1. Overview

1.1. The University of Massachusetts Lowell, hereafter referred to as “UMass Lowell” is seeking proposals to provide athletic apparel and footwear for its intercollegiate sports teams. The successful bidder will also have the opportunity to provide apparel and uniforms to our recreational department including over 35 club teams. Items may include team uniforms, practice gear, footwear, merchandising items such as hats, t-shirts, and a variety of other items.

1.2. In the last four years University of Massachusetts Lowell has experienced historic growth and success as a University and in its Athletics program. The campus has added ten new buildings, including the award-winning University Crossing which includes the River Hawk Shop. Spirit apparel sales at the River Hawk Shop have increased 45% since 2010.

In athletics, competing as a member of Hockey East - the finest Division I hockey conference in the nation – the hockey team captured back-to-back Conference championships in 2012 and 2013, earned a trip to the Frozen Four in 2013, and has qualified for five NCAA tournaments over the past six years. Attendance at home hockey games has increased dramatically, with the program finishing in the top fifteen nationally in overall attendance for six consecutive years. Moreover, media exposure has increased significantly with the expansion of Hockey East television broadcasts and the streaming of all athletic events at UMass Lowell.

In addition to the success of the hockey program, in February 2013, the University accepted an invitation to join the America East Conference, thus elevating the remaining sixteen sports programs to join hockey as a member of Division I. During the four-year Division I transition period, the athletic program added the sports of men’s and women’s lacrosse; upgraded many of its facilities; expanded recruiting efforts both national and internationally (in its last year in Division II, UMass Lowell rosters had 29 out-of-state students); committed to a higher level of marketing and fan engagement; re-engaged thousands of athletic alumni; and in a conference – wide deal with ESPN, invested hundreds of thousands of dollars to ensure all athletic facilities can televise games at a level that is ESPN-quality.

1.3. UMass Lowell Intercollegiate Athletics Information

UMass Lowell is an NCAA Division I athletic program which has approximately 425 student-athletes competing in two highly-regarded conferences - America East Conference and Hockey East. The 17 sports sponsored by UMass Lowell are listed below:

**Men:**
Baseball, Basketball, Cross Country, Ice Hockey, Lacrosse, Soccer, Track & Field (Indoor & Outdoor)

**Women:**
Basketball, Cross Country, Field Hockey, Lacrosse, Soccer, Softball, Track & Field (Indoor & Outdoor), Volleyball

1.4. More information on the Lowell campus can be found at www.uml.edu.

2. **Bid Schedule***

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Request for Proposal</td>
<td>Tuesday, January 24, 2017</td>
</tr>
<tr>
<td>Question submission deadline</td>
<td>5:00 p.m., Tuesday, January 31, 2017</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>1:00 p.m., Tuesday, February 7, 2017</td>
</tr>
<tr>
<td>Evaluations of Proposals &amp; Selection of Finalist</td>
<td>Thursday, February 9, 2017</td>
</tr>
<tr>
<td>Onsite presentations (if requested by UMass Lowell)</td>
<td>Monday, February 13 – Thursday, February 16, 2017</td>
</tr>
<tr>
<td>Final negotiation and Agreement Award</td>
<td>TBD</td>
</tr>
<tr>
<td>Commencement of Agreement</td>
<td>July 1, 2017</td>
</tr>
</tbody>
</table>

*Dates are tentative and subject to change*

3. **Statement of Work**

3.1. **Scope of Service**

The University of Massachusetts Lowell campus is seeking proposals from Athletic Apparel & Footwear companies to provide game and practice uniforms, footwear, and other items for its 17 athletic intercollegiate teams and the athletic staff.

The University reserves the right to use other apparel and equipment suppliers for the following categories of footwear and equipment:

A) Cross Country and Track footwear  
B) Ice Hockey skates, sticks, pant and helmets  
C) Softball & baseball bats  
D) Lacrosse helmets  
E) Inflatable
3.2. **Contract Term**

The initial contract term shall be five (5) years. The University will have the option to extend the contract up to an additional five (5) years in one (1) year increments, which may be exercised by the University individually, in whole or in part.

