



ALCORN STATE UNIVERSITY DEPARTMENT OF ATHLETICS | REQUEST FOR PROPOSALS
PROCUREMENT AND SPONSORSHIP OF ATHLETIC APPAREL, FOOTWEAR AND UNIFORMS FOR
ASU ATHLETICS
RFP#5461

SECTION 1. ADMINISTRATIVE OVERVIEW

1.1 Introduction

The following is a Request for Proposals (RFP) issued by Alcorn State University (hereinafter referred to as the "University" or "ASU") seeking proposals from experienced and qualified athletic apparel dealers to provide a full range of sports apparel, footwear and uniforms for ASU Department of Athletics.

1.2 RFP Organization

This RFP is organized into the following sections:

Section 1: Administrative Overview – Provides Contractors with general information on the objectives of this RFP, procurement schedule and procurement overview.

Section 2: Scope of Work – Provides Contractors with a general description of ASU, the tasks to be performed, outlines University and Contractor responsibilities, and defines deliverables.

Section 3: Proposal Requirements – Outlines the required format and content for the Contractor's proposal.

Section 4: Evaluation Criteria – Describes how proposals will be graded and evaluated by ASU.

1.3 Submission of Questions

Contractors may submit questions via email to ASU Athletics to mgeorge@alcorn.edu. The deadline for submission of questions is 5 p.m. CST on Friday, June 22, 2018. Any questions and their answers shall be published as an addendum.

1.4 Submission of Proposals

Contractors shall submit a clearly marked original proposal, plus three copies, and an electronic version on CD or USB drive, must be in pdf and Microsoft Word Format.

Proposals shall be received by the ASU Office of Procurement no later than 2:00 p.m. CST on Thursday, July 12, 2018, at which time a representative of the Office of Procurement will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract. Any proposal received after the date and time stated above shall be rejected. Proposals shall be mailed or delivered to:

Office of Procurement/Purchasing, WWACB 4th Floor
1000 ASU Drive
Alcorn State, MS 39096-7500

The outside cover of the package containing the proposal shall be marked: RFP – Sports Apparel submitted by (Name of Contractor).

1.5 Costs for Proposal Preparation Any costs associated with the preparing or submitting of proposals shall be the sole responsibility of the Contractor.

1.6 Disqualification of Proposals

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP and which demonstrate an understanding of the scope of work. Any proposals offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable Mississippi/Federal law.
- The proposal is conditional, incomplete or irregular in such a way to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to reject or accept award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is debarred or suspended.

1.7 Addenda to This RFP

ASU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and distributed. Contractors should be aware that their proposal, and addenda/amendments and qualifications and the best and final offer shall constitute the contract.

1.8 Rights to Award without discussion and Rights to Withhold Awarding of Contract

Contractors are advised that ASU may conduct discussions with contractors who submit proposals or qualifications determined to be reasonably susceptible of being selected for the award, but also may accept contractor offers without discussions. In addition, ASU reserves the right not to make award of this contract.

1.9 Final Contract

The University shall not be responsible for work done, even in good faith, prior to the University's execution of a final contract with the Contractor.

1.10 Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "Confidential" in any

proposal shall be honored as such, to the extent allowable under the Mississippi Public Records Act of 1983, as amended.

The University treats proposals as confidential until after the award is issued. At that time, they become subject to disclosure under the Mississippi Public Records Act of 1983, as amended.

1.11 Contract Invalidation If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

1.12 RFP Terms and Conditions

All proposals submitted under this RFP shall remain in effect for a period of ninety (90) days following the closing date to allow time for evaluation, approval and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting award and subsequent purchase orders.

1.13 Advertising

Terms of this RFP notwithstanding, in submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of ASU on a case-by-case basis, that it shall have no right to use, and shall not use, the name of Alcorn State University, its officials or employees, or the Seal of the University, A.) in any advertising, publicity, promotion; nor, B.) to express or imply any endorsement of the University's services; nor, C.) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (A) and (B) above, except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

1.14 Immunity from Liability

Every person who is party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from vendor's activities involving third parties and arising from any contact resulting from this Request for Proposal.

1.15 Prevailing Law

The terms and conditions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Mississippi.

1.16 Term of Contract

The initial contract period will be from the date of award, officially September 4, 2018 through June 30, 2023, with the option for a one or two-year extension not to exceed a total of seven years. This option will only be exercised based upon satisfactory performance and by mutual written consent of both parties.

The contract will commence upon issuance of a purchase order or completion of a contract award signed by both parties, plus receive approval from the Mississippi Department of Finance and Administration, Public Procurement Review Board (PPRD) and Mississippi Institute of Higher Learning.

1.17 Contract Cancellation

The University reserves the right to cancel the contract for any reason beneficial to the University, upon ninety (90) days written notice of the Contractor.

