AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:50 a.m., Thursday, August 27, 2015**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Robert Shreve, Chair
Mr. John Condos, Vice Chair
Mr. John LeTard
Mr. Jimmy Long
Mr. Shawn Murphy
Mr. Mark Romero
Mr. Carl Shetler

A. Call to Order

B. Roll Call

C. Approval of Minutes of June 25, 2015 Facilities Planning Committee Meeting

D. Consent Agenda:

Board Agenda Item G.1.

Grambling State University’s request for approval to demolish the C.D. Henry Natatorium as part of the Intramural Center Renovation and Expansion Project.

Board Agenda Item G.2.

McNeese State University’s request for approval to enter into a facilities lease agreement with ELS Educational Services, Inc. for ELS to provide English as a Second Language program to international students.

Board Agenda Item G.3.

University of Louisiana at Lafayette’s request for approval to demolish the Cox Communications Athletic Center as part of the Athletic Master Plan.
Board Agenda Item G.4.

University of Louisiana at Monroe’s request for approval of a Request for Proposal for Lease of Space for the operation of the University Bookstore.

Board Agenda Item G.5.

University of New Orleans’ request for approval to sell the University of New Orleans’ TAC Building located on UNO’s East Campus at 6601 Franklin Avenue in New Orleans, Louisiana.

E. Discussion/Action Item:

Board Agenda Item G.6.

University of Louisiana System’s request for approval of the Fiscal Year 2016-17 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

F. Other Business

G. Adjournment
Consent Agenda
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 27, 2015

Item G.1. Grambling State University’s request for approval to demolish the C.D. Henry Natatorium as part of the Intramural Center Renovation and Expansion Project.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Natatorium to allow for the renovation and expansion of the Intramural Center.

The C.D. Henry Natatorium was originally constructed in 1958 and has served in the capacity of educational facility and aquatic center for the University. The building was condemned in 2007 and has been vacant since that time. A new natatorium will be incorporated into the layout of the self-generated project listed above which is scheduled for completion during the summer of 2017. Grambling State University has requested approval to demolish the natatorium based on the following justifications:

- The building currently sits within the footprint of the proposed new construction site.
- The existing structure is currently vacant and is a danger to existing and future students.

Please refer to the attached summary and photos describing and depicting this building.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request to demolish the C.D. Henry Natatorium as part of the Intramural Center Renovation and Expansion Project.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL TO DEMOLISH THE NATATORIUM

Grambling State University is requesting approval to demolish the Natatorium on the campus of Grambling State University as part of Project No.: 19-623-12-01, Part 01 – Intramural Center Renovation and Expansion – Grambling State University, Grambling, LA. We are requesting approval to demolish the natatorium in preparation for the start of construction on the above-referenced project based on the following justifications:

- The building currently sits within the footprint of the proposed new construction site (see Attachment 1A-B).

- The existing structure is currently vacant and is a danger to existing and future students (see Attachments 2A-D).

Grambling State University is dedicated to providing our students, faculty, staff, alumni and visitors with a safe and secure campus community.

Your favorable consideration of this request is appreciated.

Sincerely,

[Signature]

Willie D. Larkin, Ph.D.
President

WDL:jj
Item G.2.  McNeese State University’s request for approval to enter into a facilities lease agreement with ELS Educational Services, Inc. for ELS to provide English as a Second Language program to international students.

EXECUTIVE SUMMARY

McNeese State University is requesting approval to enter a five-year facilities lease agreement with ELS Educational Services, Inc., which will allow ELS to provide English as a Second Language services to international students who are not McNeese students. ELS was selected through a competitive process as required by ULS policy. The general terms of the agreement and lease are listed below:

- ELS will lease McNeese building space and conduct English as a Second Language program for international students. ELS administrative offices will be located at the Burton Business Center building and classes will be held in Burton Business Center and Farrar Hall. The lease term is for five years. Total leased space will be approximately 5,000 square feet.
- To compensate McNeese for the use of its facilities, after the first year, ELS will pay McNeese 6% of the ELS tuition charged to students per four-week session. ELS will pay McNeese 3% in the first year to allow for start-up costs.
- ELS will invest in improvements to the leased space, such as a wall to subdivide rooms, electrical and data improvements, new carpet, and painting.
- McNeese will provide maintenance and custodial services to the space.
- McNeese will provide telephone, email, and internet to ELS.
- McNeese will allow ELS students to participate in certain student activities, such as the infirmary and recreation complex, and ELS will compensate McNeese $60 per student per four-week session for use of these activities.
- McNeese will allow ELS students access to McNeese housing facilities and meal services with payment of appropriate fees.

Although ELS students will not initially be McNeese students, upon successful completion of the ELS program and upon meeting McNeese enrollment requirements, students will be allowed to matriculate to McNeese as students who will pay the normally expected tuition and fees.
RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval to enter into a facilities lease agreement with ELS Educational Services, Inc. for ELS to provide English as a Second Language program to international students.

**BE IT FURTHER RESOLVED,** that the President of the University of Louisiana System and/or President of McNeese State University are hereby designated and authorized to execute any and all documents necessary to execute said facilities lease.

**AND FURTHER,** that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
July 22, 2015

Dr. Sandra K. Woodley, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval to enter into a five-year facilities lease agreement with ELS Education Services, Inc. for ELS to conduct an English as a Second Language Program.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 27, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNeese State University -
ELS Educational Services, Inc. Agreement

AGREEMENT TO PROVIDE INTERNATIONAL STUDENT RECRUITMENT AND
ENGLISH LANGUAGE TRAINING SERVICES

Agreement ("Agreement") is made as of Date, by and between ELS Educational Services,
Inc. (d/b/a ELS Language Centers) ("ELS"), a Delaware corporation, and McNeese State
University (the "University").

RECITALS

WHEREAS, ELS is in the business of operating language centers for the teaching
of English as a Second Language to international students in cooperation with institutions
of higher learning in the United States; and

WHEREAS, ELS secures students (hereinafter referred to as "ELS students") for
enrollment in its language centers by solicitation and by referrals from agents, both in
the United States and in foreign countries; and

WHEREAS, ELS is in the business of international promotion of US institutions of
higher education, and the recruiting of international applicants to attend US colleges and
universities; and

WHEREAS, The University desires to engage the services of ELS to promote the
University's programs and recruit international students and desires to make facilities
available on the University's campus at which ELS will conduct an intensive English
language program under the name "ELS Language Centers" for ELS students; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set
forth herein, the parties hereto agree as follows:

Terms of agreement for operating an ELS Language Center on the campus of the
University

1. Appointment of ELS. The University hereby grants to ELS the exclusive
right to operate a center for intensive English instruction on the University
campus or at other University facilities, and to promote the University and
seek to recruit international students for the University as provided herein.

2. Instructional Program. ELS shall conduct an English as a Second Language
instructional program consisting of an Intensive English Program (30 class
hours per week) and a Semi-Intensive English Program (20 class hours per
week) (hereinafter referred to individually and collectively as the “Program”) for a period of four weeks (a "Session") to be conducted at the facilities provided by the University (the "Center"). Such instruction shall take place between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise agreed by ELS and the University. The Program shall be conducted in successive 4-week sessions throughout the year. ELS reserves the right to offer special classes after 5 p.m. as circumstances may require, or offer other forms of English as a Second Language programs.

3. University Facilities. The University shall provide the following facilities to ELS:

a) Adequate classroom facilities for up to 20 students per class so as to allow the Program to be conducted during the scheduled hours, with the exception of the language laboratory, which shall accommodate 40 students at one time; the number of classrooms required will vary by enrollment. ELS shall initially be provided with a basic classroom allocation of 5 (five) 20-seat classrooms in addition to the Language Technology Center. Classrooms are furnished with desks and whiteboard by the University. (Exhibit A: Floor Plans)

b) The University shall maintain and bear all costs associated with maintaining all classrooms used by ELS students according to standards applied to the University as a whole. All routine janitorial services shall be provided by the University at no additional charge. Janitorial services above and beyond routine janitorial services provided to the University shall be borne by ELS.

c) Sufficient office and other space to accommodate the Center Director, an Academic Director, an International Student Advisor, a Registrar, a secretary, a small reception area, a student lounge area, a staff lounge/work area, and storage areas, as well as such additional office space as may be agreed upon by the University and ELS from time to time. (Exhibit A: Floor Plans are attached hereto and incorporated herein by reference.)

d) To improve the University facilities, ELS agrees to make the investments described in Exhibit J, which is entitled ELS Physical Improvements at Burton business Center and Farrar Hall, for the renovation, construction and/or improvement of the facilities under its supervision (collectively, the "Investment"). The Investment will be made on a schedule as agreed by ELS and the University. ELS agrees that all improvements shall become part of the facility and shall become part of the structure and, therefore ownership shall be vested in the University. The University shall hold title to items funded by the Investment. The Investment shall be amortized on a straight line basis over a five (5) year period. If this agreement is
terminated by either party for any reason, the University shall reimburse ELS for the unamortized portion of the Investment.

e) Access to the University's e-mail and Internet network for ELS staff on the same basis as those services are provided to University's staff. Internet access shall be provided to ELS students on the same basis as Internet access is provided to University's students.

f) Local telephone access will be provided by the University to ELS at no additional cost. Long-distance and international telephone access will not be included, and ELS will provide an alternative method (i.e. calling cards, Skype, cell phones, etc.) for making all calls outside the local area.

g) Sufficient parking for ELS staff and ELS students on the same basis as parking is supplied to the University's staff and students, except that ELS staff and students shall not have access to the University student parking garage.

h) Access for ELS students to all student facilities for a Facility Fee of $60.00 per fulltime student per 4-week session, or pro-rata portion thereof, including, without limitation, the University's library, gymnasium, swimming pool, computer center, and other student recreational, social and health facilities, subject to reasonable restrictions of the University. ELS shall remit the University Facility Fees together with the payments to the University from ELS required by Section 7 hereof. The Facility Fee is subject to change in accordance fee changes adopted by the University. Written notice will be provided by the University to ELS at least 3 months prior to the adoption of a fee change.

i) Treatment and medical services for ELS students will be provided at the University's student health center in the same manner as for the University's students. The Facility Fee paid by ELS includes the cost for student health services provided to ELS students. In addition, each ELS student is required by ELS to either provide evidence of health insurance coverage to ELS or to purchase the health insurance policy provided by ELS.

j) When the agreed-upon initial ELS classroom and office space reaches capacity, additional space may be requested from the University. Remuneration for the additional space will be provided through the percentage rent, which is based on ELS enrollment. If following a reasonable determination that the University is not able to offer additional space and ELS is forced to find off-campus space for additional classrooms, then the University shall not be entitled to a percentage of the ELS tuition for language classes for those students utilizing off-campus classrooms.
k) The University shall offer a work space with telephone and internet connections for up to 3 ELS employees to use no less than 3 months prior to the opening date if the ELS facility is not yet available at that time. (Exhibit A: Floor Plans)

4. ELS Staff. ELS shall employ such staff as it may determine, in its sole judgment, is necessary to provide instruction and operate the Center. Such staff shall generally consist of a Center Director, an Academic Director, an International Student Advisor, a Registrar, teachers and other employees. ELS shall require all ELS employees to undergo background checks before employment by ELS.

5. Laboratories. ELS shall provide all required language laboratory equipment. All equipment and fixtures installed by ELS shall at all times remain the property of ELS. The University shall not be required to provide any maintenance or repair service to any equipment owned by ELS. If such equipment and fixtures are removed by ELS, ELS shall return the facilities to the condition existing at the time of installation, normal wear and tear excepted, at ELS’ sole cost and expense.

6. Room and Board. The University further agrees to provide room, and board, for ELS students at rates agreed upon by ELS and the University in May of each year for the following calendar year except as noted below. The university will guarantee to make a minimum of eighteen (18) beds available for ELS students.

All rates charged ELS students for room and board shall be substantially the same as those charged to other students of the University. Attached hereto and incorporated herein by reference as Exhibit B is the cost to ELS per occupied bed for University fiscal year 2015.

Meal service will be made available by the University to ELS students throughout the year including periods during which the University is not in session. Using its best professional judgment, the University may offer a limited variety of meal options and using a variety of dining venues, during times when the University is not in session. Meal offerings will be dependent upon circumstances, including, the estimated number of ELS meal consumers. The University meal offerings will be consistent with generally accepted practices for universities of similar size and geographic location in the circumstances.

The University will provide, as part of the room and board furnished to ELS students, staff to meet, check-in and orient incoming ELS students on each Sunday prior to the initiation of each four-week Session.
The University will clean each dormitory room immediately following departure of each ELS student, prior to the scheduled arrival of a new occupant. The cost of cleaning the room shall be included in the room and board charges.

All ELS students shall be required to comply with all rules and regulations of the University, including the rules for residing in residence facilities. Each student shall be provided with a copy of such rules and regulations upon arrival.

7. **Enrollment:** As soon as on-campus office and classroom space are made available for classes to begin and information required for registration documents has been received, ELS shall submit an electronic request to SEVIS for approval to enroll non-immigrant aliens. Upon being SEVP certified, ELS shall directly enroll all students seeking to study English as a Second Language on the University's campus and report all required information directly to SEVIS.

8. **ELS Student Payments.** The current 2016 fees payable to ELS by each ELS student are as follows:

   Tuition*: Intensive Course EAP $    TBD
   Tuition*: Semi-Intensive $    TBD

*Advertised tuition fees include an activities fee of $300 per session. The activity fee payments are **not** included in the calculation of tuition or fees payable to University.

ELS may increase the tuition it charges as and when it deems such increases are appropriate. The University will receive timely written notice from ELS of any such tuition increases.

9. **Payments to the University.** In consideration of the furnishing of facilities by the University to ELS pursuant to Section 3 hereof and the provision of other services provided by the University hereunder, ELS shall pay the University for each Session, within 30 calendar days after the conclusion of such Session, six percent (6%) of the gross tuition income received by ELS for that Session. Notwithstanding the immediately preceding sentence, during the first thirteen (13) Sessions of operation only, ELS shall pay the University for each Session, within 30 calendar days after the conclusion of such Session, three percent (3%) of the gross tuition income received by ELS for such Sessions.

For purposes of this Agreement, "gross tuition income" shall mean gross tuition paid to ELS less any Student Activity Fees, University Facility Fees,
adjustments to account for ELS students who do not complete their
Sessions and who receive a refund from ELS, and/or adjustments for any
promotional discounts or scholarships. ELS payments shall be accompanied
by a statement listing the number of ELS students enrolled in the Session,
the aggregate gross tuition income received by ELS, the applicable
deductions as set forth above, and the amount payable to the University.

ELS will collect all room and board fees directly from ELS students who
reside in the University residence halls. Within 30 calendar days after the
conclusion of each Session, ELS shall pay the University for room and
board, net of any adjustments for refunds due to the University for such
Session. Payment shall be accompanied by a listing of all ELS students
residing in the University residence halls that Session.

10. Testing. ELS shall also have the use of classrooms to conduct IELTS
testing on scheduled Saturdays, between the hours of 8 a.m. – 7 p.m. The
language lab dedicated to ELS use may be utilized for the purpose of
administering the iBT TOEFL test at any time, provided that the test is
administered during regular hours of building operation.