3.3. **Licensing**

All potential apparel licensees must agree to adhere to and will be required to sign the University of Massachusetts Four Campus Trademark and Licensing agreement.

3.4. **Pricing**

All product pricing should be based upon a discount off of wholesale (team) pricing with supporting documentation.

3.5. **Silk Screen/Embroidery**

If proposal is working with decoration embellishment company, please include in the response all costs associated with silk screen printing and embroidery for apparel. Pricing should also include discount pricing on bulk orders.

3.6. **Annual Product Allotments**

Include within your response product allotments being offered to the University. The product allowance should be valued at Wholesale Pricing. Cost of shipping products should have the option of being charged against the University’s product allowance.

3.7. **Uniform Replacement Clause**

If the selected athletic apparel and footwear company is not the current supplier to the University, then supplier must provide a mutually agreed upon one-time allotment to offset the replacement cost of current uniforms worn by the UMass Lowell Intercollegiate teams.

3.8. **Athletics Performance Incentives**

Include within your response any cash and/or merchandise performance incentives being offered for coaches. These may include winning conference championships, making post season tournaments, and/or any special individual/team awards.

3.9. **Marketing & Promotional Opportunities**

As part of this Request for Proposal for Athletic Apparel and Footwear, the UMass Lowell is offering a unique opportunity for the successful bidder to enter into an UMass Lowell Athletics Corporate Marketing Partnership.
All bidders are encouraged to become “The Official Apparel Supplier of the UMass Lowell River Hawks.” This partnership would be category exclusive and the UMass Lowell athletic department would work with the selected bidder to put together a partnership that will offer the best return on investment utilizing some of the sponsorship opportunities below.

UMASS Lowell Quick Facts
- 275,000+ Event Attendees (UML Athletics & Tsongas Center Events/Concerts)
- 95,000 Alumni
- 18,000 Students
- 2,000 Faculty & Staff

Sponsorship Opportunities

Intellectual Property Rights
- Official Apparel Supply Company of the UMass Lowell River Hawks
- Right to use UMass Lowell Athletics logos, trademarks and names

Men’s Ice Hockey
- Tsongas Center Signage (Digital and Static)
- Tsongas Center Suites for Hockey Games
- Premium Tickets
- Radio Advertising
- Television Advertising
- In-Game Promotions

Men’s & Women’s Basketball
- Tsongas Center/Costello Athletic Center Signage (Digital and Static)
- Premium Tickets
- Radio Advertising
- In-Game Promotions

Olympic Sports
- Stadium Signage
- In-Game Promotions

Other
- UMass Lowell Athletics Website Advertising – GoriverHawks.com (53,000 Unique Visitors per month)
- UMass Lowell Athletics Mobile App Advertising
- Tsongas Center Website Advertising – TsongasCenter.com (45,000 Unique Visitors per month)
- Athletic & Alumni E-Marketing (Database of 95,000+)
- Tsongas Center E-Marketing (Database of 110,000+)

3.10 Evaluation Criteria

Evaluation criteria used to evaluate bids will include (but not be limited to):
- Pricing based upon discount of wholesale pricing, availability of items
• Overall quality of apparel and equipment being offered
• Sufficient staff to ensure effective management of University account
• Product allowances
• Willingness to provide alternate jerseys
• Annual cash compensation
• Performance incentives (cash & product allotments)
• Demonstrated ability to provide prompt and effective service. Vendor reputation and information received on reference checks.
• Quality and satisfaction of any previous services performed
• Other incentive benefits from the vendor to the University will be considered as well (i.e. extending wholesale pricing to Recreation Center, Club Sports and other University departments).

All University purchases must be provided by the vendor according to established timelines.

All uniform and practice items must comply with NCAA regulations.

All University trademarks and logos must be consistent with the University’s style standards (see Attachment D – Brand Identity Guidelines).

The University will grant access the school’s name, nickname, photographs, logos and images for use in producing athletic uniforms and apparel products for the term of the contract.

