



Please run the following notice on **Wednesday, January 10, 2024 and Wednesday, January 17, 2024** in the Legal Advertisement of THE BOLIVAR BULLET. Please send this office the Proof of Publication for our records.

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## **REQUEST FOR PROPOSALS**

Delta State University will accept sealed proposals until 2:00 pm CST on Wednesday, January 31, 2024, and shortly thereafter, publicly opened for the purpose of the following:

### **Athletics Apparel**

Detail specifications may be obtained by contacting Mechelle Jones at (662) 846-4046, [mdjones@deltastate.edu](mailto:mdjones@deltastate.edu), Delta State University, Cleveland, MS or on our website [www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/](http://www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/). Interested vendors shall submit their proposals in a sealed package. Delta State University reserves the right to reject any/or all bids. **All proposals received after the 2:00 pm CST deadline will be returned unopened.**

Address the package as follows and submit to:

Delta State University  
Office of Procurement & Auxiliary Services  
1003 W. Sunflower Road  
Cleveland, MS 38733

In the lower left-hand corner of the package, write the following:

**Proposal – DO NOT OPEN**  
**Athletics Apparel**  
**RFP DSU05-2024**



# DSU ATHLETICS

## REQUEST FOR PROPOSALS

Procurement and Sponsorship of  
Athletic Apparel, Footwear and Uniforms  
for Delta State University Athletics



**DELTA STATE UNIVERSITY DEPARTMENT OF ATHLETICS | REQUEST FOR PROPOSALS**  
PROCUREMENT AND SPONSORSHIP OF ATHLETIC APPAREL, FOOTWEAR AND UNIFORMS FOR  
DSU ATHLETICS

**SECTION 1. ADMINISTRATIVE OVERVIEW**

**1.1 Introduction**

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

**1.3 Submission of Questions**

Contractors may submit questions via email to the Office of Procurement & Auxiliary Services to Mechelle Jones at [mdjones@deltastate.edu](mailto:mdjones@deltastate.edu). The deadline for submission of questions is 5 p.m. CST on Friday, January 26, 2024. 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 electronic version on USB drive.

Proposals shall be received by the DSU Office of Procurement no later than 2:00 p.m. CST on Wednesday January 31, 2024, 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:

Delta State University  
Office of Procurement  
Kent Wyatt Hall 221  
1003 West Sunflower Road  
Cleveland, MS 38733

The outside cover of the package containing the proposal shall be marked: RFP DSU05-2024 - Athletics 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 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**

DSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and distributed.

### **1.8 Right to Withhold Awarding of Contract**

Contractors are advised that DSU reserves the right not to make award of this contract.

### **1.9 Final Contract**

DSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and distributed.

### **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**

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 DSU on a case-by-case basis, that it shall have no right to use, and shall not use, the name of Delta 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 July 1, 2024, through June 30, 2029, 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.

### **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 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 DSU Department of Athletics, utilizing an authorized university purchase order or executed foundation purchase request. Any purchase orders/foundation requests issued because 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 TWO: SCOPE OF WORK**

### **2.1 Background**

Delta State is 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 12 baccalaureate degrees in 42 majors. It also seeks to meet the need for advanced training in certain fields by providing programs of study for eight master's degrees, the Educational Specialist degree, and the Doctor of Education degree.

Serving as the cultural and educational center of the region, Delta State University is in Cleveland. The Mississippi Delta, a 20-county, northwestern region, rich in various ethnic and cultural groups, provides approximately 76 percent of the University's enrollment. Nearly 15 percent of the students attend from other parts of the state, while almost 10 percent of the students reside outside the state. Accordingly, the University identifies the Delta as its primary public service region, while acknowledging the importance of research and service that also benefits the state and nation.

For more information on DSU, please visit <http://deltastate.edu>.

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

Delta State University boasts a rich tradition on the field, in the classroom, and in the community! For over 80 years, the Statesmen and Lady Statesmen have competed at the highest levels of the National Collegiate Athletic Association and the Gulf South Conference.

The Delta State University Statesmen and Lady Statesmen boast fourteen national championships, 37 regional championships, and 69 conference titles in their storied history. In over 90 years of competition, no other Mississippi university has enjoyed the level of success Delta State University has achieved on the field.

