REQUEST FOR PROPOSAL
Athletic Team Apparel

Wayne State College
Department of Intercollegiate Athletics
1111 Main Street
Wayne, NE 68787

Release Date:	April 3, 2017
Proposal Due Date:	April 20, 2017, 1:00 p.m. CDT
Contract Award Date:	May 22, 2017
Effective Date:	July 1, 2017

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REQUEST FOR PROPOSAL
NOTICE

The Board of Trustees of the Nebraska State Colleges, dba Wayne State College (WSC), Wayne, Nebraska, will receive responses to a Request for Proposal (RFP) in the form of sealed bids for Under Armour athletic team apparel for the Wayne State College Department of Intercollegiate Athletics until **Thursday, April 20, 2017, 1:00 p.m. Central Daylight Time (CDT).** No exceptions will be granted, response date is firm.

Proposals will be publicly opened and read aloud on **Thursday, April 20, 2017, 2:00 p.m. (CDT)** in Room 201D, Hahn Administration Building.

Proposals shall be clearly identified as **Athletic Team Apparel.** Two (2) copies of your Proposal (one must be marked Original) should be forwarded to Wayne State College. Fax and email Proposals will not be accepted.

If using the U.S. Postal Service, FedEx, United Parcel Service (UPS), etc., please use the address below.

Athletic Team Apparel – Bid #16/17-06
Wayne State College
Accounting Office
Hahn Administration Building, Room #303C
1111 Main Street
Wayne, NE 68787

In the event of any inconsistencies, the language contained in the original RFP shall govern.

Proposals will be evaluated and the successful vendor will be determined and approved by WSC. WSC reserves the right to reject any or all Proposals, waive informalities, and to select the vendor, benefits, and services that best meet the needs of WSC.

Inquiries or clarification requests should be directed by e-mail to the following contact, no later than one week prior to closing.

Mike Powicki, Director of Intercollegiate Athletics
mipowic1@wsc.edu

Responses to inquiries and clarification requests will be issued in writing to all interested parties.

RFP forms can be obtained online at https://www.wsc.edu/info/20011/about/931/purchasing

Questions regarding the process should be directed by e-mail to the following contact:

Mitch DeBoer, Comptroller
mideboe1@wsc.edu

REQUEST FOR PROPOSAL
PART I – INTRODUCTION

General

The Board of Trustees of the Nebraska State Colleges, dba Wayne State College (WSC), Wayne, Nebraska, is seeking Proposals for Under Armour athletic team apparel for the Wayne State College Department of Intercollegiate Athletics for a three-year contract period beginning July 1, 2017 and ending June 30, 2020. By agreement of both parties, the contract may be extended for two (2) additional one (1) year periods. Proposals must be submitted according to the terms and conditions included in this Request.

WSC is an NCAA Division II institution with membership in the Northern Sun Intercollegiate Conference. WSC sponsors 13 varsity sports including Baseball, Men's Basketball, Football, Men's Cross Country, Men's Indoor Track & Field, Men's Outdoor Track & Field, Women's Basketball, Women's Cross Country, Women's Indoor Track & Field, Women's Outdoor Track & Field, Women's Soccer, Softball and Volleyball

REQUEST FOR PROPOSAL
PART II – SPECIFICATIONS

Nature of RFP
WSC is requesting proposals to provide Under Armour athletic apparel, uniforms and shoes to the athletic department. In addition, proposals must include t-shirt contract pricing for non-Under Armour/generic brand color and white short and long sleeve t-shirts with 1-3 color screen-print.

Selection Process
The selection process includes Director of Athletics, Assistant Athletic Director for Business Management and athletic staff members. The group will evaluate each proposal and make the final decision.

Selection and Implementation Timeline

Monday, April 3	Publish RFP
Thursday, April 13	Deadline for inquiries or clarification requests
Thursday, April 20	Deadline for RFP proposal submissions
Monday, April 24 – Wednesday, May 10	Review RFP proposals
Monday, May 22	Complete selection process

Contract Term
WSC desires to enter into a contract with the successful vendor by the latest effective date of July 1, 2017. If WSC and the successful vendor are unable to negotiate and sign a contract by June 1, 2017, WSC reserves the right to seek an alternate vendor.

Parties to the Contract
Parties to this contract shall be The Board of Trustees of the Nebraska State Colleges, dba Wayne State College and the successful vendor.

Applicable Law
A contract entered into because of this RFP shall be governed and interpreted under the laws of the State of Nebraska.

Contract Assignment
A contract or any part hereof entered into because of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of Angela Fredrickson, Vice President for Administration and Finance.

