



**HENDERSON**  
STATE UNIVERSITY

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EXCELLENCE • SPIRIT • TRADITION

REQUEST FOR PROPOSAL #18-02

ATHLETIC APPAREL

August 15, 2017

ISSUED BY  
Henderson State University  
Purchasing Department  
1100 Henderson Street  
Arkadelphia, Arkansas 71999

ATHLETIC APPAREL

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Proposal noted above. If your firm is interested in participating, it is highly recommended that this sheet be completed and returned or faxed to Henderson State University, 1100 Henderson Street, Arkadelphia, AR 71999-0001, Fax: 870-230-5486, or jonest@hsu.edu. By doing this, we will be able to provide notification to you any addenda to the RFP.

Name of Firm: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Tel. #: ( ) \_\_\_\_\_

\_\_\_\_\_ YES, Our Company does have an interest in responding.

\_\_\_\_\_ NO, our company does not have an interest in responding.

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## **ATHLETIC APPAREL**

### **SECTION 1 – Administrative Overview**

#### **Purpose**

Henderson State University (HSU) is issuing this Request for Proposal (RFP) for an Athletic wide, multi-year apparel agreement. This agreement should incorporate all of the university's 12 programs of approximately 350 student athletes in its Division II NCAA, Great American Conference program under an "official" apparel company. Items NOT handled and provided by the "exclusive" company will be bought through other companies by HSU.

In order to simplify Henderson State University's task of evaluating all of the proposals, which will be submitted, we have developed a format in which all proposals must be prepared. Failure to adhere to this format or to omit any of the information that is required may result in your firm's proposal being disqualified.

The contract will be awarded to the vendor who best satisfies all of HSU's needs, service performance and optimum cost. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item or a percentage discount off of a published list price on the Official Bid Price sheet (a copy of the published list price must be submitted).

#### **Issuing Officer**

Tim Jones, Director of Purchasing  
Phone: 870-230-5117 Fax: 870-230-5486

#### **Contract Administrator**

Henderson State University  
1100 Henderson Street  
Arkadelphia, AR 71999-0001

Contract Administrator: Tim Jones

#### **Anticipated Procurement Timetable**

RFP Issued:	August 15, 2017
Closing date and time for receipt of proposals - 4:00 PM.	September 8, 2017
Completion of proposal review and contract selection: On or before	September 25, 2017

#### **Submission of Proposals**

No later than 4:00 PM on the Eighth day of September 2017 original response (marked "original") and Four copies (identical in every way) of the proposal should be received by:

Henderson State University – Purchasing Department  
Tim Jones  
1100 Henderson Street  
Arkadelphia, AR 71999-0001

**COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY.**

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 60 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal. Acceptance of request for

proposal issued by the Director of Purchasing indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Purchasing, or an employee of the campus will be disregarded.

**Presentation**

Proposers selected for final evaluation may be required to make an oral presentation. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. The University will schedule time and location for any required presentations.

**Rejection of Proposals**

This solicitation does not commit Henderson State University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

**Contracting Condition**

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS, MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ

**Contract Awarding and Signing**

Contract awarding and signing will be contingent upon Henderson State University receiving advice from approving authorities when necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

**Ordering Apparel**

All orders will be placed by an official Purchase Order issued by Henderson State University's Purchasing Department for all departments. Orders shall not to be accepted without a purchase order.

**Payment and Invoice Provisions**

All invoices shall be forwarded to Henderson State University Accounts Payable Department (HSU Box 7531) and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by HSU Accounts Payable.

## **Proposal Evaluation**

The staff of Henderson State University and/or the Director of Purchasing will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

## **SECTION 2 - General**

### **Scope**

This chapter describes the scope of work to be completed under this proposed contract. Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification.

### **Team Information**

A. Items sought include but are not limited to game and practice jerseys, pants, practice shirts, caps, shorts, wind suits/travel gear, warm-up gear, travel bags, socks, sports bras, polo shirts for athletics/coaches/staff

B. Sports being outfitted include:

1. Football
2. Men's basketball
3. Women's basketball
4. Baseball
5. Women's volleyball
6. Softball
7. Women's cross-country
8. Women's tennis
9. Men's golf
10. Women's golf
11. Men's Swimming & Diving (where applicable).
12. Women's Swimming & Diving (where applicable).

C. HSU realizes the possibility that not all vendors may carry all of the items requested. We seek the best offer from each vendor, addressing as many of our outfitting needs as possible while helping HSU athletics reach its most competitive level.

### **Requirements**

1. Describe how your firm plans to provide exclusive uniform and apparel supplies for each of the twelve sponsored intercollegiate athletic programs, support personnel and support programs. Proposal must include the percentage off catalog price for all purchases by HSU Athletics. Include information on how apparel items would be priced, e.g. a price list of typical apparel/uniform items or a description of the discount from list price. Please include catalogs with published pricing for specific sports listed above, where applicable. Provide information relating to the firm's products and describe how the specific information about how the University will obtain products on a routine and emergency basis and delivery schedules for products (including standard and special sizes).
2. Establish marketing and advertising partnership with the selected firm through various mediums

such as, but not limited to, facility signage, posters, official game-day programs, web page advertising, schedule cards, etc. Describe the firm's marketing and licensing strategies and requirements for athletic equipment and apparel agreement.

3. Annual incentives paid to HSU athletics and championships incentives for the outfitted teams, tournament and other appearances, etc. Provide a product credit amount to Henderson State Athletics per contract year (\$20,000 per year or greater) as well as any in-kind contributions and percentage off catalog pricing. In addition, provide any rebate amounts for purchases made in given year.
4. Any other considerations the vendor believes can be beneficial in gaining "official" status with HSU athletics. Example; Official product placed in bookstore or website with apparel sent to parents, fans, etc..
5. Provide information on those individuals assigned to work with the University including a description of the experience in providing support for this type of program.
6. Term of contract shall be for four (4) years.
7. Uniforms will be purchased on cycle as needed. Please specify timetable for uniform change over.