Terms of agreements for engaging the services of ELS for the purpose of
international promotion and recruitment:

11. Proof of English Proficiency:

a) The University agrees that completion of “ELS Level 112 Intensive
English for Academic Purposes” will be sufficient evidence of English
language proficiency to qualify ELS student applicants for admission to
the University for undergraduate and graduate studies.

b) The University further agrees that students who are required to furnish
evidence of their English language proficiency for full direct University
admission may only do so by presenting the certificate of completion of
ELS Level 112 Intensive English for Academic Purposes or by
presenting the TOEFL iBT or IELTS score required for admission as
published in the current University catalogue. No other tests or
standards of English proficiency shall be accepted by the University for
the admission of international students except those mandated or
recognized by the University of Louisiana System (ULS). Additionally,
the University reserves the right to accept the English proficiency
standards outlined in Exhibit D for Admission with the exclusion of the
Institutional TOEFL which will not be accepted after the execution of
this contract. Undergraduate ELS students will be required to take the
COMPASS (or SAT/ACT), both Math and English sections, prior to
matriculation for placement purposes only. Only the Math section of the
Compass will be used for placement purposes.
c) The University agrees to issue Conditional Letters of Admission (CLA) for qualified undergraduate and graduate candidates who meet the admission requirement of the University but who do not yet meet the University's English proficiency admission requirement at the time of application. Students who have been issued a CLA will be required to show English proficiency by successfully completing Level 112 Intensive English for Academic Purposes on the campus of McNeese State University for full admission. CLA's will be sent to the ELS University Admissions Services office in Princeton, NJ where each CLA will be logged into a tracking system and then sent to the student via international courier service at ELS expense.

d) If an ELS student on a University CLA decides to take a standardized test such as the TOEFL or IELTS and obtains the required score, that student must be required to re-apply for direct admission to the University because Conditional Admission will only allow completion of the ELS on campus.

e) The University agrees to attach hereto and make a part hereof as Exhibit C a list of graduate departments which will issue Conditional Letters of Admission (CLA) pending qualified students completion of ELS Level 112 Intensive English for Academic Purposes. GRE and/or GMAT scores will be required pre-matriculation and will be outlined in the student's CLA.

f) The University agrees to use the attached template attached hereto and made a part hereof as Exhibit E for the Conditional Letter of Admission (CLA) issued by the University to its applicants.

g) The University will not enter into agreements with third parties other than ELS to provide CLAs to candidates who enroll in intensive English programs nor will the University accept the completion of any intensive English program other than the Program as meeting the English proficiency requirement. All CLAs will note that ELS is the only recognized program of intensive English instruction accepted for admission at University.

h) The University agrees to accept the ELS University Partner Application form for all ELS CLA applicants to the University. Attached and incorporated herein by reference as Exhibit F is a copy of the ELS University Partner Application form.

i) The University will use its best efforts to process applications that are submitted in their completed entirety for enrollment from ELS students so that ELS will receive appropriate admission decision within 2 weeks.
ELS will maintain data on a password protected site for its authorized agents listing statistics on the average application processing time for both undergraduate and graduate applications for each of its university partners.

j) The University agrees it will not enroll any students who have received the Conditional Letter of Admission based upon ELS-recruitment until such time as said student has completed the enrolled course of study at ELS Language Centers or has departed the United States and re-entered on a new university-issued I-20, at which point the student is considered a direct admit applicant, and admission is not based on CLA. Such a student is still considered an ELS-recruited student with regards to Section 12b.

k) Students in ELS Levels 110 Intensive English for Academic Purposes and above, with the approval of ELS and the University, may be permitted to enroll in one or two courses offered by the University which meet after 4:00 p.m. These students will be solely responsible for the payment of the tuition and fees for such courses and will be considered visiting students for the purposes of such course enrollment.

12. **Recruitment resulting in University matriculations.**

   a) The University agrees to matriculate academically-qualified ELS students after they have successfully completed their ELS course work, and have fulfilled any other requirements outlined in their Conditional Letter of Admission.

   b) Commencing with the 2015-2016 academic year, the University shall pay ELS a one-time promotional allowance payment of $1,000, or 10% of the University annual tuition, whichever is less, for each ELS-recruited University matriculating student who has completed one regular full-time semester and is enrolled full-time in the next consecutive regular semester through the end of the University refund period. Tuition, for purposes of this calculation, is defined as annual tuition plus nonresident fee. A regular semester is defined as the fall, spring, or summer semesters and does not include intercessions. Payment will be made by University to ELS within 30 days of the end of University’s second semester refund period. ELS will receive no promotional allowance for matriculating students who have not remained enrolled full-time at McNeese through, at least, the end of the second semester refund period. ELS shall distribute the promotional allowance payments to the appropriate counseling agencies involved.

13. **Scholarships.** The University agrees to offer both merit-based scholarships and partial non-resident fee waivers to qualified international students
entering through ELS. Students who enter McNeese having been recruited through ELS will not be eligible to apply for non-resident fee waivers until having completed one full-year of successful university enrollment.

14. **American Education Center (AEC):** The University shall be eligible to become a member of the ELS AEC. AEC membership requires payment of an annual fee and includes special benefits. Attached hereto and made a part hereof as Exhibit H is a chart of the benefits of an AEC member.

15. **Best Efforts.** ELS and the University agree to actively promote the Program, and the University hereby agrees that ELS may distribute promotional brochures and other materials concerning the Program and may include in such materials the name of the University and its logotype. The University will provide ELS with photographs and other images upon request. Any ELS promotional materials which include the name and/or logotype of the University shall be subject to the prior approval of the University, which shall not be unreasonably withheld or delayed.

Attached hereto and made a part hereof as Exhibit G is a complete listing of the recruitment support services that will be provided to the University by ELS. The University agrees to verify information to be listed in ELS materials and websites. All requests for university information and verification shall be responded to by University within 7 days of written request so that the University information listed on all ELS promotional sites shall be accurate and up to date.

The University also acknowledges and agrees that ELS also may promote its programs and use the University name and/or logotype on the ELS websites, including [www.els.edu](http://www.els.edu) and on such other education portals as ELS may deem appropriate from time to time.

ELS agrees to cooperate with the University in designing and promoting special programs for international students for the mutual benefit of the University and ELS. The University further agrees to publicize the Program through such University publications as the University may deem appropriate, including admissions materials, college catalogs, and its website.

The University will state, as appropriate, in print, electronic, and other marketing venues directed to international students, that completion of the designated ELS level(s) will satisfy the University’s English language requirement for matriculation and full admission.

The University agrees to establish hyperlinks on the institution's website directing students who do not meet the University’s stated requirements for English proficiency to [www.els.com](http://www.els.com). The University also will establish
hyperlinks from participating graduate departments to www.els.com and to relevant pages of www.universityguideonline.org in order to facilitate student search of admission requirements and ELS Level requirements for admission to University and for graduate programs which will participate in international admissions.

16. Mutual Reporting. The University agrees to provide statistical data to ELS annually concerning international students enrolled each semester including nationality, source of enrollment, major and academic progress. Following the end of the Spring semester the ELS Recruitment and Placement office will send a request for information to the University’s designated office or department with and online template which the university will complete and return to ELS electronically within two weeks from the date of receipt.

The University also agrees to provide GPAs each semester for all ELS graduates who matriculated to the University. All student records will remain confidential and will be used to evaluate the effectiveness of the ELS curriculum. ELS will obtain FERPA waivers from students who are matriculating into programs of study at the University. These forms will be filed by ELS with the appropriate office of the University so that the University has these on file and will add ELS to the list of authorized recipients of said student's grade reports for the duration of study at the University.

Reciprocally, on a calendar year basis ELS agrees to give the University the results of its overall recruitment efforts as well as market specific knowledge and information. The consolidated report of students enrolled by ELS in programs of the University will be compiled into reports which will be distributed to a list of recipients in the University as required. This report will be presented to the Chancellor or President as part of this reporting process.

**General agreement of parties:**

17. **Relationship of Parties.** ELS and the University acknowledge and agree that ELS is an independent contractor and is not an agent, franchisee, partner or joint venturer of the University for any purpose, and ELS agrees to refrain from representing itself to be anything other than an independent contractor. ELS shall be responsible for deducting all federal, state and local income taxes FICA and/or other taxes or charges required to be deducted from ELS employees' compensation and for providing such employees with employee benefits. ELS agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall carry and pay for workers' compensation insurance, public liability insurance, property damage insurance and insurance for ELS' assets in such amount as ELS deems appropriate and such other insurance in such amounts and for such coverage as ELS and the University deem
reasonably necessary. Such policies may be carried by blanket policies of insurance. ELS recognizes that certain minimum levels of insurance are required by the State of Louisiana, and ELS agrees to provide the University with certificates of adequate insurance indicating this minimum coverage for this contract as provided in Exhibit I.

The University acknowledges and agrees that ELS is engaged in an independent business and the University shall have no right to direct or control in any way or to any degree the manner in which ELS conducts the Program. ELS understands that it is not authorized to and shall not make any agreement, contract or representation on behalf of the University or create any obligation, express or implied, on the part of the University.

ELS acknowledges and agrees that the University shall not have any obligation to insure ELS property. ELS further agrees that all charges for miscellaneous services (i.e., telephone, printing, bookstore) supplied to ELS shall be payable by ELS either directly to the supplier of such services or to the University.

18. Indemnification. ELS hereby agrees to indemnify and hold the University harmless from any and all claims, demands, liabilities, lawsuits or damages in any way arising out of or based upon the activities or omissions of ELS or any ELS student or employee under this Agreement, including without limitation claims for refund of ELS tuition and fees. The University hereby agrees to indemnify and hold ELS harmless from any and all claims, demands, liabilities, lawsuits or damages in way arising out of or based upon the activities or omissions of the University’s personnel or students.

19. Books and Records. ELS books and records concerning tuition income and enrollment of ELS students at the University will be made available to an authorized representative of the University at any time during normal business hours and upon reasonable notice to ELS. The University may audit such books and records no more than once every 12 months.

20. Proprietary Information. The University acknowledges that during the term of this Agreement the University will obtain information, records (paper and electronic), including data, code, pattern, formula, design, device, method or process, including but not limited to trade methods, procedures and operational and administrative expertise relating to ELS operations (hereinafter collectively referred to as "Proprietary Information") that are highly valued trade secrets of ELS. The University agrees to keep such Proprietary Information confidential at all times and not to divulge any such Proprietary Information to any third party or to use any Proprietary Information without the prior written consent of ELS, unless required by subpoena or order of a court of competent jurisdiction or governmental agency. In the event the University receives a subpoena or other judicial
process demanding disclosure of Proprietary Information, it shall immediately notify ELS and shall cooperate with ELS in any effort to prevent or limit disclosure that ELS and the University agree is warranted in the circumstances. Only information which is in the nature of legitimate proprietary trade secrets as set forth in Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations, such as non-published financial data, may be deemed Proprietary and Trade Secret Information under such Act, rules and regulations. Any material as a result of the agreement identified as such must be clearly marked as confidential and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations.

21. **Non-disclosure.** The terms of this Agreement are confidential and may not be disclosed to any third party; however, such terms are subject to and limited by the scope of Louisiana State Law. The University shall cooperate with ELS to restrict disclosure of terms of this Agreement solely to those employees of the University having a need to know such information in order to accomplish the purpose of this Agreement. The University agrees to advise each such employee, before giving access to the information, of the confidentiality of this Agreement and the obligation to maintain such confidentiality.

22. **Non-compete.** The University hereby agrees as long as this Agreement is in effect that it will not contract with any third party for the instruction of English as a Second Language in any University facility, or provide any for-credit or non-credit ESL instruction itself to F-1 students who have not fully matriculated. The University further agrees that while this Agreement is in effect it will not enter into any third party agreements which could substantially conflict with ELS recruitment of international students for the University. The University retains the right to offer ESL to non-F-1 students.

23. **Termination for Convenience.** This Agreement shall automatically renew annually, but for no more than five years, unless terminated by either the University or ELS, for any reason whatsoever, upon nine months' prior written notice to the other party. If the effective termination date occurs during the months of April through September, this Agreement shall terminate at the end of the Session that is in progress on September 1, and not prior to September 1. The obligations of the parties shall exist to the date of termination to the extent necessary to meet obligations to ELS students. This agreement shall terminate five years from the date of signature.

Notwithstanding the above, the University, in recognition of the considerable investment by ELS in promotion and staffing for the establishment of the Program, agrees it shall not give ELS notice to terminate this Agreement during the first three years of operation of the Program.
Termination for Cause. The University may terminate this Agreement for cause based upon the failure of ELS to comply with the terms and/or conditions of the agreement; provided that the University shall give the ELS written notice specifying the ELS’s failure. If within thirty (30) days after receipt of such notice, ELS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place ELS in default and the agreement shall terminate on the date specified in such notice. ELS may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this agreement; provided that ELS shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.

24. **Non-discrimination.** In its use or occupancy of the University facilities and the operations of the Program under the terms of this Agreement, ELS shall comply with all applicable state, federal and local non-discrimination laws and regulations.

25. **Ownership.** All records, reports, documents, or other material furnished to the University and related to this agreement and/or obtained or prepared by ELS in connection with the performance of the services agreed upon herein, excluding confidential or proprietary information of the ELS, **shall become the property of the University,** and shall, upon request, be returned by ELS to the University, at ELS’s expense, at termination or expiration of this agreement. This obligation to return materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of recipient’s information systems procedures, provided that recipient shall make no further use of such copies (other than to the extent necessary to comply with applicable legal and regulatory document retention requirements to which it is subject).

26. **Use of Agency’s Facilities.** Any property of the University furnished to ELS shall, unless otherwise provided herein, or approved by the State and/or University, be used only for the performance of the services of this Agreement.

ELS shall be responsible for any loss or damage to property of the State and/or University to the extent directly resulting from willful misconduct or negligent acts or omissions on the part of ELS or the negligent failure on the part of ELS to maintain and administer that property in accordance with sound management practices, except for normal wear and tear or loss or destruction due to fire or other casualty, to that in which it was
furnished to ELS. Upon the happening of loss, or destruction of, or
damage to property of the State, ELS shall notify the State thereof and
shall take all reasonable steps to protect that property from further
damage.

ELS shall surrender to the State and/or University all physical property of
the State and/or University prior to settlement upon completion,
termination, or cancellation of this Agreement. All reference to ELS under
this section shall include any of its employees or agents.

27. **Contract Controversies.** Any claim or controversy arising out of this
contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

28. **Non-assignability.** The parties shall not assign any interest in this
agreement by assignment, transfer, or novation, without prior written
consent of the other party.

29. **Code of Ethics.** ELS acknowledges that Chapter 15 of Title 42 of the
Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental
Ethics) applies to the Contracting Party in the performance of services
called for in this agreement. ELS agrees to immediately notify the
University if potential violations of the Code of Governmental Ethics arise
at any time during the term of this agreement.

30. **Auditors.** It is hereby agreed that the Legislative Auditor of the State of
Louisiana and/or the Office of the Governor, Division of Administration
auditors shall have the option of auditing all accounts of ELS which relate
to this contract.

31. **Fiscal Funding.** The continuation of this agreement is contingent upon the
appropriation of funds to fulfill the requirements of the agreement by the
legislature. If the legislature fails to appropriate sufficient monies to
provide for the continuation of the agreement or if such appropriation is
reduced by the veto of the Governor or by any means provided in the
appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to
prevent the total appropriation for the year from exceeding revenues for
that year, or for any other lawful purpose, and the effect of such reduction
is to provide insufficient monies for the continuation of the agreement, the
agreement shall terminate on the date of the beginning of the first fiscal
year for which funds are not appropriated.

32. **Discrimination Clause.** The University and ELS agree to abide by the
requirements of the following as applicable: Title VI and 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. University shall, at University's sole expense, comply with all requirements of Title III, Subpart D of the Americans with Disabilities Act to the extent applicable to the facilities to be utilized by ELS and ELS Students in accordance with this Agreement. Except for any facilities changes made by ELS not authorized by University and except for any furnishings and equipment exclusively provided by ELS, University agrees to reimburse and indemnify ELS for all cost, expenses, losses or liabilities ELS may incur because of any failure of such facilities to conform to Title III, Subpart D of the ADA and/or all regulations issued or to be issued thereunder.

The University and ELS agree 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, or disabilities.

Any act of discrimination committed by the parities, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

33. Miscellaneous.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

(b) If any of the provisions or portions thereof of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

(c) A waiver of any breach of any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision.

(d) This Agreement contains the entire understanding between the parties hereto concerning the subject matter hereof and may be amended only by the written agreement of the parties hereto.

(e) The section headings of this Agreement are for convenience of reference only and shall not be used to interpret this Agreement in any manner.
McNeese State University -
ELS Educational Services, Inc. Agreement

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

(g) Additional terms to be included in this Agreement, if any, shall be set forth on Exhibit "K" hereto, which is incorporated herein by this reference, and if no such additional terms are to be included, Exhibit "K" shall so state. (NONE)

(h) All notices or payments required to be given under this Agreement shall be deemed to be duly given by personally delivering such notices or payment or by mailing them by United States Certified or Registered Mail, postage prepaid, or by reputable delivery service addressed as follows:

If to the University: The Office of the President
McNeese State University
Box 93300
Lake Charles, Louisiana 70609

If to ELS Language Centers: The President and CEO
ELS Educational Services, Inc.
7 Roszel Road
Princeton, NJ 08540

With a copy to: Legal Department
ELS Educational Services, Inc.
7 Roszel Road
Princeton, NJ 08540

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ELS EDUCATIONAL SERVICES, INC.                              MCNEESE STATE UNIVERSITY

By: ____________________________                              By: ____________________________
Mark W. Harris
Title: President and CEO
Date: __________________________

Title: __________________________
Date: __________________________
McNeese State University -
ELS Educational Services, Inc. Agreement

ADDITIONAL TERMS
(Check One)

[ ] No additional terms to be included in this Agreement.

