

REQUEST FOR PROPOSALS
Number NS-34-12
ATHLETIC APPAREL SERVICES

**Northern Kentucky University's Athletic Apparel
Services**



September 26, 2012

**NKU ATHLETIC APPAREL SERVICES
REQUEST FOR PROPOSAL
RFP – NS-34-12**

**Athletic Apparel Services
Northern Kentucky University
Highland Heights, Kentucky
RFP – NS-34-12**

Project Name: Athletic Apparel
Northern Kentucky University
Highland Heights, Kentucky

Issue Date: September 26, 2012

Deadline for Questions: October 5, 2012 @ Noon

Response Deadline (Proposals Due): October 16, 2012 @ 2pm

Interviews (Projected) November 1, 2012

Voting Selection Committee Members for this project:

DO NOT contact the committee members relative to this project! Contacting the selection committee members may result in disqualification of the design firm/team. All requests for information, questions or comments relative to this project should be directed to:

Submittal of Bids:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

Jeffrey Strunk
Director, Procurement
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099 Email: strunk@nku.edu

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Jeff Strunk, Procurement Services: strunk@nku.edu

If you have downloaded this Request for Proposal, please contact Eli Baird so that you can be added to the plan holders list and notified if there are any addenda.

Eli Baird
Procurement Services, Bid Specialist
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
Phone: 859.572.5266
FAX: 859.572.6995
E-mail: bairde1@nku.edu

I. General Background for RFP

A. General Scope:

Northern Kentucky University is seeking a Contractor for the provision of competition uniforms/game apparel (including hats/visors), practice apparel, travel apparel, sideline apparel for players, coaches, and administrators, competition footwear, practice footwear, competition equipment (basketballs, baseball/softball bats, balls, golf clubs, and soccer balls etc.), protective gear and accessories (gloves, undergarments, socks, bags, headbands, wristbands etc.). These products will be used by NKU's sports teams and staff including, baseball, men's basketball, women's basketball, men's golf, women's golf, men's soccer, women's soccer, men's tennis, women's tennis, men's track & field/cross country, women's track & field/cross country, softball, and women's volleyball.

B. Responsiveness

The objective of the selection process is to provide a uniform methodology for Northern Kentucky University to procure athletic apparel and accessories. Members of the selection committee are asked to fairly evaluate all responses and to compare each team's qualifications with the project requirements. Selections will be determined through the unbiased and independent interaction of the members of the committee. Therefore, it is in your firm's best interest to be specifically responsive to the requirements of this solicitation.

Respondents shall be limited to one proposal per respondent per project. For the purposes herein, a "respondent" means the legal entity which responds to an RFP. Multiple respondent proposals per project will all be deemed as being non-responsive. By submitting qualifications, the respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the university's objectives. Note: Sub-consultants can be a member of more than one team.

II. Northern Kentucky University

Northern Kentucky University was founded in 1968. Today, NKU has 16,000 students; of these, about 1,850 students reside on campus. The university expects enrollment to continue to grow over time, with a build-out of enrollment in the 24-25,000 range possible. Northern Kentucky University has recently announced an acceptance into the Atlantic Sun Conference, NKU will begin reclassification to NCAA Division I status during the 2012-13 academic year.

III. Project Objective

Northern Kentucky University is seeking a Contractor for the provision of competition uniforms/game apparel (including hats/visors), practice apparel, travel apparel, sideline apparel for players, coaches, and administrators, competition footwear, practice footwear, competition equipment (basketballs, baseball/softball bats, balls, golf clubs, and soccer balls etc.), protective gear and accessories (gloves, undergarments, socks, bags, headbands, wristbands etc.). These products will be used by NKU's sports teams and staff including, baseball, men's basketball, women's basketball, men's golf, women's golf, men's soccer, women's soccer, men's tennis, women's tennis, men's track & field/cross country, women's track & field/cross country, softball, and women's volleyball.

**NKU ATHLETIC APPAREL SERVICES
REQUEST FOR PROPOSAL
RFP – NS-34-12**

All Athletic Apparel supplied by Contractor must be a nationally recognized brand name, and produced in accordance with the highest standards of Contractor’s profession or business. All Athletic Product supplied by Contractor will be of the quality that prevails among similar businesses engaged in providing similar services in major NCAA athletic departments in the United States under the same or similar circumstances

The current approximate yearly spending on athletic apparel is \$125,000. NKU will also be placing additional consideration into their flagship programs, men and women’s basketball.