The Lady Statesmen have claimed six national titles in women's basketball in the program's illustrious history. Margaret Wade guided the Lady Statesmen to the first three-peat in women's intercollegiate basketball in the mid-1970s. Lloyd Clark would pick up where Wade left off, guiding DSU to three NCAA Division II crowns from 1989-1992.

In 2004, Mike Kinnison, a former All-American shortstop turned Statesmen skipper, directed Delta State's baseball program to its first NCAA Division II National Championship after coach Dave "Boo" Ferriss and coach Bill Marchant had paved the way.

The Statesmen football program reached the "higher ground" in 2000, as former coach Steve Campbell directed the program to the national title with a victory over Bloomsburg at Braly Municipal Stadium in Florence, Ala.



Justin Whitaker in 2002 wrote his name forever in the collegiate record books with Delta State's first-ever swimming and diving individual national championship in the backstroke. Emanuel Fava gave DSU its second swimming national championship in 2020, this time in the 200 Individual Medley. Fava repeated in 2021 with a second straight IM national title.

Lucia Martelli claimed the first women's individual national championship in 2021, winning the 100 butterfly. Giulio Brugnani was the third men's swimmer to claim a national championship after winning the 100-yard backstroke in 2021. Celeste Turner received the second individual championship for the Lady Statesmen with a victory in the 200-yard butterfly in 2021.

Championships are not just won on the field, but they are earned in the classroom as well. In the history of the CoSIDA Academic All-American Program, Delta State University has earned 49 total NCAA Division II Academic All-American honors. Statesmen baseball ranks eighth all-time with 23.

#### **MISSISSIPPI'S NATIONAL CHAMPIONSHIPS (All Divisions)**

- 14 - Delta State University
- 5 - University of Mississippi
- 3 - Belhaven University
- 2 - University of Southern Mississippi
- 1 - Mississippi State University
- 1 - Mississippi University for Women

## **2.2 Sport Sponsorship**

Delta State currently sponsors the following men's sports:

- Football
- Baseball
- Men's Basketball
- Men's Golf
- Men's Soccer
- Men's Swimming & Diving
- Men's Tennis

Delta State currently sponsors the following women's sports:

- Women's Cross Country
- Women's Basketball
- Women's Soccer
- Women's Swimming & Diving
- Softball
- Women's Tennis

DSU also offers non-competing cheerleading to both male and female students. Future sport considerations include women's golf and women's volleyball.

### **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 DSU Department of Athletics on an as-needed basis.

Note that the pending agreement between DSU and the vendor will not cover equipment and supplies.

### **2.4 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. Proposals will be accepted only from established authorized dealers and/or manufacturers. 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 the vendor is found to be unauthorized, DSU reserves the right to reject vendor's bid.

Vendors a copy of each reference price list and catalog in effect on the date of the bid opening with their proposal. A copy of this pricelist must be supplied before an award can be made.

Vendors are required to furnish, upon request and without charge, catalog(s) and price lists related to the products that will be available to DSU 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 amounts for custom item orders. The vendor must deliver all custom items within eight (8) weeks of receipt of order and within six weeks (6) for modified stock/custom items.

Contractor **MUST** furnish all quantities ordered within the specified time frame. If the vendor fails to provide the items or quantities ordered and on time, DSU reserves the right to purchase those items from other vendors outside the contract.

## **2.5 Historical Data**

For bidder's reference, DSU annually purchases over 5,000 pieces of clothing (uniforms, practice gear, socks, sideline apparel, hats, and shoes) for approximately 400 student-athletes and coaches in our 14 sports programs, as well as for athletic administration. Data is provided for informational purposes ONLY and annual numbers may vary.

## **2.6 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 the 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 THREE: PROPOSAL REQUIREMENTS**

### **3.1 Response Requirement**

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 pages following the sequence below.