[X ] Additional terms of this Agreement are as follows: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, and Exhibit J.

Exhibit A: Floor Plans
Exhibit B: Cost to ELS per occupied bed
Exhibit C: List of Graduate Departments which will issue CLA’s
Exhibit D: McNeese Standards for English Proficiency
Exhibit E: Sample CLA Template
Exhibit F: ELS University Admission Application
Exhibit G: ELS Recruitment Support Services
Exhibit H: Benefits of an AEC Member
Exhibit I: Insurance Requirements
Exhibit J: ELS Physical Improvements at Burton Business Center and Farrar Hall
Agreement Between McNeese State University and ELS Educatonal Services, Inc.
ELS Meal and Housing Rates

EXHIBIT B

2015 STUDENT HOUSING RATES AND ELS EQUIVALENT RATES:

<table>
<thead>
<tr>
<th>New Housing:</th>
<th>University Students Actual Rates</th>
<th>ELS Students Equivalent 4 week Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monthly</td>
<td>Annually</td>
</tr>
<tr>
<td>6/2 Semi private</td>
<td>390</td>
<td>4,680</td>
</tr>
<tr>
<td>6/2 private</td>
<td>490</td>
<td>5,880</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Burton Dorm:</th>
<th>ELS Students Equivalent 4 week Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/2 Burton Dorm</td>
<td>582 Monthly: 6,984</td>
</tr>
</tbody>
</table>

*$2016 rates and beyond will increase at rates equivalent to University student increases. 2016 actual rates will not be finalized until approved by the ULS System Board of Supervisors in May 2015.

**Only assessed one time upon ELS student departure

PROPOSED AND ESTIMATED 2016 MEAL RATES:

<table>
<thead>
<tr>
<th>Proposed Meal Plans:</th>
<th>Special 2016 ELS Student Meal Plan Options***</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 Week (26 DAY)</td>
</tr>
<tr>
<td>5 meals per week plus $100 DB</td>
<td>$210</td>
</tr>
<tr>
<td>5 meals per week plus $150 DB</td>
<td>260</td>
</tr>
<tr>
<td>7 meals per week plus $100 DB</td>
<td>240</td>
</tr>
<tr>
<td>10 meals per week plus $100 DB</td>
<td>295</td>
</tr>
</tbody>
</table>

***2016 actual rates will not be finalized until approved by the ULS System Board of Supervisors in May 2015.
<table>
<thead>
<tr>
<th>Program</th>
<th>GPA</th>
<th>GRE</th>
<th>GMAT</th>
<th>Letters of RCMN (Y or N)</th>
<th>IELTS</th>
<th>TOEFL</th>
<th>Prequisites</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 MBA</td>
<td>2.50</td>
<td>286 Q+V</td>
<td>400</td>
<td>N</td>
<td>6.0</td>
<td>79</td>
<td>Foundation business sequence is required but will not prevent admission as courses will be offered during the first year if necessary.</td>
</tr>
<tr>
<td>2 Engineering</td>
<td>3.00</td>
<td>146 Q</td>
<td>-</td>
<td>N</td>
<td>6.5</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>3 Environmental Science</td>
<td>2.75</td>
<td>291 Q + V</td>
<td>-</td>
<td>Yes; 3</td>
<td>6.0</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>4 Chemistry</td>
<td>2.75</td>
<td>291 Q+V</td>
<td>-</td>
<td>Yes; 3</td>
<td>6.5</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>5 M.A.T</td>
<td>2.50</td>
<td>1100≥ (150 x undergraduate GPA + GRE [Verbal + Quantitative] score)</td>
<td>-</td>
<td>No</td>
<td>6.0</td>
<td>71</td>
<td>Pass Pre-Professional Skills Praxis Pass Content specific Praxis Bach Degree Complete Admission to Teacher Education Program MAT form (Students may complete PRAXIS prerequisites after the first semester of enrollment.)</td>
</tr>
<tr>
<td>6 Instructional Technology</td>
<td>-</td>
<td>1100 ≥ (150 X UG GPA + GRE [V + -]</td>
<td>-</td>
<td>No</td>
<td>6.0</td>
<td>71</td>
<td>Calculus Sequence, Linear Algebra together with 12 hours of Mathematical Sciences at the junior/senior level and adequate preparation as determined by the head of the department. To determine deficiencies, the applicant may be required to take a placement test. The results of the test would determine additional required undergraduate course work.</td>
</tr>
<tr>
<td>7 Mathematical Sciences</td>
<td>2.50</td>
<td>GRE formula: 450 ≥[5 x (Q GRE %) + 100 x (UG GPA)]</td>
<td>-</td>
<td>No</td>
<td>6.0</td>
<td>71</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT D:

Alternative Credentials Accepted
in Lieu of Currently Recognized Admissions and Placement Tests

The list below represents named standards or credentials that may be accepted in lieu of the current SAT/ACT/COMPASS requirements and in some instances the TOEFL/IELTS requirement.

<table>
<thead>
<tr>
<th>International Standard or Credential</th>
<th>Credential Explanation</th>
<th>Justification</th>
<th>Proposed action</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Baccalaureate</td>
<td>The International Baccalaureate Diploma Program (IBDP) is a two-year educational program primarily aimed at students aged 16–19. The program provides an internationally accepted qualification for entry into higher education, and is accepted by many universities worldwide.</td>
<td>The IB program is backed by research attesting to the quality of its curriculum. Many U.S. and international universities award college-level transfer credit for Higher Level IB marks (4 or 5). Highly ranked universities usually require a mark of 6 or 7 for transfer credit.</td>
<td>Accept IB marks of 4 or better in English and Math Subject tests in lieu of SAT/ACT/COMPASS. The English subject test should also be accepted in lieu of the TOEFL/IELTS. (Note: English is the medium of instruction and testing in the IB program).</td>
</tr>
<tr>
<td>Cambridge O-Levels/GCSE</td>
<td>O-Levels (Ordinary Level Examinations) are part of the General Certificate of Education in the British system. O-Levels have largely been replaced by General Certificate of Secondary Education (GCSE) and is the equivalent of a U.S. high school diploma.</td>
<td>Passing 5 O-Levels is generally recognized for university admission. A Pass grade in the English O-Level is often noted as a requirement for entry into schools where English is the majority language. A passing grade is C (50)</td>
<td>Accept a passing grade of 59 (C4) in English and Math Subject tests in lieu of SAT/ACT/COMPASS. The English subject test should also be accepted in lieu of the TOEFL/IELTS. (Note: English is the medium of instruction and testing in the Cambridge system).</td>
</tr>
<tr>
<td>Chinese Gao Kao (Math only)</td>
<td>The Gao Kao is a very rigorous higher education entrance examination in China. It is a pre-requisite for entrance into university studies in China.</td>
<td>This is a rigorous and highly competitive exit examination and is used to selectively place Chinese high school students in Chinese universities. In Australia, where ties with the Chinese educational system are strong, the Gao Kao can be accepted for direct admission. (Note: the Chinese government differentiates between Tier I and Tier II universities,</td>
<td>Accept Gao Kao scores of 493, which is the average of all Tier 1 lower cut off scores regardless of minority status, in conjunction with at least a B average in cumulative high school math grades in lieu of the math portion of SAT/ACT/COMPASS.</td>
</tr>
<tr>
<td><strong>EXHIBIT D:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>Kenyan KCSE</strong></td>
<td>The Kenyan Certificate of Secondary Education is a high school exit examination required for admission to Kenyan universities.</td>
<td>In Kenya, universities require a C+ pass in all subjects for admission.</td>
<td>Accept the English and Math subject tests with a grade of B- or better in lieu of SAT/ACT/COMPASS. The English subject test with a grade of B- or better could also be accepted in lieu of TOEFL/IELTS.</td>
</tr>
<tr>
<td><strong>Saudi Arabian GAT (Math only)</strong></td>
<td>The General Aptitude Test contains verbal and quantitative sections. GAT scores are used in conjunction with other criteria for admission to universities in Saudi Arabia. It is essentially a Saudi Arabian SAT equivalent.</td>
<td>In Saudi Arabia, university admission is based on a high school percentage and GAT scores. GAT scores must be 80% or better in order to qualify for SACM sponsorship. According to King Abdulaziz University, the GAT is comparable to the SAT. Per AACRO, the QIYAS was established as an independent entity to establish fairness and equity in higher education. The GAT is administered by QIYAS.</td>
<td>Accept a score of 65 in the quantitative section of the GAT in lieu of the math portion of SAT/ACT/COMPASS. Prop(Not: 65 is the stated average mark by QIYAS).</td>
</tr>
<tr>
<td><strong>ELS (English only)</strong></td>
<td>ELS is a highly reputable English language training center offering 12 levels of preparation. ELS is ACCET accredited.</td>
<td>ELS is a nationally and internationally recognized English language training company. Independent research has been conducted to show that their Level 112 is sufficient preparation for both graduate and undergraduate-level admissions.</td>
<td>Accept Level 112 in lieu of both the verbal portion of SAT/ACT/COMPASS as well as in lieu of the TOEFL/IELTS requirements (which we currently honor).</td>
</tr>
<tr>
<td><strong>TOEFL and IELTS (English only)</strong></td>
<td>The Test of English as a Foreign Language and the International English Testing System are both standardized tests of English language proficiency for non-native English language speakers wishing to enroll in U.S. universities.</td>
<td>Like the SAT and ACT, TOEFL and IELTS both consist of reading, writing, and vocabulary. In addition, the TOEFL and IELTS also have listening and speaking components.</td>
<td>Accept an iBT TOEFL score of 79 or an IELTS score of 6.0 in lieu of the verbal section of the SAT/ACT/COMPASS.</td>
</tr>
</tbody>
</table>
**EXHIBIT D:**

| Institutional TOEFL (English only) | Institutional TOEFL examinations are similar to ACT residual. Most institutional TOEFL scores are PBT, so there is no speaking section. | Many U.S. universities have campus-based intensive English training programs and offer an institutional TOEFL. Such institutional TOEFL scores are often PBT and can be sent directly from the ESL program. | Accept institutional TOEFL reports that are less than 6 months old and sent directly from the ESL program to McNeese. Regular TOEFL score requirements will apply. |
Exhibit E
CONDITIONAL LETTER OF ADMISSION Template

Date

Student Name
Student Street Address
City, State Zip

Dear Name,

Congratulations on your conditional admission to University name for the term including year. We are certain that your academic preparation will lead to your success and growth at University name. We are looking forward to your contributions to the cultural experience of all our students at the University.

Your admission is conditional pending proof of:
____ English proficiency (completion of ELS Language Center level 112 Intensive EAP on the campus of XXX)
____ GRE test score of ____
____ GMAT test score of ____

In order to successfully matriculate to University name, you must provide the following documentation:
• Proof of English proficiency through completion of ELS Level 112 Intensive EAP
• GRE/GMAT score
• Passport copy
• Transfer form – with SEVIS release date
• Health forms
• A current bank statement showing the appropriate funds (issuance within 6 months)
• GRE/GMAT Score
• Interview or Audition

Once again, congratulations on your conditional admission to University Name. If you have any questions or need assistance, please contact us at telephone number and email address. To become more familiar with our community, please visit our web site at (web address). We are looking forward to welcoming you to campus!

Sincerely,
Name
Title
University Admission Application Checklist

Please type (or print in black ink) all information. Send a complete package with the following original documents:

► In English, complete all items on the application form and the financial statement.
► In English, sign the application and financial statement forms where indicated. If you are under 18 years of age, your parent or guardian must also sign the application in English. All sealed envelopes must be labeled in English: identify the student, contents and issuer’s name.
► Include the following with your ELS University Admission Application:

☐ Current, official, certified Bank Statement issued within the last 6 months with bearer’s name in
English and balance in US currency. Account Holder’s Name: ________________________________

☐ If the account bearer is not the student, bearer must submit an Affidavit of Support.

☐ One official set of original, certified secondary school and/or university transcripts per University to which you are applying, translated into English and sealed by the issuing institution. ________ sealed transcript(s) enclosed.

☐ Additional set of official, certified transcripts if applying for transfer credits, translated into English and sealed by
the issuing institution. ________ additional sealed transcript(s) enclosed. NOTE: A university may require this third-party evaluation for
non-transfer students. Additional fee is required for third party transcript evaluation.

☐ One unsealed copy of all transcripts is required for University Admission Services processing. NOTE: If student’s GPA does not meet
university minimum, standardized test scores may be required at the time of application. If test scores are not available, more suitable
universities may be suggested.

☐ Statement of Purpose/Essay AND/OR ☐ Resume

☐ Official standardized test scores or proof of English proficiency, if applicable:
  ELS EAP Level ________ TOEFL® iBT ________ GMAT® ________ GRE® ________ SAT®/ACT® ________ Other ________

☐ ________ Letter(s) of Recommendation enclosed, if applicable; signed, sealed, and labeled in English with student’s
name and recommender’s name

☐ Copy of passport picture page

☐ One passport-size photograph per University. ________ enclosed.

☐ Additional documents as necessary (e.g. portfolio): ________________________________
Personal Information (must match passport)

<table>
<thead>
<tr>
<th>Last/Family Name(s)</th>
<th>First/Given Name(s)</th>
<th>Full Middle Name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Male</td>
<td>□ Female</td>
<td>□ Married</td>
</tr>
</tbody>
</table>

Student’s Permanent Street Address
City, Country
Postal Code

Telephone (country and city code) Fax E-mail

Date of Birth: mm/dd/yy Native Language

Country of Citizenship Passport Number City and Country of Birth

What type of visa do you currently hold? 

You plan to apply for what type of visa: □ I-20 □ F-1 □ J □ M

All visa holders living in the United States must provide a US mailing address:

Dependent Information (must match passport)

<table>
<thead>
<tr>
<th>Last/Family Name(s)</th>
<th>First/Given Name(s)</th>
<th>Full Middle Name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Male</td>
<td>□ Female</td>
<td>□ Married</td>
</tr>
</tbody>
</table>

Date of Birth: mm/dd/yy Native Language

Country of Citizenship Passport Number City and Country of Birth

If two or more dependents will accompany you, please provide this information on a separate sheet of paper.

Academic Information

Degree for which you are applying:

□ Associate (two-year) □ Bachelor’s (four-year) □ Master’s □ Doctorate □ Certificate program

Term you would like to begin studying for your degree: Year □ Fall □ Winter □ Spring □ Summer

Program of Study (Major) □ Area of Specialization □

If you have selected the universities to which you wish to apply, please list them in order of preference below.

1. 
2. 

If you have not yet selected a university, please identify your preferred location, for example California or West Coast.

1st Choice

2nd Choice

3rd Choice

If you are accepted to your first choice university, you plan to attend the following ELS Language Center in the USA:

City/State:Approximate date (month/day/year):
List all educational institutions you have attended. If there are periods of more than six (6) months between educational institutions, write an explanation for each period on a separate sheet of paper.

<table>
<thead>
<tr>
<th>TYPE OF INSTITUTION</th>
<th>NAME OF INSTITUTION</th>
<th>CITY/COUNTRY</th>
<th>DATES ATTENDED (MM/YY - MM/YY)</th>
<th>DIPLOMA/DEGREE RECEIVED</th>
<th>MAJOR</th>
<th>GRADE POINT AVERAGE (E.g., 3.0/4.0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade/Occupational School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>English Language School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Are you applying for transfer credit? □ Yes □ No

Have you applied to any US universities independently? □ Yes □ No (Duplication of applications will delay processing at a university.) If yes, please list the name of each university and the date of the application.

<table>
<thead>
<tr>
<th>UNIVERSITY (CITY/STATE)</th>
<th>DATE OF APPLICATION</th>
<th>ACCEPTED (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

▲ Test Information

Please list any standardized tests that you have taken or plan to take. Attach a copy of all test scores.

<table>
<thead>
<tr>
<th>TEST</th>
<th>DATE TAKEN/TO BE TAKEN</th>
<th>OVERALL SCORE</th>
<th>QUANTITATIVE</th>
<th>VERBAL</th>
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▲ Letters of Recommendation

Identify each person from whom you have requested a letter of recommendation.

