves the right to negotiate with any or all Suppliers. Any exceptions to the specifications or any other special considerations or conditions requested or required by Supplier will be enumerated by the Supplier and submitted as part of its Proposal, together with an explanation as to the reason the specifications cannot be met. Each Supplier will be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its proposal.

The University will evaluate the proposals submitted in response to this RFP, based on the completeness of the information provided and the business and technical merits related to the goals and requirements of the University. The University will conduct a detailed review and evaluation of the company and/or team and all entities and/or organizations participating in providing the goods and services described in this RFP. The evaluation of proposals has one basic objective: to determine whether the proposer meets the requirements set forth in this RFP and has the best value proposal to the University.

After review of submitted proposals, OU reserves the right to request a demonstration of the product.

Proposals will be evaluated by the University against the criterion that follows:

	Possible Points
Quality and breadth of product line	20
Financial value and cost-effectiveness	20
Vendor reliability and service model	20
Customization and technology capabilities	15
Ability to strengthen athletic branding	15
Overall alignment with department values and needs	10
TOTAL:	100 POINTS

Proposals will be scored on a one hundred (100) point scale in accordance with the evaluation criteria set forth above. Each Respondent must indicate its fees in accordance with section 3.05. Fees must be reasonable and justifiable and must reflect the proposed approach/work plan. OU will award to the responsive and responsible Respondent(s) whose proposal conforms to this RFP and whose combined scores under this section provide the best value. Notwithstanding anything contained herein, OU reserves the right to make an award based on any other relevant considerations and in the best interest of OU.

4.02 Process for Award

Without limitation and at its sole option, OU reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications, to negotiate with finalists, or to waive any informality. Firms

may be excluded from further consideration for failure to fully comply with the specifications of this RFP.

OU may decide to reject all proposals and/or to reissue this RFP with modifications.

OU will not award contracts to proposers that are debarred, suspended or otherwise determined ineligible by, nor to proposers that OU has determined to be non-responsible.

OU reserves the right to make an award based solely on the original proposals received or to negotiate further with proposers. The proposer selected for the award will be chosen on the basis of an assessment of the greatest benefit to OU, not necessarily on the basis of lowest price. OU also reserves the right to negotiate and award any element of this RFP, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposals received as the best interest of OU may require.

SECTION V - PROCUREMENT PROCESS

5.01 Submission Method, Date and Time

One (1) copy of the sealed proposal shall be submitted electronically. All responses must be submitted online via Grizzfiles. If you plan to submit a proposal, please request an upload link at least five days prior to the bid submittal by emailing ebnersmi@oakland.edu. Put the proposal number and name in the subject line. Proposals must be received **January 23, 2026 @ 2P.M. Eastern Time**. Proposals will not be opened publicly. It is the firm's responsibility to ensure that its proposal is delivered at the proper time and place.

The document shall be 8 ½" x 11" format, no smaller than 11-point font, up to 35 pages, and should not contain unnecessary elaborate brochures or other presentations beyond those minimally required to present a complete and effective quotation.

Expenses for developing and presenting responses to this RFP shall be the entire responsibility of the Supplier and shall not be chargeable to the University. All supporting documentation and manuals submitted with this proposal will become the property of the University.

Unless otherwise stated above, proposals submitted are to be in accordance with the outline and specifications contained and are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated.

Submitted unit prices and labor costs are to be held for three years of the date of contract.

OU reserves the right to accept or reject any or all proposals, and may cancel this solicitation at any time for any reason at the university's discretion.

5.02 Questions and Interpretations

All inquiries to this RFP must be submitted in writing to ebnersmi@oakland.edu by **January 5, 2026 @ 2P.M. Eastern Time**. An Addendum will be issued **January 9, 2026** with responses to all questions received.

5.03 Withdrawal of Proposals

Proposals may be withdrawn by written notice to the prescribed OU Buyer, prior to the proposal deadline date. Negligence on the part of the Supplier in preparing the proposal confers no right of withdrawal or modification of the proposal after the proposal deadline has elapsed.

