

SOUTH DAKOTA STATE UNIVERSITY

Purchasing Office
1451 Stadium Road – Box 2201
Morrill Hall Room 304
Brookings, SD 57007

SOUTH DAKOTA STATE UNIVERSITY TRADEMARK LICENSING AND MARKETING SERVICES
PROPOSALS ARE DUE NO LATER THAN November 2, 2023, at 10:00 AM CDT

RFP #: SDSU10122023

Buyer: Karen Bravek

EMAIL: Karen.Bravek@sdstate.edu

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

South Dakota State University (hereafter referred to as SDSU) is soliciting proposals for the provision of services to the collegiate licensing program. The services required include license management, marketing, and trademark enforcement. These services will be coordinated and implemented jointly by the successful respondent, SDSU Office of Finance and Business and SDSU University Marketing and Communication.

BACKGROUND INFORMATION

A public, land-grant institution, SDSU was founded in 1881, authorized by the Dakota Territorial Legislature and is governed by the South Dakota Board of Regents. The SDSU Jackrabbits compete at the National Collegiate Athletic Association Division I level in all sports, including the Football Championship Subdivision. Jackrabbits' teams play in The Summit League, with the exception of football, wrestling and equestrian. SDSU is a member of the National Collegiate Equestrian Association, the Missouri Valley Football Conference and the Big XII Conference as an affiliate member for wrestling. SDSU's current student body consists of 11,505 students and has an alumni base of approximately 100,000.

The current marketing program was established in 2012. SDSU currently has approximately 182 licensed vendors and approximately 30 U.S. trademark and service mark registrations.

Total royalty income from the sale of products with university trademarks:

FY23 - \$738,925
FY22 - \$406,060
FY21 - \$250,293
FY20 - \$260,194
FY19 - \$301,465
FY18 - \$297,393
FY17 - \$296,784
FY16 - \$311,425
FY15 - \$264,795
FY14 - \$249,796

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SDSU Purchasing Office is the issuing office for this document and all subsequent addenda relating to it, on behalf of South Dakota State University, Office of Finance and Business. The reference number for the transaction is RFP #SDSU10122023. This number must be referred to in all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	October 12, 2023
Offeror Questions Due	October 19, 2023, by 3:00pm CDT
Responses to Offeror Questions	October 26, 2023, by 5:00pm CDT
Proposal Submission	November 2, 2023, by 10:00am CDT
Oral Presentations/discussions (if required)	November 8, 2023
Anticipated Award Decision/Contract Negotiation	November 22, 2023

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the SDSU Purchasing Office by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal, and emailed to South Dakota State University. Proposals that are not properly signed may be rejected.

All required files must be emailed to Karen Bravek, SDSU Purchasing Manager, at Karen.Bravek@sdsu.edu. The email must have a subject line which MUST include the appropriate RFP Number and Open Date.

Example:

REQUEST FOR PROPOSAL #SDSU10122023 Opening 11-2-2023

This information is the ONLY information that should appear in the Subject Line of your email. Any other information could cause your bid to be rejected.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to SDSU/State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by SDSU or the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its

principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Karen Bravek at Karen.Bravek@sdstate.edu with the subject line **"RFP #SDSU10122023 QUESTIONS"**.

The South Dakota State University Purchasing Office will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The term of the award shall be for three years, with SDSU having an option to renew for up to two additional years in one-year increments upon 90 days written notice. SDSU anticipates the contract shall commence on January 1, 2024.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

- 2.3** The Contractor will not use SDSU equipment, supplies or facilities. The Contractor will provide SDSU with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** Unless otherwise negotiated and agreed upon by the parties, SDSU/The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract. SDSU will not pay Contractor's expenses as a separate item.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, the South Dakota Board of Regents (SDBOR), SDSU, their officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, SDBOR, SDSU and their officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
- The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
- The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
- C. Business Automobile Liability Insurance:
- The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance:
- The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
- Before beginning work under this Agreement, Contractor shall furnish SDSU with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to SDSU and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by SDSU.
- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of SDSU, SDBOR or the State of South Dakota.
- 2.8** Contractor agrees to report to SDSU any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or SDSU to liability. Contractor shall report any such event to SDSU immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to SDSU and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to SDSU under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