<table>
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<tr>
<th>NAME (Last/Family Name, First/Given Name)</th>
<th>TITLE</th>
<th>NAME OF UNIVERSITY OR BUSINESS</th>
<th>EMAIL</th>
<th>MAILING ADDRESS</th>
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▲ Employment History

Please list your employment experiences. Use additional paper if necessary. Attach your resume.

<table>
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<tr>
<th>EMPLOYER</th>
<th>JOB TITLE</th>
<th>DATES EMPLOYED</th>
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<tbody>
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</table>

3
Other Required Information (must complete)

Have you ever been found responsible for a disciplinary violation at an educational institution you have attended during your secondary school years or later?  □ Yes  □ No

Have you ever been convicted of a misdemeanor, felony, or other crime?  □ Yes  □ No

If you answered yes to either or both questions, please attach a separate sheet of paper that gives the approximate date of each incident and explains the circumstances.

Personal Essay or Statement

Associate or Bachelor’s Degree

Aside from your grades and test scores, this essay will provide a more personal and insightful view of yourself. It will demonstrate your ability to organize your thoughts and communicate on paper in English. Write your essay on a separate sheet(s) of paper and submit it with this application. Write your full name and date of birth on each sheet. Do not include contact information here.

Write a 300 word essay in English on a topic of your choice or choose one from the list below. Please indicate your chosen topic by checking the appropriate box. Also, include a brief statement explaining why this is your university of choice.

- □ Evaluate a significant experience, achievement, risk you have taken, or ethical dilemma you have faced and how it impacted you.
- □ Discuss an issue of personal, local, national, or international concern and its importance to you.
- □ Indicate a person who has had a significant influence on you and describe that influence.
- □ Given your personal background, describe an experience that illustrates what you would bring to the diversity in a university community, or an encounter that demonstrates the importance of diversity to you.
- □ Topic of your choice (for example, “Why did you choose this particular program of study?”).

Graduate Degree

Write your essay on a separate sheet(s) of paper and submit it with this application. Write your full name and date of birth on each sheet. Do not include contact information here.

In a well-organized essay, incorporate your response to the following topics:

- □ What are your educational and career objectives?
- □ Why is this specific university a good fit for your educational and/or career goals? Describe your intended field of study and research topic in detail.
- □ Is there additional information that may be important in the evaluation of your application?

Additional Biographical Information

Full Name of Father or Guardian

Company/Employer ___________________________ Occupation/Title ___________________________

Highest level of education attained ___________________________ Degree from ___________________________ University

Full Name of Mother or Guardian

Company/Employer ___________________________ Occupation/Title ___________________________

Highest level of education attained ___________________________ Degree from ___________________________ University

Emergency Contact

Name ___________________________ Relationship ___________________________

Street Address ___________________________

City, State ___________________________ Country ___________________________ Postal Code ___________________________

Telephone (country and city code) ___________ Fax ___________ E-mail ___________
Applicant’s Name

► Financial Certification

Each application requires financial certification, IN ENGLISH, to include bearer’s name and balance in US currency. This means that you must provide proof that you will have sufficient funds to meet your living and tuition expenses, as well as the living expenses of family members who might travel with you on student-dependent (F-2) visas. Any ONE of the following is acceptable:

☐ A current official, certified personal bank statement or an original letter from your bank, issued within the last 6 months, OR

☐ A current official, certified bank statement issued within the last 6 months and signed Affidavit of Support if account is not in student’s name, stating responsibility for your expenses. This form must be signed by the person(s) whose name appears on the bank statement, OR

☐ A letter guaranteeing your financial support from your employer, OR

☐ An original scholarship letter from your government or other organization.

► ELS University Admission Services Financial Statement

I hereby certify that, exclusive of travel funds, I will have a minimum of $___________ in US currency available to me for each year (12 months) that I am studying at a university in the USA.

Applicant Name

☐ Mr.  ☐ Ms.  ☐ Mrs.

Last/Family Name(s)  First/Given Name(s)  Full/Middle Name(s)

These funds will be provided in the following manner (check and complete all that apply)

☐ Personal

Name of Bank  Amount

☐ Family or Sponsor

Name of Sponsor Relationship  Amount

☐ My Government

Name of Agency  Amount

I further certify that I can make the necessary arrangements to have these funds transferred to the United States of America

☐ Monthly  ☐ by Semester  ☐ Annually

We, the undersigned, realize we are fully responsible for the financial support of the applicant while he/she is studying in the USA, and we will be held accountable by the university for maintaining the terms of this statement.

Signature of Applicant (if self sponsored) in English  Date

Name and Signature of Sponsor in English  Date

Address of Sponsor

Sworn and subscribed before me this ______ day of ________, in the year ________

Signature and Seal of Notary
Applicant’s Name

Required Signature(s) in English

I hereby certify that all the information contained in this application is true and correct. I understand that ELS Educational Services and University Admission Services are relying on this certification to arrange my placement in an institution of higher learning in the USA.

I hereby authorize UAS to complete, sign, and submit on my behalf any and all documents and forms required to obtain acceptance to an institution of higher education and to receive direct notification of the results of said application.

Additionally, I give permission to institutions of higher learning to release any and all pertinent information regarding my application and acceptance to University Admission Services.

I understand that UAS and its affiliates have no liability to me whatsoever in connection with my enrollment in any institution of higher education, including but without limitation to, any claims for transportation, tuition, fees and living expenses.

X

Signature of Applicant

Date

Signature (in English) of Parent or Guardian if Applicant is under 18 years of age

Date

Please send to:

University Admission Services
ELS Educational Services
400 Alexander Park, Princeton, NJ 08540
T: +1.609.750.3506 • F: +1.609.750.3507
E-mail: UASInfo@els.edu • www.UniversityGuideOnline.org
EXHIBIT G

ELS INTERNATIONAL PATHWAY CENTER ON YOUR CAMPUS OFFERS YOU:

- University Guide – distributed worldwide, in 14 languages
- ELS Websites – extensive ecosystem in 20 languages, 70+ domains to maximize local presence
- ELS Market Planning Consultation – extensive network of expertise
- Printed brochures – 800,000 distributed annually worldwide – 20 languages
- Overseas Student Fairs – 400+ fairs reaching 440,000 students in 27 countries
- Certified Counselor Training and Testing – training and assessment tools to ensure counselors provide accurate information about your institution
- e-Bulletins/Newsletters – distributing news to 1,700 counseling offices in 93 countries
- ELS SuperService: Worldwide Counseling Tool – assists counselors in providing the latest up-to-date information to students while providing counselors your detailed admission requirements
- ELS-paid Merit Scholarships
- Certified counselor familiarization tours of your campus – financed and organized by ELS
- Localized publicity in key markets
- Leverage ELS’s long-standing relationships with foreign government scholarship programs (Undergrads and graduate scholars from Saudi Arabia, Turkey, Iraq, Libya, Kuwait, UAE and many other nations)
AEC Member Benefits

- ELS – AEC Recruitment Tours are the foundation of the AEC Member relationship. The tours provide Member institutions with an introduction to the ELS Counseling Agent Network in key AEC countries. Member Institutions receive one full travel grant to participate in an AEC Recruitment Tour of Asia in their first year of membership.

- Inclusion of Member campus in at least one ELS-authorized Counseling Agent familiarization tour of the U.S. during three-year membership, organized and sponsored by ELS and the AEC.

- Scheduling and coordination of ELS-authorized Counseling Agent training sessions in AEC countries.

- Access to AEC offices in China, Turkey and Vietnam
  - Facilities for presentations to prospective students and Counseling Agent training sessions
  - Venue for alumni gatherings

- Featured placement in the UniversityGuideOnline.org website.

- Representation at 100+ annual student fairs attended by AEC personnel. Dedicated representation available upon request.

- Assistance with in-country production of localized promotional materials.

- Inclusion in AEC-specific collateral materials, e-marketing and web-based promotion in-country.

- Assistance with in-country travel logistics at AEC negotiated rates.

- Arrangement of Consular meetings upon request in all AEC countries.
INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee’s operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

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.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage
   a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
   b. The Lessee’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Lessee’s insurance.
   c. The Lessee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from or in connection with the Lessee’s operation and use of the leased premises.
INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

3. All Coverages

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

b. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

c. Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with a A.M. Best’s rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the contract.

F. SUB-LEASES

If sub-leases are acceptable to the Agency, primary Lessee shall be responsible for verifying and maintaining the Certificates provided by each sub-lessee. Sub-lessees shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of sublessees’ Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Lessee is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Lessee, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the
INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Lessee, its owners, agents and employees. The parties further agree that Lessee is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Lessee hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Lessee agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Lessee, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Lessee as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or
Exhibit J - ELS Physical Improvements at Burton Business Center and Farrar Hall

Burton Business Center

Room 203:

1. Construct wall to divide room to create Language Technology Center – Rm. 203 (1146sf) and Teacher Work Room – Rm. 203A (436sf) per the drawings provided by ELS.

2. Relocate 20 data lines within new wall to supply Language Technology - Room 203 per drawings provided by ELS.

3. Install/relocate 5 -20 amp circuits to supply power for 20 computer stations (3.5 amps each) to be fed through newly constructed wall per the drawings provided by ELS. Remove floor receptacles to obtain the 5 circuits for redistribution per plan and patch floor.

4. Install three duplex receptacles in Rm. 203A side of new wall per the drawings provided by ELS.

5. All other electrical and data requirements shown for 203 and 203A can be supplied through existing infrastructure and require no modifications.

6. Modify light switching and occupancy sensors and switch for electrical drop down projector screen to Rm. 203 side due to the division of the room by new wall.

7. Remove two ceiling fans on Room 203A side due the proximity of the fans to the new wall per the drawings provided by ELS.

8. Relocate fire alarm strobe/horn on Teacher Work Room Rm. 203A due to the proximity of the device to the new wall.

Room 204 – No modifications required.

Room 211A – Reception – Paint and new carpet

Room 229

1. Paint and install new carpet

2. Install new data line per the drawings provided by ELS.

Room 230 - 232

1. Paint and install new carpet

2. All data and power per the existing layout will remain unchanged
Exhibit J - ELS Physical Improvements at Burton Business Center and Farrar Hall

Farrar Hall

**Room 301-303:** Relocate data line and power to new location within each room per the drawings provided by ELS. Existing locations are on opposite wall from preferred location shown on drawings provided by ELS.

**Room 311:** Relocate data line and power to new location within each room per the drawings provided by ELS. Existing locations are on opposite wall from preferred location shown on drawings provided by ELS.

**Estimated Cost Breakdown:**

- New wall to separate Rooms 203 and 203A: **$5,300.00**
- Electrical and Data for all areas shown on drawings provided by ELS (unless existing already in those locations): **$22,703.00**
- Painting in Rooms 211, 229-232: **$2,500.00**
- Carpet/vinyl cove base replacement in 211, 229-232: **$2,422.00**

**Total estimated cost $32,925.00**
No additional provisions for this agreement other than Exhibits A through J.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 27, 2015

Item G.3. University of Louisiana at Lafayette’s request for approval to demolish the Cox Communications Athletic Center as part of the Athletic Master Plan.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Cox Communications Athletic Center to allow for the continued enactment of the Athletic Master Plan.

The Cox Communications Athletic Center was originally constructed in 1971 and has served in the capacity of Athletic administration, training facilities and coaches’ offices since that time. A new Athletic Performance Center is scheduled to open its doors in 2015 and will make the Cox Center an obsolete facility.

Please refer to the attached summary and photos describing and depicting this building.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette’s request to demolish the Cox Communications Athletic Center as part of the Athletic Master Plan.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
July 23, 2015

Dr. Sandra Woodley  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

RE: Cox Communications Athletic Center (S05038) Building Demolition  
Site Code 4-28-020  
Senate District 23 - Page Cortez  
House District 44 - Vincent J. Pierre

Dear Dr. Woodley:

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are required to have a resolution of approval from our governing board. Please place this item on the agenda for consideration at the August 2015 meeting of the Board of Supervisors.

These facilities are being demolished to allow for the planned Tier 1 Athletic Master Plan implementation.

Should you have any further questions, please contact me or Bill Crist at (337) 482-2001.

Sincerely,

E. Joseph Savoie  
President

Attachments

C: Mark Moses  
   Jerry LeBlanc  
   Bill Crist
June 11, 2015

University of Louisiana at Lafayette

Request for Approval to Demolish Building

Building Name: Cox Communications Athletic Center
Senate District 23: Page Cortez
House District 44: Vincent Pierre
Site Code: 4-28-020
State ID No.: S05038
Year Built: 1971
Square Footage: 36,640

1. The facility must be removed to allow for the continuation of the Athletic Campus master plan.
2. Cost of demolition is estimated at $90,000.
Item G.4. University of Louisiana at Monroe’s request for approval of a Request for Proposal for Lease of Space for the operation of the University Bookstore.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe is requesting approval of a Request for Proposal (RFP) for Lease of Space for the operation of the University Bookstore. The purpose of this RFP is to solicit, from one sole provider, comprehensive, retail bookstore services including, but not limited to: retail and rental textbook services, course pack and related course-related materials, merchandise and apparel, school supplies, office supplies, stationery, personal items, gift items and digital electronics for sale to the ULM campus community. Another objective is to provide the University with not less than a $300,000 minimum annual guarantee plus associated commissions based on the percentage of gross revenues identified as to the percentage for each $500,000 increment over $3 million in gross sales. The minimum annual amount shall be viewed as guaranteed by provider.

The lease agreement is estimated to begin on September 1, 2015 and terminate, unless extended, on June 30, 2025. At the option of the University and acceptance by the provider, the lease may be extended in five additional 12-month increments as mutually agreed upon by both parties. In no event will the lease be extended by more than five-year increments or more than an aggregate total lease term of 99 consecutive years.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of a Request for Proposal for Lease of Space for the operation of the University Bookstore.

BE IT FURTHER RESOLVED, that the University of Louisiana at Monroe shall obtain final review and approval from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.
BE IT FURTHER RESOLVED, that the President of the University of Louisiana System and/or President of the University of Louisiana at Monroe is hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that the University of Louisiana at Monroe will provide the System Office with copies of all final executed documents for Board files.
July 21, 2015

Dr. Sandra Woodley, President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

I respectfully request approval of the University of Louisiana at Monroe’s Request for Proposal for Lease of Space for Operation of the University Bookstore on the ULM Campus at the August 27, 2015, Board of Supervisors meeting.

If I may be of further assistance, please let me know.

Sincerely,

Nick J. Bruno, Ph.D.
President
REQUEST FOR PROPOSAL
FOR
LEASE OF SPACE FOR
OPERATION OF
THE UNIVERSITY BOOKSTORE
ON THE ULM CAMPUS

ISSUING AGENCY:
UNIVERSITY OF LOUISIANA AT MONROE
PURCHASING OFFICE
700 UNIVERSITY AVENUE
COENEN HALL ROOM #140
MONROE, LOUISIANA 71209-2250

RFP COORDINATOR:
SUSIE CLAY
PROCUREMENT MANAGER 2
PHONE: (318) 342-5209
FAX: (318) 342-5218

RFP # 50006-075

PROPOSAL DEADLINE:
AUGUST 4, 2015 @ 2:00PM CST
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REQUEST FOR PROPOSAL
FOR
LEASE OF SPACE FOR
OPERATION OF
THE UNIVERSITY BOOKSTORE
ON THE ULM CAMPUS

1.1 Background
The primary purposes of The University of Louisiana at Monroe are instruction, research, creative activity, and service. Degree programs are offered by the Graduate School and the following three Colleges:

College of Arts, Education, and Sciences
College of Business and Social Sciences
College of Health and Pharmaceutical Sciences

The University opened for its first session as Ouachita Parish Junior College on September 28, 1931. Act 173 of the 1928 regular session of the state Legislature authorized parish school boards to create junior college districts and given the right to levy taxes. Under the leadership of Superintendent of Education T.O. Brown, the Ouachita Parish School Board began the process of developing plans for a junior college.

The depression years forced the School Board to turn to the State for financial support. In 1934, the Legislature authorized the operation of the college as Northeast Center of Louisiana State University. In 1939, the Legislature authorized the transfer of all the properties of the junior college district to Louisiana State University and its operation as Northeast Junior College.