A. Term of Contract

NKU shall enter into an agreement as result of this RFP for five years, with the option for a one-time negotiated renewal for an additional five years.

IV. Proposal

A. Preparation and Submission of Proposal

The proposal shall be prepared on 8 ½” x 11” paper, with all text clear of binding. Text type size shall be a minimum of 10 point font. The proposals must be indexed, tabbed and all pages sequentially numbered throughout or by section. Binders and covers will be at the respondent’s discretion, however, elaborate graphics and expensive paper and binding are not necessary, nor encouraged. All text and exhibits should be concise and entirely relevant to the RFP requirements.

The RFP Response should be organized as follows:

Tab	Content	Page Maximum
1	Cover Letter	2
2	Pricing of Materials	n/a
3	Guidelines for ordering	n/a
4	Incentives	n/a
5	Experience and References	n/a
6	Signed and Notarized Authentication of Bid, Statement of Non-Collusion, Non-Conflict of Interest and Bidder Certifications	2

NOTE:

- 1) Submittals that do NOT contain the above items will be deemed a non-responsive proposal and disqualified from the selection for this project.

The respondent shall submit, via US Postal Service, courier or other delivery service, five bound copies and one unbound original of its proposal in a sealed package by **October 16 @ 2pm**. Failure to provide the required number of copies and an unbound original will result in the submittal being considered non-responsive and disqualified from the selection process. Submittals shall be addressed to:

Mr. Jeff Strunk
Director of Procurement Services
621 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

Bearing respondent's name and address, and clearly marked as follows:

RFP NS-34-12
Athletic Apparel Services

1. Cover Letter

The cover letter shall serve as an introduction to the Respondent's qualifications and capabilities. The letter of no more than 2 pages shall be addressed to Jeff Strunk, Director of Procurement Services, and must, at a minimum, contain the following:

- a. Identification of Contractor.
- b. A statement of experience from the contractor (years in business, number of sores etc.).
- c. Name recognition of brand nationally, include brochure, articles, news etc.
- d. An email address
- e. Acknowledgement of receipt of RFP addenda, if any; and,
- f. Signature of person authorized to bind the offering firm to the terms of the Proposal.

2. Pricing of Materials

In this section provide the following:

- a. Provide an explicit list of material prices.
 - i. Include details of custom, semi-custom and stock materials.
 - ii. Annual merchandise and equipment allotment to the university
 - iii. How shipping costs will be determined on purchased and promotional gear
 - iv. Quality and pricing for camp t-shirts, promotional t-shirts/hats

3. Guidelines for Ordering

Contractor should outline their proposed ordering process:

- a. Provide clear description of any web-based ordering system, must provide a secure connection for financial transactions.
- b. Must be able to provide replacements for all goods on an emergency basis, include details on policies, timing, and availability.
- c. Contractor should state how availability of catalogued items will be guaranteed and state any penalties on contractor for failure to deliver.
- d. Should have the ability to provide donated experiences, memorabilia for use at

4. Incentives

Please supply the following specific information:

- a. Initial signing bonus to the university
- b. Ability to provide donated experiences, memorabilia for use at the Norse Athletic Club annual golf outing and women's walk in support of scholarships.
- c. Incentives for the following
 - i. Conference Coach of the Year
 - ii. National Coach of the Year
 - iii. NCAA Tournament Appearance
 - iv. National Championship
 - v. Academic Achievement
 - vi. Conference Sportsmanship Award
- d. Contractor should provide NKU with prior notice of any new Athletic Products in development and provide NKU with the ability to secure these products upon the commercial availability of the products.
- e. Contractor shall provide the University with a percent discount off of retail price for Athletic Product
- f. Propose any other additional merchandise, incentives, or consideration to be offered

5. Experience and References

Identify universities in which you have contracted athletic apparel services to. These universities should have a similar athletic background as Northern Kentucky University.

For each university, provide a name, email address, and telephone number for a contact person who is familiar with the contractor's services. The contact person should be familiar with the key personnel.

B. Evaluation Criteria

The detailed specifications and special terms and conditions describe those items considered essential for a comprehensive agreement, while allowing offeror's sufficient latitude to make comprehensive and creative proposals to the University.