4. **RFP Response Requirements**

4.1. The following information and forms must be reviewed and submitted via email to purchasing@uml.edu as part of your proposal. Any exceptions to the bidding requirements should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

a. Completed Proposal, in narrative format, responding to all items in this RFP including, but not limited to, Sections 3 Scope of Service and submission of all required forms.

b. All submissions should be formatted for printed page size of 8 1/2" x 11". Type size for text should be at least 10-points.

4.2. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in the RFP, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. Submissions will become part of the official records for this RFP and cannot be returned.

Please provide a concise proposal in electronic form, no later than 1:00 p.m. on Tuesday, February 7, 2017 to:
5. **Questions/RFI’s**

5.1. All Questions and/or correspondence should be submitted electronically via email no later than 5:00 p.m., EST, on Tuesday, January 31, 2017 and directed ONLY to:

   purchasing@uml.edu  
   Attn: Thomas Hoole  
   Chief Procurement Officer  
   UMass Lowell  
   Wannalancit Business Center, Rm 415  
   600 Suffolk Street  
   Lowell, MA 01854

For the duration of this bid process, if it is determined that a bidder fails to comply to this requirement and initiates correspondence with any other UMass Lowell staff or representative about this bid process, they may be subject to disqualification.

6. **Terms and Conditions**

6.1. Disclaimer

   a. UMass Lowell reserves the right to reject any and all bids and to adapt the project's specifications based on information received in the course of this negotiation. Information in the proposal deemed proprietary by the vendor should be specifically identified, and will be kept in confidence. UMass Lowell will not be responsible for any costs incurred by a vendor in the preparation and/or production of a proposal.

   b. The University reserves the right to reject any Proposal that is not in full compliance with the RFP terms; to reject any or all proposals wholly or in part; to waive technicalities; to make awards in a manner deemed in the best interest of the University; and to correct any award erroneously made as a result of a clerical error on the part of the University.

   c. The University may cancel this proposal at any time under any condition.

6.2. **Selection and Notice**

   a. Award shall be made to the proposer who the University, in its sole opinion, deems most responsive and responsible taking into consideration Selection Criteria identified in Section 3.9.

   b. The University reserves the right to reject any and all proposals, to omit an item or items, or to accept any proposal deemed to be in the best interest of the University.

   c. The University may request clarification of any proposal by phone, e-mail, in writing or during
an in-person presentation.

6.3. **Contract for Service**

The selected firm will be expected to enter into a standard University Contract for Services (see Attachment E: Contract for Services). Any exceptions to the standard form contract should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

6.4. **Entire Agreement**

This proposal represents the entire agreement. Any terms on a contractor’s invoice are not a part of and are not merged into the agreement, unless mutually agreed upon by UMass Lowell and the contractor in writing. Any exceptions to the terms and conditions contained within this proposal must be so noted in writing within the contractor’s response. Any exceptions taken to the terms and conditions within this proposal may result in the classification of contractor’s response as non-responsive and no consideration for award will be given.

6.5. **Payment Terms**

All services should be billed in arrears. The University Payment Terms shall be net 30 from the date UMass Lowell receives the invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass.Gen.Laws ch.29, § 29C and with Commonwealth Regulation 815 C.M.R. 4.00. Please state your billing schedule tied to deliverables.

6.6. **Pricing**

a. Contract pricing shall be made available to the university for a period of five years from the date of award plus any extension years.

b. Prices bid shall be fixed and valid for 1 year from date of award.

c. In years two through five, vendors may request one pricing increase per contract year.

d. Vendor must request price adjustments for service fees and license cost, in writing, 30 days prior to the renewal date.

6.7. **Termination Without Cause**

The Contract established from this award will include a clause allowing the agreement to be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

6.8. **Freedom of Information**

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

6.9. **Certification of Non-Collusion**
Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.