In 1950, the Legislature approved the expansion of Northeast Junior College to a senior college granting academic degrees. The name of the institution was changed to Northeast Louisiana State College, and its control was transferred from the Louisiana State University Board of Supervisors to the State Board of Education.

Authorization was granted by the State Board of Education to award the master’s degree in education in 1961 and in other fields of study in 1963. The Board granted authority to award doctoral degrees in education and pharmacy in 1967. The Board approved the Doctor of Philosophy degree in the College of Pharmacy in 1998.

In 1970, the Legislature changed the name of the institution to Northeast Louisiana University, and the new Constitution adopted by the people of Louisiana in 1974 changed administration of the University from the State Board of Education to the Board of Trustees for State Colleges and Universities. In 1997,
the Board of Trustees changed to the Board of Supervisors for the University of Louisiana System, and in 1999, the name of the University was changed to The University of Louisiana at Monroe.

The University of Louisiana at Monroe has a current enrollment of approximately 8,600 students with a faculty and staff population approximating 1,100. The campus is located in the eastern part of Monroe, a city whose metropolitan area population exceeds 100,000. Beautiful Bayou DeSiard flows through the 238-acre, tree-shaded site.

The ULM campus is located in the northeast portion of the state of Louisiana. Monroe is approximately ninety miles east of Shreveport, ninety miles north of Alexandria and seventy miles west of Vicksburg, Mississippi. Monroe is readily accessible from all major metropolitan areas at the intersection of Interstate 20 and Highway 165 with United and Delta airlines providing daily service in and out of Monroe Regional Airport.

1.1.1 Purpose
The purpose of this request for proposals is to solicit, from one sole provider, comprehensive, retail bookstore services including, but not limited to: retail & rental textbook services, coursepack and related course-related materials, merchandise and apparel, school supplies, office supplies, stationery, personal items, gift items and digital electronics for sale to the ULM campus community. Additional sale items or additional bookstore retail, rental or wholesale functions may be requested and authorized in writing by the University. In providing the management of these services, the vendor will contribute to the environment of the University and play a role in the overall satisfaction of the University's students, faculty, staff, and visitors/general public. For specific, minimum goals for these services, see Part III. — Scope of Services.

The Lessee must operate the lease on University property and/or in building and/or facility designated by the University. The current single location of operations is as follows:

University Bookstore
Sandel Hall
Monroe, Louisiana

The Awardee will be expected to operate in a professional manner and provide the highest caliber of products and services to the ULM community.

1.1.2 Goals and Objectives
This RFP is issued to solicit proposals from qualified, experienced, financially sound and responsible organizations for the management and operation of the University Bookstore currently located in Sandel Hall on the ULM campus. General information concerning the University and the Bookstore and the Scope of Services required are provided in this RFP.

The primary goal of this solicitation is to enter into an agreement for the lease of space under LA. R.S. 17:3361(A), to a qualified Proposer for the operation of a modern, state-of-the-art bookstore located in Sandel Hall on the ULM campus. Another objective is to provide these services efficiently and economically to the University and its students. Another objective is to provide the University with not less than a $300,000 minimum annual guarantee plus associated commissions based on the percentage of gross revenues identified as to the percentage for each $500,000 increment over $3 million in gross sales. The minimum annual amount shall be viewed as guaranteed by Proposer.
1.2 Definitions

A. **Shall or Must or Will** – The term “shall” or “must” or “will” denotes mandatory requirements.

B. **May** – The term “may” denotes an advisory or permissible action.

C. **Should** – The term “should” denotes desirable.

D. **Proposer/Vendor** – Any person having a contract with a governmental body.

E. **University or ULM** – University of Louisiana at Monroe.

F. **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Time (CST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP mailed/ emailed to prospective proposers</td>
<td>June 29, 2015</td>
</tr>
<tr>
<td>2. Mandatory Pre-Proposal Conference</td>
<td>July 21, 2015, 10:00AM CST</td>
</tr>
<tr>
<td>3. Deadline to receive written inquiries</td>
<td>July 21, 2015, at 4:30PM CST</td>
</tr>
<tr>
<td>4. Deadline to answer written inquiries</td>
<td>July 24, 2015, at 4:30PM CST</td>
</tr>
<tr>
<td>5. Final 3-day Inquiry Period</td>
<td>July 29, 2015, at 4:30PM CST</td>
</tr>
<tr>
<td>6. Proposal Opening Date</td>
<td>August 4, 2015, at 2:00PM CST</td>
</tr>
<tr>
<td>7. Notice of Intent to Award to be mailed</td>
<td>August 11, 2015, (approximate)</td>
</tr>
<tr>
<td>8. Execute Lease</td>
<td>September 3, 2015 (approximate)</td>
</tr>
</tbody>
</table>

**NOTE:** The University reserves the right to deviate from these dates when in the best interest of the University.
1.4 Proposal Submittal

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

IMPORTANT - CLEARLY MARK OUTSIDE OF ENVELOPE, BOX OR PACKAGE WITH THE FOLLOWING INFORMATION AND FORMAT:

- Proposal Name: Lease of Space for the Operation of the University Bookstore on the ULM Campus
- Proposal Number: 50006-075
- Proposal Opening Date: August 4, 2015

Proposals must be delivered by hand or courier service to our physical location at:

University of Louisiana at Monroe
Purchasing Department
Coenen Hall, Room # 140
4014 LaSalle Street
Monroe, LA 71209

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Purchasing Office is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

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

A. Cover Letter: Containing summary of Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the University. By signing the letter and/or the proposal, the proposer certifies that they have the legal authority to bind their company. The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Louisiana Secretary of state; or

2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or

3. Other documents indicating authority which are acceptable to the University.
Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter shall:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, title, address, telephone number, fax number and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Table of Contents: Organized in the order cited in the format contained herein.

C. Proposal Elements as contained in Section 2.2.

D. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.

E. Project Schedule: Detailed schedule of implementation plan. This schedule shall include implementation actions, timelines, responsible parties, etc.

1.5.1 Number of Response Copies
Each Proposer shall submit one (1) signed original response and five (5) additional copies of the proposal with one (1) electronic copy in pdf format are also desired.

1.5.2 Legibility/Clarity
Response to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer’s response shall demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

Interpreting of the wording of this document shall be the responsibility of the University’s Purchasing Office, and that interpretation will be final. The University is not responsible for errors or misinterpretation made by the Proposer in responding to this document.

1.6 Confidentiality
Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-41 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Mandatory Pre-Proposal Conference
A Mandatory Pre-Proposal Conference will be held at 10:00 AM on July 21, 2015 at COENEN HALL, Room # 106. Prospective proposers must participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any company intending to submit a proposal shall have at least one duly authorized representative attend the Pre-proposal Conference.

University of Louisiana at Monroe
700 UNIVERSITY AVENUE
COENEN HALL ROOM #106
MONROE, LOUISIANA 71209-2250

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

1.7.2 Inquiry Periods
An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written questions relative thereto. Without exception, all questions MUST be in writing and received by the 4:30 PM CST on the Inquiry Deadline date set forth in the Schedule of Events (Section 1.3). Initial inquiries shall not be entertained thereafter.

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our customers. The University reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from University’s addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is faxed/mailed. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any University employee or University consultant. The University shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline
shall be considered by the University. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation shall be delivered by mail, express courier, e-mail, hand, or fax to:

University of Louisiana at Monroe  
Attention: Susie Clay  
Purchasing Office  
700 University Avenue  
Coenen Hall, Room # 140  
Monroe, LA 71209-2250  
E-Mail: clay@ulm.edu  
Phone: (318) 342-5209 / Fax: (318) 342-5218

1.8 Errors and Omissions in Proposal  
The University will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee  
A proposal guarantee will not be required.

1.10 Performance Bond  
The successful proposer shall be required to provide a performance (surety) bond in the amount of Two-Hundred Fifty Thousand dollars ($250,000.00 USD) to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the University. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract. Any surety bond(s) shall be written by a Surety or insurance company licensed to do business in the State of Louisiana and currently on the US Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the AM Best’s Key Rating Guide to write individual bonds up to ten percent of the policyholder’s surplus as shown in the AM Best’s Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

1.11 Changes, Addenda, Withdrawals  
The University reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal.
1.12 Withdrawal of Proposal
A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

1.13 Material in the RFP
Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the University pursuant to the RFP.

1.14 Waiver of Administrative Informalities
The University reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection
Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all proposals submitted or cancel this RFP if it is in the best interest of the University to do so.

1.16 Ownership of Proposal
All materials (proposal content only) submitted in response to this request become the property of the University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the University and not returned to proposers. Any copyrighted materials in the response are not transferred to the University.

1.17 Cost of Preparation
The University is not liable for any costs incurred by prospective Proposers or Proposers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the University.

1.18 Non-negotiable Contract Terms
Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims, or controversies.

1.19 Taxes
Any taxes, other than state and local sales and use taxes shall be assumed to be included within the Proposer’s cost.

1.20 Proposal Validity
All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the University reserves the right to reject a proposal if the Proposer’s response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.
1.21 Prime Proposer Responsibilities
The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The University shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Sub-Contractors Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. That prime Proposer shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into sub-Proposer arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Proposer acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Proposer to use Sub-Proposers, the University urges the prime Proposer to use Louisiana vendors, including Small and Emerging businesses, if practical. In all events, any Sub-Proposer used by the prime should be identified to the University Contract Manager.

Information required of the prime Proposer under the terms of the RFP, is also required for each Sub-Proposer and the Sub-Proposers must agree to be bound by the terms of the contract.

1.23 Written or Oral Discussions/Presentations
Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The oral presentation will be a part of the award process. Appointments will be made for contractor to present their proposal. The University reserves the right to enter into an Agreement without further discussion of the proposal 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 proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content
The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.25 Cancellation of RFP or Rejection of Proposals
Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the University to do so.

1.26 Evaluation and Selection
All responses received as a result of this RFP are subject to evaluation by the University Evaluation Committee for the purpose of selecting the Proposer with whom the University shall contract with.
To evaluate all proposals, a committee whose members have experience in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

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

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

1.27 Contract Negotiations
If for any reason the Proposer whose proposal is most responsive to the University’s needs, price and other evaluation factors set forth in the RFP considered, does not agree to execute the standard lease agreement (sample attached), that proposal shall be rejected and the University may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow financial alterations. The ULM Purchasing Office must approve the final lease agreement form and issue a letter of award, if applicable to complete the process.

1.28 Contract Award and Execution
The University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, and any addendums, the proposal of the selected proposer will become part of any contract initiated by the University.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the standard lease agreement (sample attached) and submit with their proposal with any exceptions or exact contract deviations that their company wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 calendar days or if the selected Proposer fails to sign the contract within twenty-one calendar (21) days of delivery of the contract, the University may elect to cancel the award and award the contract to the next-higher-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the University with the highest points, as outlined in Part III.

The University intends to award to a single Proposer.

1.29 Notice of Intent to Award
Upon review and approval of the evaluation committee’s recommendation for award, the Purchasing Office will issue a Notice of Intent to Award letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of
Events. If this date is not met, through no fault of the University, the University may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

The Purchasing Office will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

1.30 Debriefings
Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by scheduling an appointment with the Purchasing Office. Contact may be made by phone at (318) 342-5209 or E-mail to clay@ulm.edu.

1.31 Insurance Requirements
Successful proposer shall furnish the University with certificates of insurance affecting coverage(s) required by the RFP (see Appendix “B”). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the University before work commences. The University reserves the right to require complete certified copies of all required policies, at any time.

1.32 Sub-Contractor Insurance
The Contractor shall include all Sub-Contractor as insured’s under its policies or shall insure that all Sub-Contractor satisfy the same insurance requirements stated herein for the Contractor.

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

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

Contractor will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State and University shall require.
The University may, in addition to other remedies available to them at law or equity and upon notice to the Proposer may proceed against the Performance and Payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.34 Payment Terms
Payments due to the University each month must be remitted on, or prior to, the first of that month. Checks are to be made payable to University of Louisiana at Monroe and sent to:

Executive Director
Auxiliary Enterprises
700 University Avenue
Strauss Hall # 255
Monroe, LA 71209

Annual lease payments to the University shall be paid in twelve equal monthly installments and due beginning on the effective date of the contract and on the first day of each month thereafter in the amount of one-twelfth (1/12) of the annual lease payment of that year.

Any other payments to be paid to the University by the Contractor, depending on the negotiated and mutually agreed upon terms of both parties, shall be paid no later than thirty (30) days after the last day of each month.

Any assessed fees by the successful Contractor, depending on the negotiated and mutually agreed upon terms of both parties, may be used to offset the gross payments due ULM.

1.35 Termination

1.35.1 Termination of this Agreement for Cause
The University may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the University shall give the Contractor written notice specifying the Contractor’s failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.

1.35.2 Termination of this Agreement for Convenience
The University may terminate this Agreement at any time by giving one hundred eighty (180) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.
1.36 Assignment
Assignment of contract requires the advanced written approval of the University.

1.37 Guarantee of Quantities/Inventory Stability
As the University’s Officially Licensed Bookstore, the Successful Contractor shall ensure adequate textbook and course-related materials inventory is available for all students seeking to purchase retail books in the store or online throughout the calendar year. Should stock-outs occur, Successful Contractor will make available special order services for students seeking to purchase books at no additional cost to students. Contractor will bear the cost of additional freight, express shipping or other charges; pass-along charges will not be allowed. Recurring stock-outs and shortages due to inadequate buyback, inadequate want-listing, insufficient order quantities, order or shipping delays, etc., will be subject to a penalty of 50% of the list price per item, payable to ULM Auxiliary Enterprise Administration no later than 30 days from the date the stock-out is identified and confirmed. Confirmation or declination of penalty charges will require Contractor to provide documentation illustrating: quantity on hand, buyback quantity, order quantity, order and shipping dates, and other information as requested by the University or deemed necessary by the Contractor.

1.38 Audit of Records
The State legislative auditor, federal auditors and internal auditors of ULM, or others so designated by the University, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of the last payment made under this contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose. G.A.S.B. accounting standards will be used in any audit that is performed.

1.39 Civil Rights Compliance

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention
The Contractor shall maintain all records in relation to this contract for a period of five (5) years from the date of the last payment made under this contract.

1.41 Record Ownership
All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Contractor to University, at Contractor’s expense, at termination or expiration of this contract.
1.42 Content of Contract/Order of Precedence
In the event of an inconsistency between the contract, the RFP and/or the Contractor’s Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor’s Proposal.

1.43 Contract Changes
No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Executive Vice President, the Director of Auxiliary Enterprise Administration or designee.

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

1.44 Replacement of Personnel
The University intends to include in any contract resulting from this RFP the following condition:

All personnel shall conduct themselves in a professional manner that will not be offensive to University students, employees, and visitors. University will have the right to request replacement or removal of any personnel for conduct which is determined not to be in the best interest of the University.

1.45 Governing Law
This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial Court, parish of East Baton Rouge, State of Louisiana.

1.46 Claims or Controversies
Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.47 Veteran and Hudson Initiatives
Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet’s and SE’s respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson
and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship Sub-Proposer(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Proposer will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship Sub-Proposer or distributor participation and the dollar amount of each.


PART II. – PROPOSAL SUMMARY, OVERVIEW AND PROPOSER QUALIFICATIONS

2.1 PROPOSAL SUMMARY AND OVERVIEW
The Proposer’s Summary and Overview should condense and highlight the contents of the technical proposal so as to provide the review committee with a broad understanding of the Offer’s proposal. The Proposer’s Summary and Overview shall include the following:

1. Proposer’s experience and history;
2. Information related to the Proposer’s company name, corporate officers, national and regional offices;
3. Information related to the Proposer’s experience in college and university bookstore operations;
4. Information related to Proposer’s size and financial stability;
5. Synopsis of the proposal and Proposer’s ability to meet the requirements of the RFP.