1.18 Contractor's Default/Termination of Contract

Written Notice – In the event the Contractor fails to perform in accordance with any of the terms, conditions or obligations of this agreement, the University shall notify the Contractor, in writing, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within seven (7) calendar days of Contractor's receipt of written notice from the University, the University may, at its discretion, terminate this agreement.

The University shall notify the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

1.19 Formation of Agreement and Award The response to this RFP will be considered an offer of contract. At its option, the University may take one of the following actions in order to form an agreement between the University and the selected respondent:

- A. Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.
- B. Because the University may use the alternative described above, each respondent should include in his or her written proposals all requirements, terms or conditions it may have and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- C. The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the interest of the University.
- D. Items will be contracted separately on an as-needed basis by the ASU Department of Athletics utilizing an authorized University purchase order or executed foundation purchase request. Any purchase orders/foundation requests issued as a result of this RFP will contain by reference all the specifications, terms and conditions in this RFP. The University's standard Purchase Order terms and conditions has been included for your review (See Appendix).
- E. The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

SECTION 2: SCOPE OF WORK

2.1 Background

Alcorn State University, a Historically Black College and University, is a comprehensive land-grant institution that celebrates a rich heritage with a diverse student and faculty population. Alcorn State is also a public institution, receiving primary funding from the state; however, it also seeks and receives support from private and federal sources, as well as tuition revenue. The University provides a comprehensive undergraduate curriculum, offering 29 baccalaureate degrees. The University emphasizes intellectual development and lifelong learning through the integration of diverse pedagogies, applied and basic research, cultural and professional programs, public service and outreach while providing access to globally competitive academic and research programs. Alcorn strives to prepare graduates who will be well-rounded future leaders of high character who will be competitive in the global marketplace of the 21st century

The main campus of Alcorn is located in Claiborne County, Mississippi, seven miles west of Lorman, seventeen miles southwest of Port Gibson, and about halfway between Vicksburg, to the north, and Natchez, to the south. The campus in Natchez is home to the School of Nursing and School of Business, and a variety of courses are offered at the Vicksburg

For more information on ASU, please visit <http://www.alcorn.edu>

For information on the ASU Department of Athletics, programs and sports, please visit <http://www.alcornsports.com>.

Alcorn State University boasts a rich tradition on the field, in the classroom and in the community! For over 90 years, the Braves have competed at the highest levels of the National Collegiate Athletic Association and the Southwestern Athletics Conference.

The Alcorn State University Braves boast 15 Conference Football Championships, 16 Men's and 11 Women's Conference Basketball Championships, 8 Men's and 4 Women's Tennis Conference Championships, 2 Softball Conference Tournaments, 2 Baseball Conference Championships, and 1 Women's Indoor Track and Field Conference Championship. No other Mississippi university has enjoyed the level of success Alcorn State University has achieved on the field and off the field, our student athletics are performing even better.

Alcorn State currently sponsors the following men's sports:

Football

Baseball

Men's Basketball

Men's Golf

Men's Soccer

Men's Tennis

Men's Cross Country

Men's Indoor/Outdoor Track

Alcorn State currently sponsors the following women's sports:

Women's Cross Country
Women's Indoor/Outdoor Track
Women's Basketball
Women's Soccer
Softball
Women's Tennis
Women's Golf

ASU also offers non-competing cheerleading to both male and female students.

2.3 Objectives

It is the intent of the University to enter into a multi-year agreement with a qualified and experienced local athletic apparel, footwear, and uniform dealer to procure a full range of sports uniforms and related apparel and shoes from one manufacturer or brand for all teams at the ASU Department of Athletics on an as-needed basis.

Note that the any agreement between ASU and the vendor will not cover equipment and supplies.

2.3 Vendor Qualifications

Selected vendor must maintain a business establishment with adequate inventories of the product offered, and must be capable of processing and shipping large numbers of various orders. Proposal will be accepted only from established authorized dealers and/or from manufacturer. Any vendor submitting a response hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all the quantities of the products required by the dealer in fulfillment of its obligation under any resultant contract with the University, and that the vendor will provide a certificate from the manufacturer acknowledging the authorization of the dealership. If vendor is found to be non-authorized, ASU reserves the right to reject vendor's bid. Vendors must submit with their proposal a copy of each referenced price list and catalog in effect on the date of the bid opening. A copy of said pricelist must be supplied before an award can be made.

Vendors are required to furnish to the University, upon request and without charge, catalog(s) and price lists related to the products that will be available to ASU under any subsequent award. Selected vendor must be able to provide stock items, which are considered products available for ordering at any time throughout the life of the contract. The vendor MUST deliver all stock items within four (4) weeks of receipt of an order. The vendor must identify their policy for a stock item exchange (i.e., size) and any restrictions to the exchange policy.