6.10. Compliance with Laws and Regulations

Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

6.11. Contractor’s Qualifications and Performance

In accordance with the terms and conditions of this RFP, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services and products shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

6.12. Independent Contractor Status

The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

6.13. Equal Opportunity/Affirmative Action

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX, H/V, ADA 1990 Employer and Executive Order 11246, Title 41, Part 60 of the CFR Sections 741.4, 250.4, 1.40, and 1.4 are hereby incorporated.


a. Proposal must be signed by an official authorized to bind the vendor to its provisions.
b. This RFP document must be returned and signed.
c. Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.
d. Late proposals will not be considered. Proposals must be in the Purchasing Department before the date and time specified. Postmarks are not considered in determining late proposals. However, should a late proposal be the only response and if the proposal is also postmarked prior to the date and time of proposal opening, the University may choose to make award to the proposer if it is determined that acceptance of the late proposal is in the best interest of the University of Massachusetts Lowell. When no proposals are received, in urgent circumstances the Purchasing Department may make an award based upon informed
competition and without advertising.

**e.** Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification may be either in writing and signed by an authorized representative of the proposer, or made in person at the Purchasing Department provided in the latter case that the proposer or his authorized representative shows adequate identification.

**6.15.** **Proposer Representations**

Each proposer by making its proposal represents that:

**a.** The proposal document and requirements have been read and understood by the proposer.

**b.** The proposal is based upon the items described in the RFP documents and requirements without exceptions.

**c.** The proposal has been arrived at independently and is submitted without collusion.

**d.** The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.

**e.** No attempt has been made or will be made to induce any other person or firm not to submit a proposal.

**f.** In order for the Bid response to be complete the following forms need to be included:

i. Proposal Offer

ii. Attachment A – Company Information

iii. Attachment B – Affidavit of State Tax Compliance

iv. Attachment C – Certification of Non-Collusion

v. Attachment D – Brand Identity Guidelines

vi. Attachment E - University of Massachusetts Contract for Services (may be executed after award)
Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: **CL17-TH-0028**

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done; this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

**Company/Firm Name of Bidder:**

________________________________________

**Name of Signatory (Person signing below):**

________________________________________

**Contact Name:**

________________________________________

**Contact Telephone Number:**

________________________________________

**Contact Business Address:**

________________________________________

**Contact City and State:**

________________________________________

**Contact Email Address:**

________________________________________

**Authorized Signature:**

________________________________________

**Printed Name and Title:**

________________________________________

**Date of Offer:**

________________________________________

**Duration of Offer (minimum 90 Days):**

________________________________________
Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): ________________________________,

for (Name of Company/Firm): ____________________________________________,
whose principal place of business is located at:

Company Address: ______________________________________________________

Do hereby certify under the pains and penalties of perjury that the above mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature: ____________________________________________________

Printed Name: __________________________________________________________

Title: __________________________________________________________________

Date: __________________________________________________________________
Attachment C
CL17-TH-0028

Certification of Non-Collusion

Bidders are required to sign below and submit this form with their bid.

__________________________________________________________________________________

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, Club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal) and Date

(Name of business)

Signature Date: ____________________________________________
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The UMass Lowell Athletics’ Branding Guide is a resource for all members of UMass Lowell and the vendors who work with the University. It was designed to ensure consistent and appropriate use of UMass Lowell's Athletic marks. The guidelines included represent official University policy related to any and all graphic representation of UMass Lowell Athletics.

UMass Lowell must capture the affinity of fans, boosters, faculty, students, parents, student-athletes, coaches, staff and general public in order to be successful. While logos, colors, and typefaces are not the only elements of an institution's brand, they are its visual representation and commonly what individuals identify with first. To avoid brand confusion and integrity erosion, it is paramount an institution's marks and symbols are consistent.

All of the logo marks contained within the following pages were designed exclusively for the UMass Lowell Athletics Department and for those entities that have been given permission to use them. The guidelines apply to both printed and electronic forms of UMass Lowell Athletics' visual identity. Correct, consistent application of the images is the most crucial step in the branding process. It is imperative for our organization to protect our marks and visual identity as we continue to expand the reach of UMass Lowell Athletics.

For these reasons, the UMass Lowell Athletics identity has been systemized; removing confusion and strengthening the brand. An official font and numbering system has been adopted to create unity within the athletics department and build a recognizable brand.

We have created this guide to both accomplish the above goals and to make use of our marks and fonts convenient to those internal and external to our athletic department. Our goal is to reinforce consistent application of our brand elements as we continue to build upon the strength of the UMass Lowell brand. By providing the colors, logos, fonts and individual sport marks, we hope to make it more accessible and valuable to our partners.