2.2 PROPOSER QUALIFICATIONS CRITERIA
The purpose of the Proposer Qualifications section is to determine the ability of the Proposer to respond to this Request for Proposal. Proposers must describe and offer evidence of their ability to meet each of the following qualifications:

1. Provide information on Proposer’s experience managing bookstore operations at institutions of higher education;
2. Provide a list of institutions and their gross sales, with the name, title and phone numbers of the contract administrator of each university bookstore managed by Proposer;
3. Proposer must include gross sales for its top ten institutions;
4. Describe Proposer’s company operations, including locations, hours of operation, number of staff, etc. at comparable institutions of higher education;
5. Provide a brief company history, e.g., years in business, growth via mergers and acquisitions, key industry innovations, as well as provide an overview of Proposer company’s growth over the past five years;
6. Provide a brief biography of top company management.
7. Provide a list of all institutions where service has been discontinued during the last five (5) years, including the reason for discontinuance and the name and telephone number of the liaison person at those institutions;
   a) If the Proposer has had a contract terminated for any reason in the last five (5) years, describe such incident(s). Submit full details for the termination, including the other parties’ name, address, and phone number. Present the Proposer’s position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.
   b) If the Proposer has experienced no such termination for default in the past five (5) years, so indicate.
8. Provide a list of business owners whose ownership exceeds 5% of the company’s value;
9. Describe the qualities that differentiate Proposer company from Proposer’s competitors;
10. Indicate if Proposer’s company is for sale or is involved in any transaction to expand or to become acquired by another business entity. If yes, explain the expected impact, both in organizational and directional terms.
11. Proposer must provide certified, audited financial statements including a full set of notes as follows:
   a) Include at a minimum, income statements, balance sheets, and statements of changes in financial position and cash flows for the past three (3) years. If three (3) years financial statements are not available, this information shall be provided to the fullest extent possible and the reasons why they are not available.
   b) For a privately held company, when certified financial statements are not prepared; a written statement from the company’s certified public accountant, stating the financial condition, debt-to-asset ratio for the past three (3) years as well as any pending actions.
   c) Proposer shall not have any outstanding liens against them or have any unresolved or outstanding judgments, legal proceedings or ongoing legal cases pending which would implicate or otherwise negatively affect the financial viability of the Proposer company.

PART III. – SCOPE OF WORK/SERVICES OFFERED

3.1 Lease/Lease Term
The lease agreement is estimated to begin on September 1, 2015 and terminate unless extended on June 30, 2025. At the option of the University and acceptance by the Contractor, the lease may be extended in five (5) additional twelve (12) month increments as mutually agreed upon by both parties. In no event will the lease be extended by more than five (5) year increments or more than an aggregate total lease term of ninety-nine (99) consecutive years.

3.2 Transition of Contractor
Contractor will work diligently and in good faith with the University to ensure a smooth and timely transition process from a preceding management Contract to a succeeding management Contractor.

3.3 Sub-Contracts & Third Party User of Space
The University maintains certain other lease of space agreements with other Contractors. As such, the space identified in this RFP may not be sub-contracted or sub-leased to other parties without the
written permission of appropriate University personnel. This includes but is not limited to cash dispensing machines (ATMs) and self-service kiosks. A pass-through fee or commission will be negotiated in any sublease for the use of space on the ULM campus.

3.4 Facilities

3.4.1 Appearance of Bookstore & Other Locations Dedicated to Bookstore Operations
If, at any time during the term of this contract and based on the judgment of the University's Executive Director of Auxiliary Enterprises or designee, the appearance of the Bookstore, Stadium Collection at Malone Stadium or retail locations at Fant-Ewing Coliseum, the trailers or elsewhere, deteriorate to the point that notice of such deterioration warrants written notice from the University (e.g., fixtures, furnishings, carpeting, floors, windows, wall treatments, signage, inventory, etc.), Contractor will repair or replace such deteriorated items within two business days. Contractor shall provide upkeep of the Bookstore and other locations including a high level of daily cleaning of floors, walls, fixtures, furniture, windows and equipment, and other janitorial, custodial and routine maintenance as necessary to keep the store, trailers, and other retail areas showcase ready and within the highest standards of professional appearance.

3.4.2 Custodial Services & Maintenance
The successful Contractor will be responsible for the day-to-day cleaning and trash disposal for the interior(s) of the bookstore(s). The Contractor will be responsible for maintaining a facility in a condition that provides an attractive, comfortable environment that is conducive to shopping. Contractor will be responsible for the public and common space areas outside and adjacent to the bookstore proper, inclusive of parking lots and parking spaces. The University’s Physical Plant will be given first right of refusal for building maintenance. The University will provide maintenance for all roof, plumbing and HVAC related issues.

3.4.3 Routine Maintenance & Inspection Schedules
The University takes pride in the care and maintenance of its facilities, and expects the Contractor to diligently maintain their areas to the highest standards of excellence. The Executive Director of Auxiliary Enterprise Administration or designee may perform routine inspections of the Bookstore, with or without notice. The Contractor shall provide complete assurance that the venue is kept in appropriate care and cleanliness. In August of each contract year, a complete walk through of the facility will be conducted by the Executive Vice President and Executive Director of Auxiliary Enterprise Administration or their designees, in conjunction with Bookstore management, to inspect for any significant maintenance, refurbishment, undue wear and tear, or other significant visual distractions which may shed a negative light on the image of the University. Decisions on areas needing attention or repair will not be made arbitrarily or capriciously and are intended to maintain a positive image for both the University and the successful Contractor. This will include infrastructure, carpeting, wall finishes, entrances, lounge areas, service areas, and visual appearance of the facility, but will not necessarily be limited to these areas. The successful Contractor will, as expeditiously as possible, make changes to correct any deficiencies identified during the walk-through assessment.

3.4.4 Pest Extermination
All pest control and extermination will be performed by the Contractor at its expense. The University will maintain regular extermination schedules for exteriors and areas proximate to the Bookstore proper.
3.4.5 Leased Space, Furniture & Fixtures
Space for the Bookstore will be in Sandel Hall. The location is approximately 10,900 square feet of floor space. The University is interested in a Contractor who seeks to present a Bookstore which is considered exceptional in physical appearance and comfort for our clientele as well as one which provides an exceptional customer service experience. In keeping with the demand for an upscale bookstore, the University desires a Contractor who will make continuously make improvements which pay attention to areas for leisure seating, aesthetically pleasing transition areas, artistic/historic displays and expanded gifts, souvenirs, soft goods and periodicals. Attention should also be paid to a comfortable building environment with advanced, state-of-the-art, user-friendly technology systems including, POS, textbook requisitioning, financial and book order reporting systems. The University believes that the more visual interest which can be represented with the Bookstore, the greater the retail vitality which will evolve.

The University desires a Contractor who will maximize the use of available space for retail offerings. While recognizing the essential functions of providing textbooks and course material for students, faculty, staff and community, the University realizes that this function may be limited in duration, therefore the University will look for a Contractor who will be flexible and creative in the use of space, looking to transition textbook areas to other uses after rush periods, and demonstrating an exciting, responsive and high-energy approach to retail trades. The Bookstore must stimulate the intellectual curiosity and interest as well as deliver superior product lines. Entrances, merchandise and apparel displays, supplies sections, check-outs, and exits should be attractive and exciting to magnetically draw people into the Bookstore.

Any investment in facilities, furniture, fixtures, equipment, and leasehold improvements made by Contractor under the terms of this agreement shall be made solely at the Contractor’s expense. The Contractor shall take full title to any movable furniture, fixtures, equipment, and leasehold improvements.

Contractor shall submit proposed floor plan for the space to make maximum use of space available. Contractors should submit creative approaches to facilitate the efficient use of space such as J-I-T and rapid inventory rotation and utilization of moveable fixtures to transport inventory to different areas of the store at appropriate times of the year.

3.4.6 Location
Upon mutual agreement, The Lease agreement may be amended to add or delete certain parts of the leased space from the Lease. In the event that the parties agree to amend the definition of leased space to add or delete areas from the leased space, any contract adjustments necessary to accommodate such addition or deletion of any part of leased space shall be evaluated and agreed upon by the Contractor and the University. All additions and deletions to the leased space shall be effected by addendum to the Lease agreement and shall be approved on behalf of the University by the Executive Vice President, the Director of Auxiliary Enterprise Administration or his designee.

Additional space could be made available to Contractor in addition to the aforementioned leased premises. When located on campus, the University will deliver utilities, air conditioning, certain telecommunication services, certain security services, and such other services as may be mutually agreed upon and where practical and applicable, to the additional space. Where applicable, the Contractor shall pay University, as “Additional Rent” due under this Lease, all costs of operation and maintenance attributable to the additional space in order to fairly and accurately cover the costs of operation and maintenance thereof. No later than February 1 during each year of this Lease, University
shall meet with Contractor, review cost of Lessor Services and provide Contractor with the amount of Additional Rent for Lessor Services applicable to the next 12-month accounting year of the contract.

Additional Rent for such Lessor Services provided by University hereunder shall be invoiced by University to Contractor on the basis of One-Twelfth (1/12) of the annual amount and paid by Contractor within thirty (30) days of invoicing by University. Contractor will not be charged for Lessor Services at a rate greater than that charged to University auxiliaries. The University will make reasonable effort to provide continuous provision of Lessor Services and to restore Services following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption of failure of any such Service.

3.4.7 Temporary Retail Locations
At the University's request, the Contractor will be expected to provide merchandise for sale in other locations on or off campus in connection with special University events, subject to University approval in advance. Such events may include but are not limited to: summer orientation, student move-in prior to the fall semester, advising conferences, commencements and university convocations, guest lectures, symposia, exhibitions, concerts and theatrical performance attractions, athletic sporting events and similar occasions which occur throughout the calendar year. From time to time, various student groups or university departments may request special sales and donations. Such sales are not expected to materially impact bookstore sales and shall be allowed under this contract. The Contractor may not compete against other University merchandising agreements at special University events that may be in place now or in the future.

3.4.8 Facility Improvement: Renovations, Remodeling, Related Equipment & Furnishings.
The Contractor shall provide a schedule of investments for the improvement of the bookstore facilities under its supervision during the initial ten (10) year lease. All proposed facility improvement investments must be agreed upon and approved in writing by the University. All improvements made by the Contractor through these investments will become part of the facility and shall become part of the structure and therefore, ownership shall transfer to the University at the completion or termination of the lease. Capital improvements for periods of lease extensions will be negotiated between the parties and must be approved by the Board in conjunction with the extension. At the end of ten (10) year lease agreement, all remaining investment capital shall be payable to the University.

3.4.9 Expenditures Documented
All of Contractor's investment expenditures must be documented in summary form supported by copies of paid Contractor/vendor invoices indicating work performed at ULM.

3.4.10 Security
The Contractor shall collaborate with the appropriate University personnel concerning questions of discipline, enforcement of policies, regulations, and the internal security and theft control in the bookstore. The Contractor will cooperate and consult with University of Louisiana at Monroe Police Department and the Dean of Students or designee during any criminal investigation and prior to any prosecution involving a University student. The Contractor will cooperate and consult with University of Louisiana at Monroe Human Resources Director and the Executive Director of Auxiliary Enterprise Administration or designee during any criminal investigation and prior to any prosecution involving a University staff member. The Contractor shall notify the appropriate University personnel immediately in the event of any emergency, including but not limited to fire or fire alarms, police reports, or any
event, which infringes on the rights, comfort or real or perceived safety of others in the Bookstore or the University.

The Contractor shall control all distribution of keys to the Bookstore premises except keys shall be made available to the University maintenance and security, for such admission of authorized University maintenance and security personnel as may be necessary to monitor or inspect alarms, to provide for building and property security, and to provide emergency utility, systems and networking services. It is understood that any such entry on the Bookstore premises without prior knowledge of the Contractor’s representative shall be in emergency situations only and that each occasion, University personnel shall make best efforts to report such situations to the Contractor in advance when possible. The Contractor shall provide the University a list of Contractor personnel issued keys to the premises, including addresses and telephone numbers. The University will provide effective and prompt support to the Contractor in its efforts to assure the security of its premises and inventory. If the Contractor feels the measures taken by the University for the resolution of any security problem are insufficient, the Contractor shall have the right to present its views and recommendations to the Executive Director of Auxiliary Enterprise Administration or the Executive Vice President.

3.4.11 Bookstore Name
The bookstore shall continue to use the existing name, University Bookstore, during the term of this contract. Only on advance, written notice to the University and by mutual agreement will the Contractor utilize its company name or corporate trade name or logo in affiliation with the University Bookstore including, but not limited to signage, materials, advertising, messaging or Websites.

3.4.12 Signage
Contractor shall provide professionally-designed and produced signage at entrances to the Bookstore identifying the hours of operation. Signage will be complete, accurate, and attractive. Desktop-published and hand-made signage should be produced and posted minimally and replaced with professionally-produced signage in as short a time as possible. No desktop-produced or hand-made signs will be used on a permanent basis. Exterior signs must be approved by the University in advance. Signage must be professional in appearance and manner of production and if permanent or semi-permanent, approved by the Executive Vice President, the Director of Auxiliary Enterprise Administration or designee. All signage must be compliant with University standards.

3.5 Scope of Services

3.5.1 Textbooks & Related Course Materials
Contractor shall work with the University representative(s) to obtain a list of all textbooks and supplemental course materials required for classes and shall arrange for sufficient stocking of books and materials. Contractor shall make available for sale all textbooks and required course materials one week prior to the start classes each semester, Maymester and summer and winter sessions; Contractor shall continue to make such materials available throughout the semester. Contractor shall notify faculty in writing if and when textbook order requests are delayed, reduced or out-of-print. The University will require its faculty to cooperate with Contractor in making the bookstore services available to students. Contractor shall also make available book lists that it compiles to the University in a timely manner upon request. Contractors should submit policies for accepting and placing special orders for customers and on behalf of the University.
3.5.2 Other Items for Sale
Other items for sale shall include school and office supplies, spirit gear and apparel, logo insignia items, merchandise deemed appropriate for sale at college bookstores, and other sundry items as approved by the University. Contractor will not compete with the campus food service by offering freshly prepared food or drink items for sale without the prior written consent from the University. The sale of alcohol, beer, tobacco, and lottery products is prohibited. Certain items, common to convenience-stores, maybe offered as impulse items at check-out. Contractor shall refrain from display or sale of any item found to be objectionable by the University. The University will not be arbitrary or capricious in its determination of objectionable sale items.

3.5.3 Computer/Digital Electronics & Online Retail Sales
Contractor shall have an advanced, state-of-the-art, on-line textbook reservation and ordering system as well as an easy-to-use transaction processing platform capable of performing secure, online transactions. Contractor should offer online ordering and payment with the option of overnight or two day shipping. Contractor should offer the option of buying and paying for textbook online and having them available for pickup in the bookstore. Sales revenue from all such transactions shall be included as a separate line-item with other revenues for calculation of gross sales commissions due the University. The University reserves the right to market and sell merchandise and apparel via the Internet outside of this contract and such arrangements will not be construed as anti-competitive or a violation of this contract.

3.5.4 Rental Textbooks
Contractor shall offer a Textbook Rental Program.

3.5.5 Course Packs
Contractor will offer a Course Pack development program that provides copyright approvals. Contractor will research and resolve all copyright clearance issues. Contractor will promote their Course Pack program, including details and deadlines, with the faculty with clear, professionally-designed brochures. Contractor must give the right of first refusal to the on-campus production facility.

3.5.6 Pricing Structure
Contractor will provide pricing structure for new textbooks, used textbooks, merchandise, goods and apparel which shall reflect industry standards. The University reserves the right to approve all prices for merchandise, but such approval shall not be unreasonably withheld so long as prices are competitive and comparable with prices charged by other vendors.

3.5.7 Textbook Buyback
Contractor will provide the details of a textbook buy-back program. This program should include requiring identification for all persons desiring to sell back textbooks.

3.5.8 Refund Policy
Contractor will prominently post the Bookstore’s refund, buy-back, and exchange policies with professional signage, approved in advance by the Executive Director of Auxiliary Enterprise Administration or designee, in keeping with a professional and high quality signage display. There should be no hand-written or less-than-professional signage displayed.
3.5.9 Prohibited Products & Services
Products and services provided by the Contractor may not compete with other University contracts and all products and services are subject to prior approval of the University.

3.5.10 Service Days & Operating Hours
Operating hours shall be mutually agreed upon between the Executive Vice President, the Executive Director of Auxiliary Enterprise Administration and Bookstore management. Contractor will maintain hours that will be convenient to students, faculty, staff, and guests including extended hours at the beginning of terms and during certain University public outreach events. Contractor will operate the bookstore at special times, selected evenings and weekends as requested by the University.