Selected vendor must also be able to provide custom items, or products fashioned to the buyer's specification that could have sport specific production periods. Manufacturers refer to these production periods as their "production window." The vendor must identify minimum quantity order for custom item orders. The vendor must deliver all custom items within eight (8) weeks of receipt of order, six weeks (6) for modified stock/custom items. Contractor MUST furnish all quantities actually ordered within the specified time frame. If the vendor fails to provide the items or quantities ordered and on time, ASU reserves the right to purchase those items from other vendors outside the contract.

2.4 Historical Data

For bidder's reference, ASU annually purchases over 5,000 pieces of clothing (uniforms, practice gear, socks, sideline apparel, hats, and shoes) for approximately 350 student-athletes in our 17 intercollegiate sports programs, as well as for athletic administration. Data is provided for informational purposes ONLY and annual numbers will vary.

2.5 Pricing

Pricing shall be based on discount off current published manufacturer's list price, FOB destination. Bidder's pricing shall remain constant through the term of the contract. The awarded vendor may update the manufacturer's price list during the contract period on the anniversary date or as issued by the manufacturer to reflect new products, supplier's price changes, deletion of discontinued products, etc. However, all percentage discounts bid shall remain firm (or increase) for the duration of the contract. Supplier shall provide University with copies of price list as issued by manufacturer and as requested by the University. Contract prices may increase or decrease during the contract period in accordance with changes made by the manufacturer in their established nationally distributed price list or published catalog. Catalog or price lists may indicate changes, but the percentage discount originally accepted for award shall not be decreased.

New products will be considered for inclusion provided they are pertinent to the award description and offered to the University at the same terms and conditions as in the original bid and at pricing or discount deemed to be reasonable and in the best interests of the University.

SECTION 3: PROPOSAL REQUIREMENTS

3.1 Response Requirements

All proposals must include a point-by-point response to this RFP, with special attention to Section 3.2 and include as much detail as possible. Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for comparison, may be disregarded and considered unresponsive.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as noncompliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

3.2 Specific Response Requirements

Provide responses on separate sheets of paper following the sequence below.

- A. Name and address of your location, or the location of the branch that would be serving ASU.
- B. Successful respondent will have at least five (5) years of experience in selling collegiate team uniforms and related apparel. How long has your company been in this business? Has it been your primary business focus? Explain.
- C. It is ASU's intent and desire to maintain a standardize one line of apparel from a major athletic apparel manufacturer. Describe in detail your relationship with the manufacturer you would represent in this contract, including the length and nature of your business relationship, status as a local dealer for the manufacturer, level of support both you and ASU can expect from the manufacturer, and any other information you deem would be of interest to ASU. Submit with your proposal a copy of each relevant catalog in effect on the date of bid opening.
- D. ASU will require the following as minimum service capabilities. Confirm the manufacturer's ability in all four areas.
 - a. Company shall be able to provide three different levels of uniforms (stock, modified, custom)
 - b. Company shall be able to provide men's and women's cuts in apparel and uniforms
 - c. Company shall be able to provide tall and large (Big & Tall) sizes in apparel and uniforms
 - d. Company shall be able to provide all footwear in standard sizes as well as large/wide sizes
- E. All apparel and uniforms shall bear the same manufacturer's trademark per NCAA apparel guidelines.
- F. All apparel purchased under any subsequent contract award shall be procured in accordance and conformity to the Federal Fair Labor Standards Act. Verify in writing that both you and the manufacturer shall abide by the terms, conditions and requirements of this law while conducting business under this contract.
- G. Provide a list of three (3) similar organizations where such services are currently provided, with emphasis on colleges and universities. Give name, address, and phone number of contact person at each location. Please describe the length of time and estimated total annual sales at each location.
- H. Provide a list of accounts, emphasis on university or college, where services were terminated for any reason.
- I. ASU will require onsite services such as measuring. Verify that your company is capable of and experienced with providing such services.

J. Verify that your company is capable and experienced with providing custom screen printing and embroidery.

K. It shall be the responsibility of you as the local dealer to coordinate all deliveries with the manufacturer to ensure that all items are delivered to ASU in a timely manner. ASU understands our responsibility to meet ordering deadlines set by the contractor and vendor. Please provide details on ordering lead times, logistics, etc.

L. Provide in detail any policies that ASU should be aware of when evaluating responses, such as return or exchange policies, minimum orders policies, etc.

M. ASU will purchase items from the resulting contract with University Purchase Orders or with departmental procurement cards (credit cards). Reply with your understanding of this policy and your company's ability to accept both types of payment.

N. ASU would be interested in considering additional financial incentives, along with the offered discount pricing structure, if offered by the manufacturer. Examples are presented below. These are suggestions only and are not presented to restrict or exclude other similar incentives. Respondents and their manufacturers are encouraged to offer other incentives in which ASU may be interested.