Entire Agreement
A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions
Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement, the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to

the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described should constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Duration of Offer
All proposal responses must indicate they are valid for a minimum of ninety (90) calendar days from the date of the proposal opening unless extended by mutual written agreement between WSC and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature
The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities
This RFP does not obligate WSC to award a contract or complete the proposed project and reserves the right to cancel this RFP if it is considered to be in its best interest. WSC also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

1. Reject any and all proposals received in response to this RFP;
2. Select a proposal for contract negotiation other than the one with the lowest cost;
3. Negotiate any aspect of the proposal with any vendor;
4. Terminate negotiations and select the next most responsive vendor for contract negotiations;
5. Terminate negotiations and prepare a new RFP.

REQUEST FOR PROPOSAL
PART III – REQUIREMENTS

Vendor Requirements

- Provide clear detail for a percent discount, in combination with overall catalog and/or product pricing, the department would receive on all Under Armour apparel, uniforms and footwear.
- Provide a list of all high quality, nationally recognized brands that the vendor is capable of procuring or supplying.
- Provide t-shirt contract pricing for non-Under Armour/generic brand color and white short and long sleeve t-shirts with 1-3 color screen-print.
- Provide a demonstrated ability to provide complete network for ordering, electronic proofing, order fulfillment, delivery and support for web-based sales.
- Provide a detailed description of any promotional/marketing or other benefits offered.
- Provide a reference list of at least three relationships with existing clients that describe a partnership similar to the one proposed.
- Provide a description of the customer service plan and delivery schedule for both the athletic department and public.
- Provide any additional information you feel beneficial to fulfilling this contract, including the ability to provide hard goods (team equipment, medical supplies, etc.) and associated percentage discount for these items.

Information Contact

Questions regarding this RFP need to be submitted in writing to Mike Powicki, mipowic1@wsc.edu.

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline, Wayne State College shall not be bound by, and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered.

REQUEST FOR PROPOSAL
PART IV – TERMS AND CONDITIONS

General
The terms and conditions listed below will govern the submission and evaluation of Proposals and the award of a contract. Contractors are requested to carefully review these terms and conditions.

RFP Status
Proposals submitted must remain in effect for a period of ninety (90) calendar days.

Proposals may be withdrawn at any time prior to the closing date, but no Contractor may withdraw a proposal after that date.

WSC reserves the right to reject any or all Proposals and is not bound to accept a Proposal that is contrary to the best interests of WSC. In the case where all Proposals are rejected, new Proposals shall be called for as in the first instance.

Sales Tax Exemption
WSC is exempt from Nebraska sales tax.

Federal, State and Local Taxes, Licenses and Permits
The successful Contractor will comply with all laws and regulations concerning taxes, licenses and permits.

Waiver of Rights
No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of WSC's rights under any resulting contract.

Contract Provisions by Reference
It is mutually agreed by and between WSC and the Contractor, that WSC's acceptance of the Contractor's offer by the issuance of a contract shall create a contract between the parties thereto containing all specifications, terms and conditions in the RFP and the Bid Proposal form except as amended in the contract. Any exceptions taken by the vendor, which are not included in the contract, will not be part of the contract.

Warranty
The Contractor warrants the goods and services supplied herein will be of good quality, free from defects and in accordance with the specifications.

Indemnification
Under this contact, each party is responsible for its own performance. If there is litigation, the court will determine who is liable.

Contract Status
The Proposal will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any minor differences and informalities. After final negotiations, a Contract will be issued by WSC.

Contract Format
The resulting contract will incorporate the Bid Proposal form, WSC's RFP, all additional agreements and stipulations, and the results of any final negotiations (all of these documents will constitute the final contract).

Contract Termination for Cause
WSC may terminate any resulting contract for cause by providing a Show Cause Letter to the Contractor citing the instances of noncompliance with the contract.

> The Contractor shall have ten days to reply to the Show Cause Letter and indicate why the contract should not be terminated.
>
> The Contractor shall then have 30 days to cure the noncompliance cited in the Show Cause Letter.
>
> If the noncompliance is not cured within 30 days, WSC has the right to terminate the contract and negotiate a termination schedule.

Contract Modification
All changes to the contract must be agreed to in writing by both parties prior to executing any change.

Contract Assignment or Sub Contract
The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of WSC.

Insurance
The successful Contractor shall acquire an Insurance Certificate with "Board of Trustees of the Nebraska State Colleges dba Wayne State College" listed as an additional insured. Insurance must provide Comprehensive General Liability coverage of at least $1,000,000 per occurrence and $3,000,000 aggregate for Property Damage.