- 2.9** This Agreement may be terminated by either party hereto upon ninety (90) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by SDSU at any time with or without notice. If termination for such a default is effected by SDSU, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to SDSU because of Contractor's default. Upon termination SDSU may take over the work and may award another party an agreement to complete the work under this Agreement. If after SDSU terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by SDSU. Termination for any of these reasons is not a default by SDSU nor does it give rise to a claim against SDSU.
- 2.11** This Agreement may not be assigned without the express prior written consent of SDSU. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of SDSU. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify SDSU, and to provide insurance coverage for the benefit of SDSU in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to SDSU by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of SDSU and will not be used in any way by the Contractor without the written consent of SDSU. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of SDSU.
- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees

that it will immediately notify SDSU if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the appropriate address and individuals indicated in the agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

Proposals must address the following areas:

The offeror must submit a proposal, which fully explains the services offered and how these services accomplish the University's goal. The University has designated one individual to be the central contact point.

Proposals should include, but are not limited to:

- Marketing Plans
- Information Systems
- License Management
- Trademark Enforcement
- Costs, fees, and revenue expectations
- Other services offered

Financial projections should be based on a general rate on clothing and gifts of a 12% royalty rate. SDSU would entertain suggested changes to the 12% rate based on like institutions and any additional revenue generated.

The offeror shall describe the proposed implementation plan and timelines, if awarded this contract based off the Anticipated Award Decision/Contract Negotiation date referenced in Section 1.3.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota/SDSU is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.3 The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.
- 4.4 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 **PROPOSAL RESPONSE FORMAT**

- 5.1 Interested offerors must email their complete document in a Word or PDF format to Karen Bravek, SDSU Purchasing Manager at Karen.Bravek@sdstate.edu, per section 1.4 – Submitting your Proposal. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
 - 5.2.3.4 Successful experience increasing trademark royalty income for institutions similar to SDSU. Please include successful efforts with achieving national presence.
 - 5.2.3.5 Proposed trademark licensing, marketing, and enforcement services to be provided. Include description of involvement required of the University and its personnel.

- 5.2.3.6 Description of electronic capabilities in regard to account information and general license management.
- 5.2.3.7 Description of opportunities offerors can offer for national exposure.
- 5.2.3.8 Description of any new, creative, and innovative approaches and /or services offered by the offerors, along with potential penetration or revenue expectations and any risk-sharing involvement. Explain how offeror would handle new marketing initiatives.
- 5.2.3.9 Describe your company's policy regarding sweatshops.
- 5.2.3.10 Costs, fees, or other types of compensation for service offered. Please be complete and specific. Please identify any investment to be made by your firm, whether in dollars, in-kind or through staffing. Please include revenue expectations and how they will be generated.
- 5.2.3.11 Implementation plan and schedule. Explain your transition plan including notifying existing and prospective licensees.
- 5.2.3.12 Include any standard reports or agreements, which would be required in any type of agreement, (for example: standard licensee agreement).
- 5.2.3.13 Identify and explain any other services or programs that licensees would be required to subscribe to.
- 5.2.3.14 Explain how the offeror proposes to handle promotion rights fees and co-branding opportunities.
- 5.2.3.15 Describe what, if any, liability you assume in the execution of the licensing services.
- 5.2.3.16 The offeror shall fully describe how they will coordinate the work of its employees with the University and indicate if performance of any services will be conducted on campus. Please specify, in detail, any University resources that are needed for implementation of any proposed services. It shall be agreed, if any University resources are needed for successful implementation of services and are not disclosed in the proposal nor in subsequent presentations or negotiations, the University will not be liable for the cost of those services.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

- 6.1.4 Availability to the project locale;
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Proposed project management techniques;
 - 6.1.7 Ability and proven history in handling special project constraints;
 - 6.1.8 Demonstrated successful marketing programs to increase royalty revenue;
 - 6.1.9 Ability to provide appropriate services with existing SDSU staff and coordinate services through a single point of contact;
 - 6.1.10 Scope of collegiate licensing conference and trade show representation;
 - 6.1.11 Costs/Fees/Compensation;
 - 6.1.12 Demonstrated attention to client's local retail market;
 - 6.1.13 Timely response and resolutions to inquiries and problems;
 - 6.1.14 Timely response to national events; and
 - 6.1.15 Plan to increase net revenue from royalties.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of the proposed personnel.
- 6.4** The University reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the University.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.