- a. Signing Bonus

- b. Contract "Kickoff" Bonus (Special rates or offers for the first season for select teams)

- i. May include comped uniform sets during the initial contract year

- c. Incentive Bonuses tied to annual business thresholds

- d. Incentive bonuses tied to performance achievements (i.e., Coach of the Year, reaching postseason tournaments, winning championships)

- e. Annual allotment of money to be used for comp goods

Please use a separate sheet of paper, as necessary, with type, structure and value of the incentives, and indicate whether the incentives, if accepted by ASU, shall be in the form of cash or merchandise.

Provide any additional information you feel may be pertinent for ASU to know when evaluating proposals, such as value added or unique services.

ASU is seeking a direct relationship with a "Vendor" rather than a team dealer. Although, ASU understands that sometimes it is necessary to use team dealers for fulfillment purposes.

Please provide a proposed contract for services you are providing. Any proposed contract in response to this RFP should include or comply with the provisions in the Contract Addendum (See Attachment A)

SECTION 4: EVALUATION CRITERIA

Evaluation – The award of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation. The award shall be made to the most responsive bidder offering the best value as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. The University will include in its evaluation: proposals, references and interviews. All proposals will be evaluated by a committee, which will use the specific criteria listed below.

Evaluation Criteria

1. **Qualifications and Experience** (30 points)
 - a. Prior experience with college or university athletic uniforms and apparel services
 - b. References
 - c. General qualifications and experience as they relate to compliance with Mississippi contracting statutes and regulations, including ethics.
2. **Ability to Perform** (25 points)
 - a. Company's demonstrated ability to effectively perform the specified work
 - b. Company's ability to provide uniforms, apparel, shoes and services to all 13 ASU teams, auxiliaries, and administration
 - c. Quality of company's relationship with manufacturer
 - d. Company's proximity to ASU campus for onsite services
 - e. Value added services
3. **Price/Cost Structure** (35 points)
 - a. Pricing – See Attachment A
 - b. Other financial considerations – See 3.2 and Attachment B
4. **Review of References** (10 Points)

Supplemental Information: As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

The University will include in its evaluation: proposals, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

APPENDIX I – REFERENCES

Proposals should include references from institutions of similar or the same size where your organization has provided services similar to those being requested by ASU. References may be checked electronically. Email addresses are a mandatory requirement.

REFERENCE A

NAME OF FIRM: _____
ADDRESS: _____
CITY, STATE: _____
ZIP CODE: _____
TELEPHONE: _____
CONTACT NAME: _____
EMAIL ADDRESS: _____

REFERENCE B

NAME OF FIRM: _____
ADDRESS: _____
CITY, STATE: _____
ZIP CODE: _____
TELEPHONE: _____
CONTACT NAME: _____
EMAIL ADDRESS: _____

REFERENCE C

NAME OF FIRM: _____
ADDRESS: _____
CITY, STATE: _____
ZIP CODE: _____
TELEPHONE: _____
CONTACT NAME: _____
EMAIL ADDRESS: _____

ATTACHMENT A – OFFICIAL PRICING SCHEDULE

All purchase prices shall be based on discount off manufacturer's list price, current issue and shall include all freight charges for standard delivery to ASU, FOB to the University. All deliveries will be made to the ASU Department of Athletics' Equipment Coordinator at Whitney Complex

Manufacturer Name/Brand: _____

Title and Date of Applicable Catalog: _____

Applicable Pages of Catalog: _____

Date of pricelist discount applied to: _____

Stock Items, Apparel: _____ %

Stock Items, Practice Gear: _____ %

Footwear: _____ %

Custom Items: _____ %

(May include tackle twill, embroidery or screening)

Modified Custom Apparel Items: _____ %

Company Name: _____

Signature: _____

Remember use a separate sealed envelope to offer submit Pricing and additional financial incentives as mentioned in Section 3.2 (N)

ATTACHMENT B – CORPORATE SPONSORSHIP

ASU has a desire to pursue a corporate sponsorship with the selected dealer and/or manufacturer.

A corporate sponsorship may be in the form of some agreement where the University would exchange monetary payments for some combination of tickets, advertising, media exposure, and marketing opportunities. It may be in the form of some annual rebate for goods and services based on volume of business.

The flexibility of such an agreement as well as details of the scope and nature of such a corporate sponsorship, including amount, type, and value of ASU inventory, and how that value will be applied, will be some of the topics in possible subsequent negotiations with the selected dealer and/or manufacturer.

If an agreement can be reached, the selected dealer and/or manufacturer will have the opportunity to be named as the “Official Corporate Sponsor of Alcorn State Athletics,” to take advantage of the promotion and marketing potential as a result of the ever-increasing exposure of the ASU Department of Athletics programs at the state, regional and national levels.



Apparel RFP Process

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