3.5.11 Graduation Regalia
Contractor shall provide cap and gown sales and service to students pursuant to a timetable established by the University and its preferred graduation regalia provider. In addition, the Contractor will arrange for the sale of academic attire (caps & gowns) for faculty and administration; separate itemized invoices showing the name of the faculty member purchasing the academic attire will be submitted to faculty members for payment. Contractor will cooperate with and assist the Commencement Coordinator with ordering, purchasing and supplying academic apparel, as requested and serve as the primary liaison for the University’s bi-annual Grad Fest. The University may, at its discretion and, upon giving thirty (30) days written notice, provide direction as to the responsibility for caps, gowns and rings as set forth in this paragraph.

3.5.12 Ring Program
The successful Contractor will shall participate with the ULM Alumni Association and Alumni Director in a “One Ring Tradition Program” with Balfour, Inc., or any other company selected to administer the program. Provide compensation for the sale of each ring and a detailed accounting will be provided by the Contractor to the University on or before June 30 of each contract year.

3.5.13 Charge Sales
Contractor will accept Visa, MasterCard, Discover, and American Express credit cards and will be responsible for all associated fees. The Contractor will also accept debit cards, and stay abreast of trends in the financial services industry and POS transaction market. In the event that technology changes (e.g., digital and electronic purses, mobile device payment devices or chip-based financial applications) become prevalent or requested, the Contractor will work expeditiously with the University to insure that the consumer needs of the students, faculty, staff, and community are fully met with an advanced, state-of-the-art transaction processing platform.

3.5.14 Payment with Checks
Contractor shall accept checks and will work with the Monroe City/Ouachita Parish District Attorney’s Office to establish its own written policies regarding the proper handling of returned and NSF checks.

3.5.15 Warhawk Express Card
The University offers a declining balance/stored value Warhawk Express CSGold card program hosted by CBORD. The Warhawk Express card program is overseen by the University’s Office of Auxiliary Enterprise Administration, administered by the Warhawk ID Services (WIDS) Office and supported by the University Computing Center (UCC) and Student Account Services (SAS.) The Warhawk Express card program may be utilized by participating students and staff in all retail locations on- and at select off-campus merchants, including two, off-campus competing book retailers. Contractor will accept the Warhawk
Express card at all locations and operations. A percentage fee based on gross Warhawk Express sales will be deducted prior to payments made to Contractor to reimburse the University for administration of the Warhawk Express card program. All charges for networking, connectivity and interfaces between the Contractor’s system and the Warhawk Express CSGold card program shall be borne by the Contractor. The successful Contractor will be responsible for card readers that read the Warhawk Express card and the equipment must be compatible with CBORD’s CSGold version 5.x or later. The percentage fee is currently 6%, but is subject to change upon 30-days’ notice or upon implementation of a CBORD-hosted UGryd program.

3.5.16 Discounts to Faculty, Staff & Alumni
Contractor will offer a minimum of a fifteen percent discount on all purchases by Faculty, Staff, and Alumni (alumni should be asked to present their current membership card) excluding textbooks. Certain select items, presented in writing and approved by the University in advance, may be removed from the discount program.

3.5.17 Employees, Staffing & Management
Contractor shall maintain at all times a staff of experienced and qualified employees in the bookstore and in sufficient numbers to provide efficient performance of the requirements of this Agreement. Contractor shall provide sufficient back-up/temporary personnel in times of staff shortages due to vacations, illnesses, labor disturbances and inclement weather, to maintain full service. Contractor shall insure that its employees will perform their services in a proper and dignified manner befitting a premier institution of higher learning. Contractor shall comply with all university policies and federal and state laws, rules, and regulations concerning nondiscrimination and diversity in employment practices. In connection with the performance of work under this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, physical condition, developmental disability or national origin. This provision shall include but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. Personnel relations of employees on Contractor’s payroll shall be Contractor’s responsibility. Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. Contractor shall supply the University with a list of supervisors and management by functional area whenever staff or management changes occur. Employees of the Contractor shall abide by all applicable state and University policies, procedures and regulations for the duration of this contract. The Contractor is responsible for all facets of training and orientation of its new employees. The University shall have the right to review the credentials and qualifications of all personnel hired by the Contractor for management positions. Upon the request of the University, Contractor shall dismiss from employment or reassign any of its employees whose job performance is detrimental to the University or to the University’s relationship with the public. Hiring and firing of personnel shall be the sole responsibility of the Contractor, however ULM shall reserve the right to veto the offer, refuse the placement of any person or to require the removal of any employee from the University bookstore for any reason. The Contractor shall pay wages and benefits and accept all employer liabilities for all bookstore employees. The Contractor is responsible for reporting any criminal activity at their business site through the appropriate University personnel. At all times Contractor shall provide adequate and expert managerial and administrative supervision of its employees. The Contractor will develop and maintain a customized University Bookstore Employee Conduct/Policy Manual, which incorporates policies and contract issues identified for inclusion by the University. Employees of the University Bookstore and other designated University
employees will be granted on-going access to, and where designated, copies of the Policy Manual. Store management will meet regularly with designated University officials and will work cooperatively with them and University administration in the development and improvement of the bookstore program, services and policies. These meetings shall be used to air grievances and determine corrective courses of action when necessary. The contractor is solely responsible for employment decisions however they must specifically follow the procedures required by the Louisiana State Civil Service Commission.

3.5.18 Labor Relations, Wage Requirements & Equal Opportunity
Contractor shall be solely responsible for its own labor relations with any trade association or union representative and shall negotiate and adjust all disputes between itself and its employees or any union representing its employees. Contractor shall comply fully with all applicable federal and state laws, rules, and regulations concerning employment and labor relations and wage requirements. Contractor shall comply with Federal, State and University Equal Opportunity statutes.

3.5.19 Employment of ULM Students
Contractor shall list part-time job opportunities suitable for students with the University’s Career Services and shall exert its best efforts to hire students. Contractor shall give preference to currently enrolled ULM students when filling part-time or temporary positions.

3.5.20 Identification of Staff
All employees, inclusive of store management, will wear attractive and clearly legible name badges and identifying clothing (aprons / matching shirts / etc.) in the University’s color-scheme.

3.5.21 Training
Contractor shall provide sufficient resources and staff for continually providing satisfactory training and development programs for its employees at all levels of the organization. Regularly scheduled full-time and student employee training meetings shall be conducted regularly by the Contractor. Topics, location and time shall be determined by mutual agreement. Contractor shall be responsible for the expense of such training meetings. Contractor shall be responsible for meeting all University health and safety requirements and conduct quarterly safety meetings.

3.5.22 Telephone Service
Contractor will be responsible for local and long distance telephone costs. Contractor will have access to the University telephone system at rates established by the University, payable within thirty (30) days of receipt of invoice. Contractor will maintain the current level of telephone service to the ULM community. Successful Contractor will purchase and pay for installation of any new telephones and/or networking deemed required. Should Successful Contractor desire to use ULM telecommunications lines there will be a recurring monthly fee plus long distance charges.

3.5.23 Electronic Mail
The Contractor at its expense shall provide electronic mail service for its employees as agreed upon by the University to facilitate communication. The University will provide key personnel with ulm.edu email addresses to facilitate communication with the campus community.
3.5.24 Utilities
Contractor will be responsible for all utilities (e.g. heat, lights, power, sprinkler system, water, sewer) related to the Bookstore facilities. The University will pay the fees and Contractor will reimburse the University on a monthly basis.

3.5.25 Parking
Parking will be made available to Contractor’s employees as authorized in ULM’s Parking Regulations at established rates. Parking rates differ depending on the type and duration of the permit requested. Information about parking permits is available at ULM’s University Police Department (UPD) Parking and Transportation website at http://www.ulm.edu/parking.

3.5.26 Postal Delivery
Mail will be delivered twice daily by the ULM Post Office or postal services Contractor to the following address:

University Bookstore
University of Louisiana at Monroe
700 University Ave
Monroe, LA 71209

Postal services will deliver standard mail to this location. This does not include the delivery of books. ULM Postal Services will handle all first class and bulk mailing, not including books. Contractor will pay ULM Postal Services for postage costs and bulk mail services. Contractor is responsible for handling all other outgoing packages/mail with the United States Postal Service or an overnight carrier.

3.5.27 Government & University
All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and lease submitted are subject to provisions of the laws of the State of Louisiana and requirements of this RFP.

3.5.28 Use of University Logos & Brand Marks
All merchandise bearing the University of Louisiana at Monroe logo, symbol, seal or other identifiable representations of the University, shall be purchased by the Contractor from a licensed vendor. The ULM name and mascot cannot be used for brand or product endorsement by the Contractor without prior approval from the University. Any “ULM” or “Warhawk” logo, word marks, or trademarks may only be used after obtaining prior written approval from the University.

3.5.29 Environmental Management
ULM’s environmental practices include waste minimization, litter-prevention and recycling programs. Contractor shall comply with all applicable environmental requirements, and will actively participate in campus recycling programs. Contractor shall comply with all existing recycling and environmental requirements, as well as any new requirements that are developed. Contractor is subject to environmental compliance reviews led by authorized campus representatives from the University’s Auxiliary Enterprises, Business Affairs, Physical Plant, Facilities, and Environmental Health and Safety.
3.5.30 Prohibited Products
The Contractor shall agree to promptly withdraw from display and sale any item, which the University requests in writing not be sold in the Bookstore. Such University requests shall not be made arbitrarily or capriciously and shall be based on reasonable safety, health, or security concerns; competent legal counsel; or, with respect to items afecting education programs, the decision of which coming from the University’s Auxiliary Enterprise Administration, Office of Purchasing, Office of Public Information, or appropriate faculty bodies. The Contractor shall be provided the opportunity to discuss with appropriate University personnel or counsel, and request reconsideration of, requests for withdrawal of such items.

3.5.31 Products Derived From Recycled Materials
Contractor is encouraged to seek out, obtain, and sell various products that contain post-consumer recycled material content, especially when such products are competitive in cost and quality compared to products having no such recycled content.

3.5.32 Promotional Giveaways & Special Events
The University encourages the Contractor to develop and utilize exceptional promotional and loyalty/incentive programs. Any promotional giveaways provided should have the advanced, written approval of the University of Louisiana at Monroe Auxiliary Enterprise Administration. Contractor will endeavor to become involved in the academic, social and cultural environment of the University, offering special merchandising promotions and assistance to complement and support activities and programs. Service days and hours of operation should be consistent with the mission of the University based upon these special events. Nights and weekends are not excluded. Contractor will maintain a record of all promotions and promotion results for review by the Executive Vice President, Executive Director of Auxiliary Enterprises or designee.

3.5.33 Fire Extinguishers
The University will furnish and maintain fire extinguisher equipment and supplies as Lessor Services, however, Contractor shall notify appropriate University personnel immediately after any fire extinguisher use or discharge and Contractor will pay for any recharge after use. Contractor shall provide access to fire extinguishers for inspection with or without notice.

3.5.4 Vending Machines
If the Contractor places vending machines within the Bookstore, including any break room, the Contractor must utilize contracted ULM-approved vending providers. Successful Contractor shall work with Auxiliary Enterprise Administration for product selection and placement of vending machines. All sales from vending machine sales will be part of the University’s gross sales basis and commissions will be paid to the University of Louisiana at Monroe Office of Auxiliary Enterprise Administration.

PART 4 - EVIDENCE OF SUCCESSFUL PERFORMANCE & IMPLEMENTATION SCHEDULE

4.1 Current Operation of Bookstores
Contractors shall include a list of colleges and universities where the Contractor currently operates bookstores. The list must also contain the names of colleges and universities where Contractor’s accounts were cancelled or not renewed in the past 3 (three) years along with reasons for the cancellation or non-renewal.
4.2 Qualification Data
At time of submission, Contractors should provide a discussion limited to no more than two pages outlining the company’s financial resources, personnel resources, and ability to provide services to meet bid specification requirements. Contractors will provide an illustration of corporate/store organizational structures and background information for key personnel, and especially for the transitioning proposal team to the long term on-site bookstore manager.

4.3 Chain of Responsibility
Each proposal must provide a detailed description of the chain of responsibility, beginning at the level of supervision of all University operations and continuing to the final responsibility for operations in the company.

4.4 Management Staff Plan
A management and staffing plan, along with descriptions of duties, must be included in the Contractor’s submittal. These shall be updated and provided to the University as management and staff changes are made.

4.5 References
Contractors should submit a list of all institutions of higher education which it is serving at this time. This list should include name of institution, city and state, dates service commenced, annual dollar sales, Expiration dates of current contracts, and names and telephone numbers of institutional representatives.

4.6 Auditing & Accounting
The successful Contractor will establish adequate internal controls and determine at such frequent intervals as may be necessary, that the controls are being maintained. The successful Contractor will provide to the University, annual financial statements audited by a Certified Public Accountant. The University reserves the right to have its representative, including the State Legislature Auditor, audit the successful Contractor’s books, records, and other such financial documents or desired information pertaining to the successful Contractor’s contract(s) with the University. If it is determined through an audit that money is owed to the University by the successful Contractor, the successful Contractor will pay all money owed to the University, plus ten (10) percent interest on said paid money and also pay for the cost of the audit within thirty (30) days of demand.

4.7 Period of Agreement
The initial term of the Lease Agreement will be ten (10) years. Additional extension periods, in five (5) year increments, for a total lease period not to exceed 99 years, may be proposed.

4.8 Deliverables
The deliverables listed in this section are the minimum desired from the successful contractor. Every contractor should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

PART 5 - PROPOSAL ELEMENTS

5.1 Financial
The Financial Summary shall contain the complete financial offer made to the University using the format provided. All financial information must be submitted in a sealed envelope under separate cover.
A. **Lease**
Proposal is to be based upon a minimum annual guarantee NOT LESS THAN THREE-HUNDRED THOUSAND DOLLARS ($300,000.00 USD) with payments divided into twelve equal monthly payments.

B. **Capital Outlay Plan**
Contractor shall provide a two million (2 million) dollar capital outlay plan which provides funding for renovations, expansion, alterations, equipment, fixtures, furniture, etc.

The University expects the selected vendor to construct improvements in the “The Grove” which is an active social area for ULM events (athletic events, fundraisers, etc.). The University expects the bookstore vendor to sell University branded merchandise at these events and gatherings and needs a permanent location in this area that is small and efficient but also is attractive and offers a good selection of merchandise. The University anticipates that this investment will result in increased sales / revenues for the bookstore vendor. The final design, amount of investment, etc. in this area will be negotiated with the successful vendor. We do expect that all firms submitting a proposal would offer a proposed solution for this area. The University will be glad to tour potential proposers around this area during the pre-proposal meeting.

C. **Construction of Facility Improvements/Construction**
Once a contract is awarded, the Contractor will use the existing bookstore in Hanna Hall. The University is currently constructing space for a new bookstore in Sandel Hall. That space is expected to be completed by the University near the end of 2015. The bookstore Contractor shall be expected as part of this contract to equip and furnish the new bookstore area in Sandel Hall. The University is providing an empty “whitebox” type of space. The bookstore contractor shall be responsible for installing all racks, shelving, displays, signage, point of sale stations, etc. The University shall retain permanent ownership of all built-in fixtures, furniture, shelving, racks, etc. supplied by the Bookstore Contractor. The total square footage of the new bookstore is approximately 10,900 square feet. A floor plan that shows the area is attached for your reference. Prior to the bookstore contractor ordering any equipment, supplies, or materials for this space in Sandel Hall, the bookstore contractor shall prepare a written design plan for this area to the University for the University’s review, comment, and approval. Once the University approves this design plan in writing the bookstore contractor may proceed with implementing the plan and ordering all needed supplies and equipment. ULM expects the bookstore contractor to complete all work to occupy this new area in Sandel within 60 days from receiving notice that the bookstore contractor can begin. ULM expects that the bookstore contractor can begin work in this area in Sandel Hall by Monday, November 2, 2015. If this occurs as planned, then ULM would expect the bookstore contractor to be completely moved in and ready to open for business no later than January 1, 2016.

D. **Surcharges & Chargeback**
During the contract term, charges, surcharges, chargebacks and prices to ULM departments for products and services will be negotiated and mutually agreed upon by both parties subject to annual renewal.

E. In addition to the minimum lease payment, the contractors must propose to the University a percentage of its Adjusted Gross Sales (less applicable State and local sales taxes) from retail sales, and all other revenue sources, including online sales, memberships and services.
5.2 Technical Proposal
Each proposer must provide current, accurate, complete information about all of the following in support of its Proposal (please coordinate numbers with responses):

A. Business Information
1. Name, address, telephone number, and title of the person(s) whom the University can contact about the Proposal;
2. Corporate filings, DBA name, registration and tax identification number;
3. Name(s) of owner(s) or partners or directors, as applicable;
4. Names, titles, and resumes of proposer officials who will serve as primary proposer contacts;
5. Length of time and years during which the proposer has provided the Services contemplated by this RFP;
6. List of three (3) references, preferably local and colleges/universities, for whom the proposer currently successfully provides similar Services;
7. Insurance carrier(s), types, and amounts of coverage currently maintained by the Proposer and claims/loss reports for the three (3) proceeding calendar years.