5.04 Price and Scope of Work Changes

All proposals should be firm and not subject to change by the Supplier for a period of one hundred twenty days (120) from the proposal deadline date. Note, however, OU reserves the option to negotiate prices downward and to negotiate additional scope of work and cost changes based on final negotiations with the selected Supplier.

5.05 Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn prior to the due date for this solicitation. If negotiations are not held, or if best and final offers have been received, the Firm may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow:

The mistake and the intended correct offer are clearly evident on the face of the proposal.

The Firm submits written evidence which clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Firms.

Mistakes discovered after award shall not be corrected unless OU Counsel makes a written determination that it would be disadvantageous to OU not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by OU's Legal Counsel.

5.06 Execution of Proposals

The original proposal must contain a manual or electronic (date and time stamped) signature of an authorized representative of the proposer. The proposal must be typed or printed in ink. All corrections made on the proposal sheets must be initialed by the authorized representative. The company name must appear on each sheet. The proposal must include all documents, materials and information required herein.

5.07 Procurement Schedule

The University intends to conduct the procurement process expeditiously. Proposers are expected to comply with the procurement schedule, including any modifications thereto which may be made by the University. The University will notify proposers of any and all such modifications. Proposers who fail to comply with the schedule may not receive further consideration.

The anticipated procurement schedule for the RFP process is as follows; the University will make every effort to adhere to the schedule, and at its discretion is subject to change:

Issue Request for Proposal	December 12, 2025
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Deadline for Written Questions Regarding the RFP	January 5, 2026 @ 2P.M. Eastern Time
Addendum Issued by	January 9, 2026
Proposal Submission	January 23 @ 2P.M. Eastern Time
Readiness for Service/Contract Commencement	June 1, 2026

SECTION VI – GENERAL CONDITIONS

6.01 Terms and Conditions

Any contract resulting from this Request for Proposal is subject to and shall be performed in accordance with the University’s General Terms and Conditions for Agreement located at the following: [OU Terms & Conditions](#).

The University’s preferred payment method is with a University credit card (Pcard). **The University will not accept convenience fees or increased pricing due to Pcard payment.** The University is tax exempt, State of Michigan tax is not applicable.

Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

Upon University request, the awarded supplier must agree to provide independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Furthermore, the Contractor must agree to permit the University, upon request, to audit privileges, related to the University’s account. Failure to agree to this may result in disqualification of your bid.

Purchase Orders issued to the Supplier throughout the term of an agreement for services shall be subject to any and all of the provisions noted in this RFP. If there is a discrepancy between the information stated in this RFP and the University’s T&Cs, the T&Cs will apply.

This RFP in no manner obligates the University to the eventual purchase of any products or services described, implied, or which may be proposed, and may be terminated by the University without penalty or obligation at any time.

Expenses for developing and presenting proposals will be the entire responsibility of the Supplier and will not be chargeable to the University. All supporting documentation and manuals with this proposal will become the property of the University.

The Supplier understands that the University complies with the Michigan Freedom of Information Act (“FOIA”) and that the University may provide Confidential Information to other persons or entities upon receipt of a FOIA request. Section “z” of the FOIA states that security information is exempt from disclosure.

Smoke Free Campus: Effective Fall 2013, the University is smoke-free. Contractors are responsible to ensure that all employees and all subcontractors' employees are in compliance anytime they are on Oakland's main, or extension center campuses. The complete policy can be found at [Policy 475](#).

6.02 Conflict of Interest

The Supplier affirms that to the best of its knowledge there exists no actual or potential conflict-of-interest between the Supplier's family, business, or financial interests and providing the Services. The Supplier will not attempt to influence any University employee by the direct or indirect offer of anything of value. The Supplier also warrants that no officer or employee of the University has or will have a direct or indirect personal financial interest in the Agreement. The Supplier also affirms that neither the Supplier nor any of its employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Supplier, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of an Agreement.

In the event of change in either Supplier's interests or Services under this Agreement, the Supplier will inform the University regarding all possible conflicts-of interest which may arise as a result of such change. The Supplier agrees that conflicts-of-interest will be resolved to the University's satisfaction or the University may terminate the Agreement.