Please address any questions regarding the content in this document, as well as any other issues regarding graphic standards and University messaging, to the UMass Lowell Athletics' External Operations Office.
OFFICIAL UMASS LOWELL ATHLETICS COLORS

Color is a fundamental component in establishing and communicating the UMass Lowell Athletics brand identity. Uses consistently in conjunction with the primary logo and wordmarks, the colors of the UMass Lowell Athletics brand evoke immediate recognition and response.

The colors we choose - as well as how those colors are combined with other design elements, work together to create a unique and compelling brand expression. The more consistently we use color, the more powerful our brand will become. A consistent color palette allows for instant team identification. Correct use of color will enhance the impact of the Athletics identity and differentiate the brand from the competitors.

THE COLOR PALETTE
The official colors for UMass Lowell Athletics are Royal Blue and White, with Red being used only as an accent color.

Color is an integral part of the UMass Lowell Athletics identity. To maintain recognition of the identity, use the color palette specified on the next page, recognizing the dominant color is River Hawk Blue. Accent colors are acceptable, but cannot dominate the page.

Due to limitations of digital printing process technology, consistent and accurate color reproduction shown in this manual cannot be assured. For accurate color representations, please refer to the Pantone Matching System (PMS) at www.pantone.com.

Please note: Pantone/CMYK/RGB/Hexadecimal values do not translate to all mediums and are not meant to be used in other applications such as for paint, screen-printing, thread colors, etc. Ultimately, please use your best judgement to match the color as closely as you can to River Hawk Blue.
COLOR PALETTE

**PRIMARY COLORS**

Color is one of the most important elements of the UMass Lowell Athletics brand identity. Blue and white are the official colors of UMass Lowell Athletics. Their breakdowns are shown in the pie chart.

**SECONDARY COLORS**

There are three secondary colors. Red may ONLY be used as an accent color, with the use being minimal.

**FABRIC COLORS**

BLUE (PMS 293 MATCH), WHITE, GRAY, BLACK, *RED (PANTONE 186) is an accent ink or accent fabric only.

---

**UMASS LOWELL BLUE**

Pantone (PMS) 293
CMYK: 100 / 57 / 0 / 2
RGB: 0 / 72 / 182
HTML: #000549F

**RED**

Pantone (PMS) 186
CMYK: 2 / 100 / 85 / 6
RGB: 206 / 17 / 38
HTML: #CF202F

**GRAPHITE**

Pantone Cool Gray 10C
CMYK: 0 / 0 / 4 / 53
RGB: 119 / 119 / 114
HTML: #8E8F8C

**BLACK**

Pantone Process Black C
CMYK: 0 / 0 / 0 / 100
RGB: 44 / 42 / 41
HTML: #2C2A29

**WHITE**

No Ink (Or Opaque White)
CMYK: 0 / 0 / 0 / 0
RGB: 255 / 255 / 255
HTML: #FFFFFF
TYPOGRAPHY

Typography is a powerful tool within our identity system that unites athletics. Typography plays an important role in communicating an overall tone. Careful use of typography reinforces our brand and ensures clarity and harmony in all athletics communications. To aid in creating a consistent look for a wide variety of athletics related communications, two typefaces are included in the identity package.

UPBOLTERS font is our custom athletics typeface. The letterforms are bold and athletic. Consistent use will enhance the overall identity, promote consistency across athletics and build equity in the athletics brand. There is no lowercase version. Do not try to “make” a lowercase version. Not intended for large bodies of copy; use of this font should be limited to no more than one sentence. The only typeface currently allowed with the athletics marks are those called out in this identity guide.

UPBOLTERS Italic Font:

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
TYPOGRAPHY

The secondary sans-serif typeface Frutiger is the primary typeface for the University and one that we will use in print and electronic applications.

Only variations of the font shown here may be used. Do not use outline, shadow versions, etc.