REQUEST FOR PROPOSAL
PART V – RESPONSE EVALUATION

Response Evaluation

The following criteria and their identified weight will be used by Wayne State College to evaluate the responses:

1. Provide clear detail for a percent discount, in combination with overall catalog and/or product pricing, the department would receive on all Under Armour apparel, uniforms and footwear. (25%)

2. Provide a list of all high quality, nationally recognized brands that the vendor is capable of procuring or supplying. (20%)

3. Provide t-shirt contract pricing for non-Under Armour/generic brand color and white short and long sleeve t-shirts with 1-3 color screen-print. (15%)

4. Provide a demonstrated ability to provide a complete network for ordering, electronic proofing, order fulfillment, delivery and support for web-based sales. (10%)

5. Provide a detailed list of promotional/marketing or other benefits/incentives offered. (10%)

6. Provide a reference list of at least three relationships with existing clients that describe a partnership similar to the one proposed. (10%)

7. Provide a description of the customer service plan and delivery schedule for both the athletic department and public. (5%)

8. Provide any additional information you feel beneficial to fulfilling this contract, including the ability to provide hard goods (team equipment, medical supplies, etc.) and associated percentage discount for these items. (5%)

WSC does not agree to reach a decision by a certain date although our intention is to complete the evaluation and selection process by the date identified in the Selection and Implementation Timeline on page 5.

BID FORM – ATHLETIC TEAM APPAREL

PROJECT Athletic Team Apparel – Bid #16/17-06
Wayne State College
Accounting Office
Hahn Administration Building, Room #303C
1111 Main Street
Wayne, NE 68787

SUBMITTED BY

NAME OF COMPANY (Please print or type) _____
hereinafter referred to as "Bidder"

ADDRESS OF COMPANY_____

_____

As part of the evaluation of proposals, WSC will determine the bidder's qualifications to provide athletic team apparel for the Wayne State College Department of Intercollegiate Athletics. Therefore, each bidder shall provide information, which establishes its qualifications and capabilities. The responses provided in this section will be considered in the award of contract decision. Failure to provide this information may result in rejection of the bid.

1. Company Overview

   _____

   _____

   _____

2. Provide clear detail for a percent discount, in combination with overall catalog and/or product pricing, the department would receive on all Under Armour apparel, uniforms and footwear.

   _____

   _____

3. Provide a list of all high quality, nationally recognized brands that the vendor is capable of procuring or supplying.

   _____

   _____

4. Provide t-shirt contract pricing for styles and sizes listed below with 1-3 color screen-print.

Pre-Shrunk 50% Cotton/50% Polyester	**Unit Price**
White t-shirt (short sleeve) S-XL	
White t-shirt (short sleeve) 2XL	
White t-shirt (short sleeve) 3XL	
White t-shirt (short sleeve) 4XL	
Color t-shirt (short sleeve) S-XL	
Color t-shirt (short sleeve) 2XL	
Color t-shirt (short sleeve) 3XL	
Color t-shirt (short sleeve) 4XL	
Pre-Shrunk 100% Cotton Jersey Knit	
White t-shirt (long sleeve) S-XL	
White t-shirt (long sleeve) 2XL	
White t-shirt (long sleeve) 3XL	
White t-shirt (long sleeve) 4XL	
Color t-shirt (long sleeve) S-XL	
Color t-shirt (long sleeve) 2XL	
Color t-shirt (long sleeve) 3XL	
Color t-shirt (long sleeve) 4XL	
Back Print	
1-35 pieces	
36-143 pieces	
144-287 pieces	
288+ pieces	

5. Provide a demonstrated ability to provide a complete network for ordering, electronic proofing, order fulfillment, delivery and support for web-based sales.

_____

_____

6. Provide a detailed list of promotional/marketing or other benefits/incentives offered.

_____

_____

_____

7. Provide a reference list of at least three relationships with existing clients that describe a partnership similar to the one proposed.

_____

_____

_____

8. Provide a description of the customer service plan and delivery schedule for both the athletic department and public.

_____

_____

9. Provide any additional information you feel beneficial to fulfilling this contract, including the ability to provide hard goods (team equipment, medical supplies, etc.) and associated percentage discount for these items

_____

_____

PROPOSAL CERTIFICATION

By submission of the executed signature below, I hereby certify the following:

That I have read and understand all provisions of this Request for Proposal;

That this proposal as submitted is in conformance with all provisions as stated in the Request for Proposal;

That my firm can meet the service levels identified; and

That I have the authority to bind my firm to the provisions of this proposal.

Signature of Authorized Representative	Printed Name of Authorized Representative
Phone Number	Email Address
Date	