Oakland University reserves the following rights: to accept or reject any bid; to reject all bids' to waive any formalities or irregularities contained in a bid that do not comply with the terms and conditions of the invitation to bid, any modifications to the invitation to bid, or any specifications; to select the bid and/or items that in the sole and absolute discretion of Oakland University are in Oakland University's best interest whether or not the bid selected is the lowest monetary bid received.

6.03 Cost of Proposal

Suppliers are responsible for all their costs associated with the preparation of proposals, the demonstration and interview process and the contract negotiation process. All costs incurred, directly or indirectly, associated with the preparation of proposals shall be the sole responsibility of and shall be borne by the respondents.

6.04 Form of Purchase

The acceptance of the proposed Firm's offer for the services specified herein will be made by issuance of a duly authorized contract or purchase order prepared by OU. Suppliers are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of OU concerning the award until a contract agreement is executed.

6.05 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Firm to immediately notify OU in writing specifying the regulation which requires alteration. OU reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to OU.

6.06 Nonconformance to Conditions/Specifications/Scope of Services

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the Firm's expense. Services not provided in accordance with the Scope of

Services may result in the Firm being found in default. In the event of default all procurement costs may be charged against the Firm. Any violations of these stipulations may result in the Firm's name being removed from OU's proposal mailing list.

6.07 Assignment or Transfer

The successful Firm shall not assign or transfer any interest in any subsequent contract, in whole or part, without written approval of OU. Claims for sums of money due, or to become due from OU pursuant to the contract may be assigned to a bank, trust company or other financial institution. OU is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Firm obtaining OU's prior written consent.

6.08 Patents - Licenses and Royalties

The successful Firm shall indemnify and save harmless OU and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by OU. If the Supplier uses any design, device or material covered by letters, patent, or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g., software and license to use same purchased) shall revert to OU at the end of the Agreement.

6.09 Permits and Licenses

The successful Firm shall obtain all permits and licenses that are required for performing its work. The Firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The Firm will hold OU harmless for any violation of software licensing resulting from breaches by employees, owners, and agents of the Firm.

6.10 Taxes

The successful Firm is responsible for all state and federal payroll and/or social security taxes. The Firm shall hold OU harmless in every respect against tax liability.

6.11 Insurance Requirements

The awarded Supplier will be required to obtain insurance protecting Oakland University, Supplier and any subcontractor of Supplier performing services covered by the RFP. The awarded Supplier agrees to immediately comply with the insurance provisions and maintain insurance levels at its sole expense. Supplier shall provide acknowledgement and evidence of such insurance prior to execution of the Contract, found in **Schedule B**. If you cannot currently meet the requirements, proposals must include a statement agreeing to meet these requirements at no additional cost by the time of contract signing. Failure to meet this requirement may cause the proposal to be considered non-responsive and subject to disqualification.

6.12 Proof of Insurance

The successful Firm shall furnish to OU a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with OU. OU must be listed as an additional insured.

6.13 Standards of Conduct

The successful Firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

6.14 Removal of Employees

OU may request the successful Firm to immediately remove from assignment to OU and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of Duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct, or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at OU.

6.15 Supervision

The successful Firm shall always provide adequate competent supervision during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to OU prior to contract start. The Firm or his designated representative shall be readily available to meet with OU personnel. The successful Firm shall provide the telephone numbers where its representative(s) can be reached.

6.16 Performance Evaluation Meeting

The selected Firm shall be readily available to meet with representatives of OU weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve all performance problems identified at these meetings.

6.17 Federal, State and Local Reporting Compliance

The Firm shall provide such financial and programmatic information as required to comply with all Federal, State, and local law reporting requirements.

6.18 Project Personnel

Except as formally approved by OU, the key personnel identified in the accepted proposal shall be the individual who will complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to OU and approved.

6.19 Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the Firm at their legal business residence as given in the contract. Written notices to OU shall be addressed as provided in the contract.

6.20 Cancellation

Irrespective of any default hereunder, OU may also at any time at its discretion cancel any subsequent contract related to this solicitation, in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

6.21 Travel

All travel and miscellaneous expenses related to this solicitation will be borne by the Firm unless otherwise provided in the contract for services.