Frutiger - 55 Roman
ABCDEFGHIJKLMNOPQRSTUVWXYZ
cdefghijklmnopqrstuvwxyz
0123456789

Frutiger - 45 Light
ABCDEFGHIJKLMNOPQRSTUVWXYZ
cdefghijklmnopqrstuvwxyz
0123456789
PRIMARY IDENTITY

The UMass Lowell hawk logo is the primary representation of the Athletics brand and is used as the main identifying device. It is an instantly recognizable symbol representing UMass Lowell Athletics. Reinforcement of the primary identity will build equity in the brand.
PRIMARY IDENTITY

Color Variation

This logo can only be used in school color variations shown below:
SECONDARY IDENTITY

The UMass Lowell wordmarks are bold graphic treatments creating a clear, consistent and visually memorable identity. These custom wordmarks incorporate unique design elements in the body of the letterforms as well as bold serifs to create a powerful look that distinguishes UMass Lowell Athletic wordmarks from other schools. The wordmarks have been specially designed and cannot be created by typesetting the wording.
SECONDARY IDENTITY

Color Variation

This logo can only be used in school color variations shown below:
SECONDARY IDENTITY

The stand alone River Hawk head is UMass Lowell Athletics’ mascot logo. Although the River Hawk head design is unique to UMass Lowell and may be used by itself to represent UMass Lowell in certain situations, it is strongly preferred that the River Hawk head be used in conjunction with another secondary mark or approved text.
SECONDARY IDENTITY

No other River Hawk designs or variations are allowed as this will cause brand confusion and decrease the UMass Lowell brand equity. This mark can not be altered in any way.

Color Variation
This logo can only be used in school color variations shown below:
TERTIARY IDENTITY: SPORT SPECIFIC WORDMARKS

Sport specific wordmarks supply freshness and uniqueness to products when needed as well as represent specific university athletics programs. Sport specific wordmarks unify athletics and promote consistency across the brand by sharing a common visual language and hierarchy.

Each sport benefits from identification as part of UMass Lowell Athletics. Furthermore, the system communicates the diversity of the athletics program while building the core brand.
TERTIARY IDENTITY: SPORT SPECIFIC WORDMARKS

Color Variation

This logo can only be used in school color variations shown below:
Each Athletics team has their own paired team wordmark

Color Variation
These logos can only be used in previously mentioned color variations:
TERTIARY IDENTITY: SPORT SPECIFIC PRIMARY LOGOS

Sport specific primary logos supply freshness and uniqueness to products when needed as well as represent specific university athletics programs. Sport specific logos unify athletics and promote consistency across the brand by sharing a common visual language and hierarchy.

Each sport benefits from identification as part of UMass Lowell Athletics. Furthermore, the system communicates the diversity of the athletics program while building the core brand.
TERTIARY IDENTITY: SPORT SPECIFIC PRIMARY LOGOS

Color Variation

This logo can only be used in school color variations shown below:
TERTIARY IDENTITY: SPORT SPECIFIC PRIMARY LOGOS

Each Athletics team has their own paired team primary logo

Color Variation

These logos can only be used in previously mentioned color variations:
TERTIARY IDENTITY: SPORT SPECIFIC SECONDARY LOGOS

Sport specific secondary logos supply freshness and uniqueness to products when needed as well as represent specific university athletics programs. Sport specific logos unify athletics and promote consistency across the brand by sharing a common visual language and hierarchy.

Each sport benefits from identification as part of UMass Lowell Athletics. Furthermore, the system communicates the diversity of the athletics program while building the core brand.
TERTIARY IDENTITY: SPORT SPECIFIC SECONDARY LOGOS

Color Variation

This logo can only be used in school color variations shown below:
TERTIARY IDENTITY: SPORT SPECIFIC SECONDARY LOGOS

Each Athletics team has their own paired team secondary logo

Color Variation
These logos can only be used in previously mentioned color variations:
REFERENCES & RESOURCES

Any individual, organization or company wishing to use UMass Lowell Athletics logos must obtain the right to do so in writing from the university Trademark Licensing Director in conjunction with Public Relations & Marketing. All users of UMass Lowell’s logos must be licensed and shall be regulated by UMass Lowell’s Trademark Licensing Manager in conjunction with Public Relations & Marketing.