B. Staffing Structure
Proposer should provide the proposed staffing structure, including the number of full-time, part-time and managerial staff and the kind of experience required for each position. Include proposed staff resumes, if possible. An established, diverse staff with low turnover indicates employee satisfaction and is a means of measuring quality. Indicate if University students will be given employment opportunities, and, if so, in what approximate number.

C. Company Financial Information
Provide a copy of your two most recent, audited, financial statements.

D. Products and Services
Provide a list and description of the products and services you propose to offer. The University desires a variety of quality offerings.

E. Marketing
Include a complete description of the promotional marketing activities you will conduct. This may include omni-media packages, coupons, premiums, loyalty programs and other forms of advertising that demonstrate effective strategies for market penetration to students, commuter students, online students, campus departments, faculty, staff, alumni, visitors to the University and community-based customers. The proposer agrees that it will not advertise nor promote any connection with the University, the University of Louisiana System Board of Supervisors or use any identifying marks or property nor make presentation, whether expressed or implied, as to the University’s promotion or endorsement of the proposer unless it has received prior written consent from the University.

F. Layout and Design of the Bookstore
Provide general facility layout and design plans for the Bookstores. The selected proposer will provide equipment and signage in compliance with Federal, State, Municipal and University policies, codes, requirements and approvals. Any build out of space must comply with all codes and with University design guidelines, to include the Americans with Disabilities Act. Reference the attached floor plans in an appendix.
G. Miscellaneous
Include a written program of intention, outlining how the above specifications will be fulfilled, plans for investment in facilities as well as any other information including special programs that may be helpful in determining the scope of the proposal.

H. Reports and Management

1. Define the reports available to ULM on a weekly, monthly and annual basis.
2. Describe how breaks, lunch, sick leave and vacation time will be handled.
3. Provide operations manuals and describe employee performance standards related to on-site management and supervision of personnel and equipment.
4. ULM will conduct monthly assessment meetings between University liaison and vendor's liaison.
5. Describe methods, procedures, and processes to ensure quality control.
6. Support the Division of Auxiliary Enterprises with the hosting of a Bookstore Advisory Committee which shall meet not less than one time each semester.

5.3 Additional Information
Provide any additional information Proposer deems the University will be of value when evaluating the proposal. Proposers are strongly encouraged to present appropriate, creative approaches. Proposers should provide supporting documentation pertinent to the additional information as pertains to this RFP.

PART 6 - EVALUATION

Proposals will be reviewed individually by staff members through an evaluation committee. The finalists may be requested to provide ULM a presentation and/or an oral interview. The evaluation committee will review the RFP as well as any requested presentations and/or oral interviews to gather information that will assist the evaluation committee in making their recommendation. A contract will be awarded on the basis of which proposal ULM deems best suited to fulfill the requirements of the RFP. ULM also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.

ULM will be the sole judge as to the acceptability, for our purposes, of any and all proposals. Proposals will be evaluated according to the following evaluation criteria:

6.1 Basis of Evaluation and Selection
The basis of evaluation and selection will be as follows:

6.1.1 Financial Proposal (50% of evaluation value) - 50 points
The following financial criteria will be evaluated:
1. Guaranteed Annual lease payment. 20 points
2. Construction of Facility Improvements. 5 points
3. Commission - In addition to the annual lease payment guarantee, the proposers must recommend to the University a percentage of its adjusted gross sales (less applicable State and local sales tax) from mailbox rental, shipping, retail sales, printing, copies and other revenue sources. 10 points
4. Capital outlay. 15 points

6.1.2 Technical Proposal (30% of evaluation value) - 30 points
The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:
1. Company Credentials and Qualifications including management experience and stability.
2. References of success with contact information.
3. Implementation plans and scope of services to be provided including bookstore layout and design.
4. Detailed plan for the successful transition of operations.
5. Plan for orientation and marketing to students, operating hours, etc.
6. Information demonstrating the Proposer’s financial stability.
7. Management reporting capabilities.
8. Adequacy of processes and procedures to ensure a quality operation.

6.1.3 Hudson/Veteran Program (10% of evaluation value) - 10 points
Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as Sub-Proposers.

6.1.4 Oral Presentation (10% of evaluation value) – 10 points
Item G.5. University of New Orleans’ request for approval to sell the University of New Orleans’ TAC Building located on UNO’s East Campus at 6601 Franklin Avenue in New Orleans, Louisiana.

EXECUTIVE SUMMARY

The University is requesting Board approval to sell property located at 6601 Franklin Avenue in New Orleans, approximately a half mile from the University’s main campus. This property, known as the TAC Building (The Athletic Center), will be sold in accordance with Louisiana law.

This site contains approximately 3.916 acres and is improved with a one-story, 16,375 SF building (with detached mechanical building). The University first occupied the building in 1970 and through the years the building has served a variety of functions.

Most recently this building was shared by the Athletic Department and the University’s Communications, Marketing and Public Relations Department (CMPRD). This past fall the offices of the CMPRD were relocated to the Administration Building on the main campus leaving the Athletic Department as the only tenant in the building. The space vacated by the CMPRD remains unoccupied and is not needed for any other purpose. The University now plans to relocate the Athletic Department to the main campus and desires to liquidate this underutilized property. There are no outstanding bonds owed on the property.

The University has received an appraisal of $950,000 for the land and building. The University desires to sell this property at public auction in accordance with Louisiana law with the appraised value as the minimum opening bid. The appraisal report is available in the System Office.

The University is further requesting Board approval to have the flexibility to apply the proceeds from the sale to the University’s operating budget should that become necessary.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval to sell the University of New Orleans’ TAC Building located on UNO’s East Campus at 6601 Franklin Avenue in New Orleans, Louisiana.
Executive Summary
August 27, 2015
Page 2

BE IT FURTHER RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval to apply the proceeds from the sale to the University’s operating budget should that become necessary.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana System and/or President of the University of New Orleans are hereby designated and authorized to execute any and all documents necessary to execute said land sale.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
June 5, 2015

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Re: UNO East Campus Property

Dear Dr. Woodley:

The University of New Orleans requests permission from the Board of Supervisors for the sale of a piece of property in accordance with Louisiana law. The property presently used by the Athletic Department is located on our East Campus at 6601 Franklin Avenue in New Orleans, Louisiana approximately a half mile from the UNO main campus. This site contains approximately 3.916 acres and is improved with a one story, 16,375 SF building (with detached mechanical building). The University first occupied the building in 1970 and through the years it has served a variety of functions.

Recently this building was shared by the Athletic Department and the University’s Communications, Marketing and Public Relations Department (CMPRD). This past fall the offices of the CMPRD were relocated to the Administration Building on the main campus leaving the Athletic Department as the only tenant in the building. The space vacated by the CMPRD remains unoccupied and is not needed for any other purpose. The University now plans to relocate the Athletic Department to the main campus and desires to liquidate this underutilized property. There are no outstanding bonds owed on the property.

The University has received an appraisal of $950,000 for the land and building and it is included with this request. (In the appraisal the subject property is referred to “Area A” and “Lot A”.) The University desires to sell this property at public auction in accordance with Louisiana law with the appraised value as the minimum opening bid. While we would like to earmark the proceeds from this sale for capital improvements we seek your permission to apply the proceeds to the University’s operating budget should that become necessary.

Please place this item on the agenda for the August 27, 2015 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

[Signature]

Peter J. Fon
President
Discussion/Action Items
Item G.6. University of Louisiana System’s request for approval of the Fiscal Year 2016-17 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

EXECUTIVE SUMMARY

UL System requests approval of the Fiscal Year 2016-17 Capital Outlay Budget Request and Institutions’ Five-Year Plans for FY 2016-17 through FY 2020-21.

The Capital Outlay Budget Request contains a prioritized list of System and Campus projects separated into four categories, Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2016-17 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year’s state capital outlay budget.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the Fiscal Year 2016-17 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.
UNIVERSITY OF LOUISIANA SYSTEM

PROPOSED CAPITAL OUTLAY BUDGET REQUEST FISCAL YEAR 2016-2017

August 27, 2015
<table>
<thead>
<tr>
<th>Rank</th>
<th>Year</th>
<th>Campus</th>
<th>Project Description</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>Total</th>
<th>Project Total</th>
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<td>1</td>
<td>2014</td>
<td>ULM</td>
<td>Walker Hall HVAC Emergency Repairs</td>
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<td>Repair to Holbrook Walkway Canopy</td>
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<td>$1,752,000</td>
<td>$11,924,400</td>
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<td>3</td>
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<td>ADA Compliance (All Campuses)</td>
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<td>LTU</td>
<td>Bogard Hall Reroofing and Waterproofing</td>
<td>$1,900,000</td>
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<td>2016</td>
<td>UNO</td>
<td>Geology and Psychology Roof Replacement</td>
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<td>8</td>
<td>2010</td>
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<td>Reroof Various Buildings on Campus (Carver, Men's Gym, C.P. Adams, others)</td>
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<td>Library Cooling Towers and Walker Hall Data Center HVAC Upgrades</td>
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<td>Central Utilities Plant Chiller Replacement</td>
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**Total Emergency Projects** | $2,875,000 | $29,660,967 | $42,855,966 | $1,571,667 | $74,088,600 | $76,963,690
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<th>Project Description</th>
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<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>Total</th>
<th>Project Total</th>
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<td>Maintenance, Deferred Maintenance, and Repairs of Campus Buildings</td>
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<td>24. TU Parking and Pedestrian Development</td>
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<td>25. UNO Library Roof Replacement</td>
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<td>26. 1 2007 SLU Computer Science and Technology Facility Improvements/Expansion</td>
<td>SLU</td>
<td>$13,540,000</td>
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<td>27. 1 2004 LSU Campus Utility Infrastructure Assessment, Eng. Repairs/Repl</td>
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<td>28. 1 2013 NSU Athletic Facilities - Didier Field ($100,000 in Self-Gen Funds)</td>
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<td>29. 1 1994 UNO Library Fourth Floor Completion</td>
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*This category reflects continuing request to Board of Regents involving 1st year land acquisition funds for post-secondary educational institutions payable from general obligation bonds.

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<th>Amount</th>
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<td>LTU</td>
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<td>SLU</td>
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**Total New Projects**

$36,267,515 | $198,786,483 | $81,231,071 | $2,700,000 | $500,000 | $319,485,069 | $319,485,069

**Grand Total All Categories**

$68,356,600 | $247,549,482 | $273,107,343 | $86,506,138 | $2,700,000 | $500,000 | $610,663,569 | $680,060,169
INSTITUTIONS’ FIVE-YEAR PLANS

PROPOSED
FISCAL YEAR 2016-2017

August 27, 2015
<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>1st Yr Requested</th>
<th>INSTL PRIORITY</th>
<th>FUNDING SOURCE **</th>
<th>FY 16-17 ***</th>
<th>FY 17-18 ***</th>
<th>FY 18-19 ***</th>
<th>FY 19-20 ***</th>
<th>FY 20-21 ***</th>
<th>5-YEAR REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>Elevator Deficiencies</td>
<td>FY12-13</td>
<td>E-1</td>
<td>G.O.</td>
<td>$ 1,000,000</td>
<td>$ 1,000,000</td>
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<td>West Campus-Roof Modifications</td>
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<td>FY14-15</td>
<td>Self-Gen</td>
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<td>FY 18-19</td>
<td>FY 19-20</td>
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<td>PREVIOUS FUNDING</td>
<td>TOTAL COST</td>
</tr>
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TOTALS                                               | $ 60,875,000 | $ 71,115,000 | $ 63,420,000 | $ 46,900,000 | $ 25,462,000 | $ 267,767,000 | $ 27,150,000 | $ 294,917,000 |
<table>
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<th>1st Yr Requested</th>
<th>INSTL PRIORITY</th>
<th>FUNDING SOURCE</th>
<th>5-YEAR REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
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<td>Repair to Holbrook Walkway Canopy</td>
<td>2014</td>
<td>E-1</td>
<td>G.O.</td>
<td>$1,752,000</td>
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<td>Health &amp; Human Performance Education Complex</td>
<td>2012</td>
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<td>Contraband Bayou Erosion Retaining Wall Phase II</td>
<td>2011</td>
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<td>G.O.</td>
<td>$3,200,000</td>
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<td>Drew Hall &amp; ETL Renovation</td>
<td>2009</td>
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<td>Cowboy Stadium Repairs and Code Upgrade</td>
<td>2002</td>
<td>N-3</td>
<td>G.O.</td>
<td>$1,575,000</td>
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<td>Gayle Hall Renovations</td>
<td>N-4</td>
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<td>$400,000</td>
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<td>$4,800,000</td>
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<td>$2,152,500</td>
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<td>$646,600</td>
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<td>Repairs to University Farm Bldgs</td>
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<td>$121,276</td>
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<td>$241,500</td>
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<td>$1,207,500</td>
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<td>$551,251</td>
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<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
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<tr>
<td>Campus Safety / Technology Enhancements</td>
<td>2016</td>
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<td>G.O.</td>
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<tr>
<td>Campus Wide ADA Upgrades</td>
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<td>G.O.</td>
<td>$2,500,000</td>
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<td>Campus Wide Fire Alarm Upgrades</td>
<td>2015</td>
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<td>G.O.</td>
<td>$1,320,000</td>
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<td>2002</td>
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<td>G.O.</td>
<td>$1,870,000</td>
<td>$1,670,000</td>
<td>$2,875,000</td>
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<td>Chiller/Cooling Tower Replacement, Campus Main Chilled Water System</td>
<td>2014</td>
<td>E-6</td>
<td>G.O.</td>
<td>$242,000</td>
<td>$2,662,000</td>
<td>$2,904,000</td>
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<td>Campus Wide Air Handlers Replacement</td>
<td>2014</td>
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<td>G.O.</td>
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<td>Athletic Facilities - Didier Field, Renovation, Planning &amp; Construction</td>
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<td>Self-Gen</td>
<td>$100,000</td>
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<td>Pettler Hall Renovation, Planning &amp; Construction</td>
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<td>Quiddly Stadium Structural Repairs / Waterproofing</td>
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<td>Fieldhouse, Planning &amp; Construction</td>
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<td>Renovation of Athletic Training &amp; Meeting Facility, Planning &amp; Construction</td>
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<td>Assembly Center, Planning &amp; Construction</td>
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<td>$7,356,507</td>
<td>$42,190,119</td>
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</table>

**TOTALS**                                                                    | $12,156,420      | $30,145,200    | $37,473,278 | $79,821,578| $46,593,511 | $200,189,965 | $3,075,000 | $203,264,960 |
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<th>SOURCE **</th>
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<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>5-YEAR REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
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<tr>
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<td>$820,000</td>
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<td>2009</td>
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<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
<td>FY 20-21</td>
<td>5-YEAR REQUEST</td>
<td>PREVIOUS FUNDING</td>
<td>TOTAL COST</td>
</tr>
<tr>
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<td>FY 18-19</td>
<td>FY 19-20</td>
<td>FY 20-21</td>
<td>5-YEAR REQUEST</td>
<td>PREVIOUS FUNDING</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>-----------------------------</td>
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<td>Funding Source</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>FY 18-19</td>
<td>FY 19-20</td>
<td>FY 20-21</td>
<td>5-Year Request</td>
<td>Previous Funding</td>
<td>Total Cost</td>
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<td>Walker Hall HVAC Emergency Repairs</td>
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<td>Library Cooling Towers &amp; Walker Hall Data Center HVAC Upgrades</td>
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<td>G.O.</td>
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<td>ADA Accessibility - Campus Wide</td>
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<td>2013</td>
<td>N-1</td>
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<td>Brown Auditorium - Renovation</td>
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<td>Fant - Ewing Coliseum - Renovation</td>
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<td>FY 17-18</td>
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<td>FY 19-20</td>
<td>FY 20-21</td>
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<td>PREVIOUS FUNDING</td>
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<td>Library Roof Replacement</td>
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<td>Library Fourth Floor Completion</td>
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