6.22 Non-Discrimination

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, Executive Order 11246 (September 24, 1965) as amended, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

ACCEPTANCE

Please indicate your acceptance of Oakland University's Terms and Conditions and the provisions stated in this RFP in the space provided below. Complete the information at the bottom of this document and return this signed page with your RFP response.

Thank you.

ACCEPTANCE ACKNOWLEDGEMENT:

I have reviewed and do accept Oakland University's Terms and Conditions as stated on the University web page. I have read and agree to abide by the terms of this RFP. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Company:	Address:
Authorized Signature: _____	Date:
Printed Name:	Title:
Phone #:	Email:

NOTE: OAKLAND UNIVERSITY RESERVES THE FOLLOWING RIGHTS: TO ACCEPT OR REJECT ANY BID; TO REJECT ALL BIDS; TO WAIVE ANY FORMALITIES OR IRREGULARITIES CONTAINED IN A BID THAT DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE INVITATION TO BID, ANY MODIFICATIONS TO THE INVITATION TO BID, OR ANY SPECIFICATIONS; TO SELECT THE BID AND/OR ITEMS THAT IN THE SOLE AND ABSOLUTE DISCRETION OF OAKLAND UNIVERSITY ARE IN OAKLAND UNIVERSITY'S BEST INTEREST WHETHER OR NOT THE BID SELECTED IS THE LOWEST MONETARY BID RECEIVED.

SCHEDULE A – Addendum Acknowledgement

ADDENDA:

The undersigned affirms that the cost of all work covered by the following Addenda are included in the price of this proposal.

Addendum No.	_Date:	-	Addendum No.	_Date:
Addendum No.	Date:		Addendum No.	Date:
Addendum No.	Date:		Addendum No.	Date:

Firm Name:

SCHEDULE B-INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

Workers' Comp:	Statutory Limits & EL \$1,000,000
Commercial General Liability:	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability:	\$1,000,000
Excess (Umbrella):	\$2,000,000 per occurrence

Respondents must provide an insurance certificate as part of their proposal submittal showing evidence of insurance. If you cannot currently meet the requirements proposals must include a statement agreeing to meet these requirements at no additional cost by the time of contract signing. Failure to meet this requirement in your RFP response may eliminate your company's proposal.

1. Oakland University and its Board of Trustees must be listed as an "Additional Insured" on the Certificate of Insurance.
2. Supplier must provide an insurance certificate before commencing service delivery, must keep the certificate up-to-date, and must forward copies of all revised certificates of insurance to the Risk Management Department at Oakland University within thirty (30) days of the change.
3. Notice of cancellation must be submitted thirty (30) days prior to the termination of the insurance coverage.
4. Awarded Supplier shall notify the University of any Accidents and/or claims, including without limitation accidents or claims involving bodily injury, death or property damage, arising on or within the Licensed Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five days of Awarded Supplier's receipt of notice of the accident or claim.
5. Required insurance coverage and any self-insured retention may be required to be modified by the University if, in the sole judgment of the University, the levels of risk associated with Awarded Supplier's operations require modification of such coverage.
6. Failure of the Awarded Supplier to obtain and maintain appropriate insurance as specified by the University, without gap, may be deemed a material breach of this license and at the sole discretion of the University may be cause for contract termination.

Exceptions to the above insurance requirements are to be approved, in writing, by the Office of Risk Management. Exceptions are determined by the type and nature of the contract and the individual contractor.

SCHEDULE C-COSTS

Supplier Name: _____

(Insert what works for your RFP)

All pricing should be completed in Schedule C Excel Sheet provided.

All items proposed by the Supplier should meet or exceed Oakland University's requirements. The University reserves the right to reject any filter at its sole discretion.

The undersigned, as bidder, declares that he/she having examined the specifications with related documents hereby proposes to furnish the equipment in accordance with the specifications, within the time set forth therein, and at the cost stated below.

All pricing should be completed in Schedule C Excel Sheet provided.

Comments/Restrictions:

Submitted by: _____

Signature: _____

Title/Date: _____

(Title)

(Date)

Phone: _____ **Email:** _____