Award will be made to the offeror whose proposal, in the sole opinion of the University, represents the best overall interests of the University, considering but not limited to the following:

1. Ability to significantly increase royalty revenue for the University.
2. Quality of footwear and apparel and its reputation in the market.
3. Increase revenue to the Athletics Association.
4. Reduce the expenditure of budgeted dollars spent by the Athletics Association for footwear and apparel.
5. Ability of the Offeror to fund student support services.
6. Compliance with delivery requirements and other support functions as specified in RFP.
7. Retail distribution of NKU products.
8. Offeror's overall suitability to the University.
9. Offeror's demonstrated ability to meet all specifications, terms and conditions as detailed in this RFP.

10. Offeror's qualifications (e.g. financial, experience, reputation...)
11. Projected implementation timeline.
12. Other services required/available.

The criteria listed above are not ranked in order of importance.

C. Addenda/Clarifications

Any university changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

D. Confidentiality

In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived therefrom remain confidential until a contract is awarded or all proposals are rejected.

E. Proposal Evaluation Process

All proposals received will be reviewed by the University Procurement Services office for completeness of items requested in this RFP. All complete proposal responses will be afforded equal consideration by the members of the Selection Committee as created by KRS 45A.810 and whose members are identified above. All complete proposals will be evaluated using a numerical rating system designed to afford each Selection Committee member a reasonable, individual, objective standard to equate the qualifications of the Respondents.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the respondent in:

1. preparing its proposal in response to this RFP;
2. submitting its qualifications to the university;
3. negotiating with the university any matter related to this submittal; or,
4. any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

The university shall not, in any event, be liable for any pre-contractual expenses incurred by the respondents in the preparation of their submittals.

G. Contract Award

Issuance of this RFP, receipt of proposals, and completion of the selection process does not commit the university to award a contract. The university reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to their RFP; to negotiate with other than the selected respondent should negotiations with the selected firm be unsuccessful or terminated; to negotiate with more than one respondent simultaneously; to cancel all or part of the RFP; and to waive technicalities.

H. Electronic Responses

Electronic responses are not permitted.

J. Foreign Corporations

- A.** Foreign Corporations are defined as corporations that are organized under laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.
- B.** The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.
- C.** Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

K. Occupational License

Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://www.campbellcountky.org/home/services/occupational-license.htm>.

V. Northern Kentucky University - Overview

Northern Kentucky University, located in the Greater Cincinnati metropolitan area about 7 miles south of downtown Cincinnati, was founded in 1968. The first building on the new campus in Highland Heights opened in August 1972. The campus sits on rolling land near the intersection of I-275 and I-471. Due to topography, many locations on campus have attractive views, including views of the Cincinnati skyline.

The university has sustained consistent growth through the years; unfortunately, physical resources have not kept pace with enrollment growth. Based upon 2009 data, NKU has 71 E&G ASF per FTE; similar Kentucky public institutions have an average of 137 E&G ASF per FTE (this average includes NKU). NKU has only 4 ASF/FTE of space in the physical education and recreation category; the range among other similar Kentucky institutions is 4 to 59, with the average being 20.

While primarily a commuter campus, NKU has 1,850 residence hall beds.

NKU owns about 420 acres and has 3.3 million GSF. Since 2008, the following buildings have been completed:

- New Student Union - \$37 million
- Bank of Kentucky Center (10,000 seat multi-purpose arena) - \$67 million
- Parking Garage #3 and Welcome Center - \$15.4 million
- Residence Hall Renovation (former nursing home conversion, 443 beds) - \$14.5 million
- Center for Informatics (Griffin Hall) - \$52.5 million

Today, with enrollment of nearly 15,748 students, Northern is now the second largest university in the Greater Cincinnati area.

**AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-
CONFLICT OF INTEREST AND BIDDER CERTIFICATIONS**

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

2. That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

2A. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.

2B. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

3. That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and

5. That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.

6. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.

7. That the Bidder, if awarded a contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.

8. Campaign Finance Laws Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

9. Worker's Compensation and Unemployment Insurance Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the

NKU ATHLETIC APPAREL SERVICES
REQUEST FOR PROPOSAL
RFP – NS-34-12

Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax; * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 - Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (Please Print Legibly): _____

FIRM: _____ FED ID. OR

SSN#: _____

PERMANENT ADDRESS:

STREET	CITY	STATE	ZIP
--------	------	-------	-----

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NO: _____ FAX NO: _____ E-MAIL: _____

State of _____)

County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by _____.

 (Notary Public)

My Commission expires: _____