All images, logos, designs and other marks in this standards manual are trademarks owned by UMass Lowell. By accessing and using any of the images, logos, designs or marks in this standards manual, you are agreeing not to reproduce or otherwise use any of the images, logos, designs or marks, except in accordance with the terms of your contract with the University or as otherwise expressly permitted by an authorized University representative.

UMass Lowell Trademark Licensing exists to protect and promote the indicia (marks, names, logos) of UMass Lowell. Individuals, groups and organizations, both on and off campus, seeking to use the UMass Lowell indicia must have prior approval from UMass Lowell’s Trademark Licensing Manager in conjunction with Public Relations and Marketing.

David Curley
University of Massachusetts System
Director of Trademark and Licensing Administration
Campus Center, Room 920, One Campus Center Way
Amherst, Massachusetts 01003

Telephone: (413) 577-8125
Email: dpcurley@umass.edu
Website: www.umassauxiliaryservices.com/licensing
UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS

(P.O. No.) ___________________
(Bid No.) ___________________

This agreement is made, entered into, and effective on ______________ _________ by and between the University of Massachusetts, ____________ (Campus), (hereinafter called “University”), an agency of the Commonwealth of Massachusetts and

____________________________________________________________________________________,

(hereinafter called the “Contractor” and collectively the “Parties”).

This agreement (the “Contract”) is comprised of the following documents, listed in the order of precedence: (1) this Contract for Services Terms and Conditions; (2) any Contract Amendments, as identified in Section 2, below; and (3) any attached Scope of Services as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. Scope of Services. The Contractor agrees to perform the following services:

_______________________________________________________________________________________________________
_______________________________________________________________________________________________________
_______________________________________________________________________________________________________
or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. “Attachment A, Scope of Services, consisting of ‘n’ pages”). Only the Scope of Services specifically referenced in this Contract and signed by the Parties’ authorized representatives shall apply.

2. Contract Amendments. The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_________________________________________________________________________________________________

All amendments attached hereto must be specifically labeled (e.g. “Attachment B, Amendment No. 1, consisting of ‘n’ pages”).

3. Dates of Performance: From: ________________ To: ________________

(Start Date) (Completion Date)

4. Responsible University Official: The University Official exercising managerial and budgetary control for this Contract shall be:

______________________________________________________

(Name and Title)

5. Payment:
A. The University shall compensate the Contractor for the services rendered at the rate of $ ___________________ per ________________ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly ____,

Quarterly ____ , Other ____ (specify) __________________________

Payment will be made Quarterly if received Monthly, Other (specify)

D. Reimbursement for Travel and Other Contractor Expenses:

_____ All travel and meals are part of this Contract. No reimbursement will be made.

_____ Contractor will be reimbursed for pre-approved travel in an amount not to exceed $ ___________________.

Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

_____ Contractor will be reimbursed for OTHER expenses in an amount not to exceed $ ___________________.

OTHER Expenses shall be limited to:

Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
E. The total of all payments made against this Contract shall not exceed $______________________________.

F. The University’s payment terms are net thirty (30) days from the date of receipt of Contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

8. Compliance With Laws. Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

9. Independent Contractor Status. The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

10. Contractor’s Qualifications and Performance. In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Termination:

A. Without Cause. This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. With Cause. If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. Obligations in Event of Termination:

A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified
14. Political Activity Prohibited. The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. Title, Ownership. Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

16. Confidentiality/Privacy. The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.” Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

17. Assignment and Delegation. The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

18. Nondiscrimination in Employment. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.

19. Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. Choice of Law. This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

21. Forum Selection. The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such
23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.

25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties’ authorized representatives and in compliance with all other regulations and requirements of law.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

**To the University:**

**To the Contractor:**

_______________________________________________________________________________

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Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
(Campus)

 Sig: __________________________
Name: __________________________
Title: __________________________
(Authorized University Official)

 Sig: __________________________
Name: __________________________
Title: __________________________

 Sig: __________________________
Name: __________________________
Title: __________________________

 Sig: __________________________
Name: __________________________
Title: __________________________

CONTRACTOR
(Name)

 Sig: __________________________
Name: __________________________
Title: __________________________

 Sig: __________________________
Name: __________________________
Title: __________________________