- A. Name and address of your location, or the location of the branch that would be serving DSU.
- 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 business? Has it been your primary business focus? Explain.
- C. It is DSU's intent and desire to maintain a standardized 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 DSU can expect from the manufacturer, and any other information you deem of interest to DSU. Submit a copy of each relevant catalog in effect on the date of bid opening with your proposal.
- D. DSU will require the following as minimum service capabilities. Confirm the manufacturer's ability in all four areas.
  - a. Company must be able to provide three different levels of uniforms (stock, modified, custom).
  - b. Company must be able to provide men and women's cuts in apparel and uniforms.
  - c. Company must be able to provide tall and large (big and tall) sizes in apparel and uniform.
  - d. Company must be able to provide all footwear in standard sizes as well as large/wide sizes.
- E. All apparel and uniforms shall bear the same name as the manufacturer's trademark per NCAA guidelines.
- F. All apparel purchased under any subsequent contract award must be procured in accordance and conformity to the Federal Fair Labor Standards Act. Vendor must verify in writing that both it and manufacturer will 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. Also, provide the name, address, and phone number of contact person at each location. Lastly, describe the length of time and estimated total annual sales at each location.
- H. Provide a list of accounts, with emphasis on colleges and universities, where services were terminated for any reason.
- I. DSU will require onsite services, such as sizing, tailoring etc. Please verify that your company is capable and experienced with these services.

- J. Confirm your company is capable and experienced with providing custom screen printing and embroidery.
- K. The vendor, as the local dealer, will be responsible for coordinating all deliveries with manufacturer to ensure that all items are delivered to DSU in a timely manner. DSU understands our responsibility will be to adhere to ordering deadlines set by the contractor and vendor. Please provide details on ordering lead times, logistics, etc.
- L. Provide in detail any policies that DSU should be aware of when evaluating responses, such as return or exchange policies, minimum orders policies, etc.
- M. DSU will purchase items from the resulting contract with purchase orders or procurement cards. Reply with your understanding of this policy and your company's ability to accept both forms of payment.
- N. DSU 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 manufacturer are encouraged to offer other incentives in which DSU may be interested.
  - a. Prefers to maintain BSN Sports as facilitator of contract. This is not a requirement, however.
  - b. Signing bonuses.
  - c. Contract "Kick-off Bonus" (Special rates or offers for the first season for select teams)
    - i. May include complimentary uniform sets during the initial contract year.
  - d. Complimentary goods or funds to the athletic program.
  - e. Incentive bonuses tied to performance achievements (i.e., Coach of the Year, reaching post-season tournaments, winning championships, etc.)
  - f. Rebate program that meets or exceeds our current contract rate.
  - g. Sponsorships, including but not limited to scholarships, advertising, unrestricted donations, and funds for athletic facility improvements.

Please provide a designated section to describe the type, structure, and value of the incentives and indicate whether the incentive, if accepted by Delta State University, will be in the form of cash or merchandise.

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

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 FOUR: EVALUATION CRITERIA**

Evaluation – The award of this RFP will be based upon comprehensive review and analysis of all proposals by the RFP committee, and the 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 will be made to the most responsive bidder, offering the best value, 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 athletic uniforms and apparel services.
- b. References
- c. General qualifications and experience, as they relate to compliance with Mississippi contracting statutes and regulation, including ethics.

#### **2. Ability to Perform (30 Points)**

- a. Company's demonstrated ability effectively perform the specified work.
- b. Company's ability to provide uniforms, apparel, shoes, and services to all fourteen DSU teams, auxiliaries, and administration.
- c. Quality of company's relationship with manufacturer.
- d. Company's proximity to DSU campus for onsite services.
- e. Value added services.

#### **3. Cost Structure (30 Points)**

- a. Pricing – See Attachment A
- b. Other financial considerations
- c. Other financial considerations – See 3.2 and Attachment B

#### **4. Review of References (10 Points)**

**Supplemental Information:** As part of weighted average review, the University 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 specific terms and conditions to be included in the agreement. The University will be the sole judge of suitability of the proposed agreement.

## **APPENDIX I – REFERENCE**

Proposals should include references from institutions of similar or the same size where your organization has provided services like those being requested by DSU. References may be checked electronically. Email addresses are 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 must be based on discount off manufacturer's list price, current issue and must include all freight charges for standard delivery to DSU, FOB to the University. All deliveries will be made to the DSU Athletics Department's Athletic Business Administrator at Chadwick-Dickson Fieldhouse.

Manufacturer Name/Brand: \_\_\_\_\_

Title and Date of Applicable Catalog: \_\_\_\_\_

Applicable Pages of Catalog: \_\_\_\_\_

Date of Price List 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: \_\_\_\_\_