



REQUEST FOR PROPOSAL 18-013

Athletic Apparel

Issue RFP: Friday December 1, 2017

Proposals Due: Thursday, January 11, 2018
2:00 PM Central Time

Selection of Vendor: Wednesday, February 28, 2018 or sooner

Table of Contents
Troy University

Request for Proposal
Athletic Apparel

| | |
|---|----|
| 1. Calendar of Events..... | 3 |
| 2. Evaluation Criteria..... | 4 |
| 3. Request for Proposal Introduction and Bidder Instructions..... | 5 |
| 4. Proposal Format..... | 11 |
| 5. Scope of Services..... | 12 |

Calendar of Events

Troy University

Request for Proposal

Athletic Apparel

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| December 1, 2017 | Issue RFP |
| December 12, 2017 | Questions on RFP due (in writing to tonyf@troy.edu & bids@troy.edu) |
| December 15, 2017 | Response from Troy to questions submitted |
| January 11, 2018 | Proposals due by 2:00 PM (Central Time): Mrs. Jessica Hasson, Purchasing and Asset Management 211 Wright Hall Troy, AL 36082 |
| February 28, 2018 | Selection of Vendor (If decision is made to award contract) |
| June 1, 2018 | Contract commencement |

****Please Note**** this schedule is subject to change. In the event the schedule does change, all Contractors will be notified by addendum, which will become part of the proposal.

Evaluation Criteria

Troy University

Request for Proposal

Athletic Apparel

All responses will be evaluated by Troy University staff. Our evaluation will be based upon the vendor's ability to meet Troy University's requirements and needs outlines herein. Each proposal will be evaluated against specifications outlined in this RFP. In addition to the price, the following will be considered:

1. Contractor's record of performance and service in higher education
2. Contractor's conformance to the RFP's specifications, requirements, terms, conditions and provisions
3. The general reputation of the firm
4. The quality of the products
5. The qualifications of the personnel assigned to work on the project
6. The ability to comply with the scope of services given in a timely manner
7. The bidder's functionality, performance, flexibility, and ability to meet Troy University's needs and timetable

Request for Proposal

Introduction & Bidder Instructions

Troy University
Athletic Apparel

1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms in order to establish an athletic apparel company to provide products and services for Troy University Athletics (hereinafter Troy University, TROY, University, or Athletics).

2. Commitment of the University

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

3. Issuing Office

This RFP is being issued by and sealed proposals are to be submitted to:

Mrs. Jessica Hasson
Purchasing and Asset Management
211 Wright Hall
Troy University
Troy, AL 36082

4. Form of Contract

The successful bidder shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor's proposal in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the University and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

The contract shall be construed according to the laws of the State of Alabama. Any legal proceedings against the University regarding this RFP, or any resultant contract, shall be brought in the County of Pike, State of Alabama, administrative or judicial.

5. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

6. Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until it has been executed by TROY and a copy of such fully executed contract is deliverable to the Contractor.

The contract shall be for a term of one (1) year with four (4) optional one (1) year renewals, for a total of five (5) years.

7. Contract Requirements

PERFORMANCE BONDS:

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond is a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. **The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed.** The performance bond should be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order. Please, do not submit a bid response if you are unwilling or unable to provide a performance bond.

VENDOR DISCLOSURE FORMS:

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and electric services, where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. A new vendor disclosure statement is required for each purchase in excess of \$5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment.

8. Examination of RFP Document

The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services. Interested bidder(s) may contact Tony Ferrante, Senior Associate Director of

Athletics, between December 1, 2017 and December 12, 2017 for any required clarifications. All questions will be answered by December 15, 2017. **Questions should be submitted in writing to:**

Tony Ferrante
Senior Associate Director of Athletics
tonyf@troy.edu

&

Jessica Hasson
Purchasing & Asset Management Specialist
bids@troy.edu

Bidder must submit an original and seven (7) copies of the proposal.

Sealed proposals will be received until 2:00 PM Central Time on January 11, 2018 at which time bids will be publicly opened. Proposals received after the time and date specified above will not be considered; but will be maintained in the Purchasing Department.

Sealed Proposals should be mailed and/or delivered to:

Troy University
Mrs. Jessica Hasson
Purchasing and Asset Management
211 Wright Hall
Troy, AL 36082

The outside cover should be clearly marked as:

Athletic Apparel
RFP # 18-013
Name of Company
2:00 PM / January 11, 2018

9. Proposal Addenda and Rule for Withdrawal

Prior to the deadline date specified for receipt of proposals, a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.

Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain valid for six (6) months after the proposal due date.

10. Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing to:

Troy University
Mrs. Jessica Hasson
Purchasing and Asset Management
211 Wright Hall
Troy, AL 36082
Attention: Athletic Apparel RFP

Any such requests for interpretation or correction must be received at least ten (10) days prior to the last day for submitting proposals in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail, email or fax to all bidders no later than five (5) working days prior to the last day for submitting proposals.

11. Rejection of Non-Responsive Proposals

Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. TROY may reject proposals considered non-responsive.

12. Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University, unless confirmed in writing by Mrs. Jessica Hasson.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.

13. Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The contract may be terminated by the University if determined that gratuities of any kind were either offered to, or received by, any official or employee of the University from the potential bidder, his agent, or employees.

14. Restrictions on Communicating with University Staff

From the issue date of the RFP, until a Contractor is selected and selection is announced, bidders are not allowed to communicate with any University staff except:

1. Mr. Tony Ferrante
2. The Purchasing Department
3. Via written questions as provided in Paragraph 10

The University shall reserve the right to reject a proposal for violation of this provision.

15. RFP Addenda

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective bidders. Failure to acknowledge receipt of addenda with your bid submission may result in the proposal not being considered.

16. Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services provided under this Agreement.

17. Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

TROY's financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon TROY actually receiving from the State of Alabama an appropriation in sufficient amount so as to allow TROY to meet its financial obligations. Such determination shall be made solely by TROY and such determination shall be final and binding upon both parties. If at any time TROY shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event TROY shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

18. Trade Secrets and Propriety Information

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, donor information, faculty data, student data, staff data, operating manuals, software programs and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

All student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate that security mechanisms are in place to protect against data loss or security breaches. Additionally, the successful vendor must acknowledge that they fully understand and follow security best practices in the vendor's operations and provide a written statement of compliance on an annual basis to the University. All HE (Higher Education) Regulatory Requirements should be adhered to, TROY's security team will review the adherence using HECVAT (Higher Education Cloud Vendor Assessment Tool).

19. Assignment

This Agreement, or any portion thereof, may not be assigned by either party without the written consent of the other.

20. Catastrophe

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

21. Severability

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Amendments to Agreement

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

23. Entire Agreement

This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

24. Litigation

This Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

Proposal Format

Troy University
Athletic Apparel

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The University will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this type of project will be evaluated. Proposals must present the following information. Seven copies should be included, the original should not be bound.

Section A: Company Profile- A brief narrative describing the company's history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business and relevant experience and benefit(s) TROY will receive through contracting with the firm.

The University desires a listing of all higher education institutions served. In addition at least three account references from this list should be included that contains liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services.

Section B: Provide information on how products are ordered, an overview of your website (if applicable), catalog information, etc. The contractor should describe their ability to provide timely delivery of products and delivery methods used in this section.

Section C: Pricing method for all products and services, shipping/carrier fees, implementation fees, screen printing fees, licensing fees, and ANY additional fees that could potentially be charged. All discounts, promotions, and incentives should be disclosed within this section.

Section D: Sales representative information should be provided within this section. The University seeks personalized service and individual attention provided by a designated sales representative. Explain how/ways the sales representative will provide service to TROY and their qualifications.

Section D: Exceptions to RPF- The Contractor must address any and all exceptions to the RFP. These should be referenced by subsection.

Section E: Acknowledgement of Amendment or Addendum to RFP- Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a copy in the bidders' proposal.

Section F: Propriety Information- After the award of the contract, all proposals will be open for public inspection. Trade secrets, test data, and similar proprietary information will remain confidential, provided such material is clearly marked and notated in this section (list of confidential information and the page number that the data is on). However, net cost information will not be considered confidential.

Scope of Services

Troy University
Athletic Apparel

The Troy University Department of Athletics is pursuing a department wide apparel agreement for all sport/team purchases. It is our view that a benefit would be realized through a manufacturer direct purchasing relationship for sports apparel, footwear, and related sports accessories for the sixteen (16) sports currently being sponsored by Troy University. Presently the sixteen sponsored sports are as follows:

Men

Baseball
Basketball
Cross Country
Football
Golf
Tennis
Track, Outdoor

Women

Basketball
Cross Country
Golf
Soccer
Softball
Tennis
Track, Indoor
Track, Outdoor
Volleyball

This RFP will be awarded on **all or none** basis for the Troy University Department of Athletics. Below is a list of required stipulations that must be included for contract to be considered valid:

1. Sports apparel, footwear, and related accessories for Cheerleading, Sports Medicine, Strength and Conditioning, and all administrative aspects of the department should also be considered in the response to this RFP.
2. Consideration will be given to pricing, quality of products, ability to provide timely delivery of products, and the other evaluation factors listed on page 4.
3. A *manufacturer direct* purchasing relationship is a requirement in the response to this RFP.
4. Any newly awarded vendor will need to provide the Troy University Department of Athletics with an acceptable amount of practice gear (apparel and footwear), and a complete set of home and road uniforms for all sports at the vendor's expense as part of the initial contract. A phase in option is not desired. Inability to comply with this requirement needs to be addressed in Section D of your response.
5. Ability to provide embellished items including, but not limited to, t-shirts, polo's, shorts, and headwear with approved Troy University marks.
6. Vendor must have the ability to provide products (uniforms, apparel, accessories) in appropriate school colors that include cardinal (PMS 202) and gray.
7. Post season and coaching honor incentives are a requirement in the response to this RFP.
8. All discounts, percentages and special promotions subject to this RFP should be disclosed in section C of the manufacturer's proposal.