### **SECTION 3 - Vendor**

#### **Vendor Qualification Criteria**

The criterion listed below is considered mandatory to establish the responsibility and capability of firms to meet the University's requirements.

Please provide sufficient information regarding each of the items below so the University can thoroughly evaluate your firm's qualifications and proposal for our search process. You may include support literature and attachments to the summaries requested below.

#### **Vendor Experience and References**

The vendor shall provide a historical and contemporary overview of the company, particularly as it relates to the proposed services.

Describe the vendor's expertise and experience with programs of this type.

The University requires assurance that the offered products function properly. Vendors shall supply with the proposal at least three (3) reference accounts (including persons to contact and telephone numbers).

Note: A Negative response may disqualify the proposal.

Apparel manufacturer must be considered popular and in style with 18-22 year olds, for recruiting purposes. Apparel manufacturer must be the provider of top professional athletes, Power Five Division I Athletic programs and Division II programs.

**SECTION 4 - Requirements**

**EVALUATION CRITERIA**

The following approach will be used in evaluating the proposals:

- I. Review the proposals
- II. Contact selected references
- III. Select finalist(s)
- IV. Schedule presentations of finalists if needed
- V. Select the vendor

The proposals will be evaluated based on the total points as detailed below:

<b><u>Criteria</u></b>	<b><u>Maximum Possible Points</u></b>
Vendor’s overall proposal content, free goods, rebates, percentage off catalog price, and diversity of offerings to cover HSU’s 12 athletic programs.	<u>40</u>
Vendor’s experience and performance in providing services of similar nature and scope, within an educational environment comparable to our institution. Popularity in marketplace for 18-22 year olds.	<u>20</u>
Qualifications of staff to be assigned to the account. This will be determined from resumes submitted, education, position in the company/firm, and years and types of experience.	<u>15</u>
Evidence of ability to meet timely deadlines and deliveries	<u>25</u>
Total	100

**Experience**

The proposal must detail the respondent’s familiarity and proven experience with this type of contract and demonstrated ability to serve the University’s needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

**Services to be provided**

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

**SECTION 5 - Technical and Business Proposal**

**Introduction**

Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the sub-section number key point. Proposers shall submit one (1) original and three (3) copies of their proposal. Failure to comply will result in possible disqualification of the proposal. All proposals shall be presented in accordance with the following outline.

The Technical/Business portion of the proposal must include the following:

1. Transmittal letter
2. Respondent's Background and Experience
3. Proposers Qualifications
4. Project Organization and Staffing
5. Price Proposal

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

**Transmittal Letter**

An individual authorized to legally bind the respondent will sign the Transmittal Letter. It will state that the respondent is a legal entity that will meet the specifications set forth in the request for proposals. It will also identify whom the University is to work with, any conditions regarding the proposal and highlight the contents of the respondent's proposal.

**Respondent's Background and Experience**

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project. Please include how long you have been in business and include any mergers or acquisitions.

Each respondent must submit a minimum to three (3) references. The respondent must submit the names, addresses, and telephone numbers for each reference.

References must be parties who can attest to the respondent's qualifications relevant to providing the services outlines in the request for proposal. Organization or professional references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

**Project Organization and Staffing**

This section will describe in detail the respondent's organizational plan for meeting the requirements in this request for proposals. It will include: (1) organization charts of proposed personnel (2) Staffing information detailing the tasks to be performed.

**Price Proposal**

The fees will include the services and requirements described in this request for proposals.  
**PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**

**Independent Price Determination Certification Statement**

A bid will not be considered for award if the price in the bid did not arrive independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with competitor. In addition, the offeror is prohibited from making multiple bids in a different form; i.e., as a prime offeror and as a subcontractor to another prime offeror.

**Bid Price Certifying Statements and Bid Price**

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Offeror must include a statement certifying that all services properly requested shall be performed as required.

## **SECTION 6 - General Terms And Conditions**

### **Legal Considerations**

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Clark County, Arkansas.

### **Public Disclosure - <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>**

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

### **Ethical Standards Law**

The following sections of this request for proposal reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statutes. "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." Any violation of this ethic statement can result in the cancellation of any contract with the University.

### **Conflict of Interest**

No official or employee of Henderson State University and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

- A. The employee or any member of the employee's immediate family has a financial interest;
- B. A business or organization has a financial interest in which business or organization the employee or any member of the employee's immediate Family has a financial interest; or
- C. Any other person, business, or organization with whom the employee, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.  
Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

### **Warranty Against Broker's Fee**

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent

fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **Offer of Gratuities or Kickbacks**

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees, or bona fide established commercial selling agencies maintained by the contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

#### **Term of the Contract**

The contract period begins approximately October 2017 and terminates on September 30, 2021.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the university/state to continue the contract beyond the end of a biennial period.

#### **Termination of Contract**

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

- A. For default
- B. For convenience
- C. For unavailability of funds

#### **Termination for Default**

The University/State may terminate this contract in whole, or in part, when Henderson State University determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

In the event of termination for default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the contract shall be liable to the University for administrative costs incurred by the University in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contract has delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **Termination for Convenience**

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the contractor and the University for partially completed deliverables.

### **Termination for Unavailability of Funds**

In the event that Federal and/or State funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the University.

### **Contractor**

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the University.

### **Force Majeure**

The contractor will not be liable for any excess cost to Henderson State University if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, and quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

### **Disputes**

Any dispute concerning performance of the contract shall be decided by Henderson State University or the director of the Office of State Purchasing who shall reduce his/her decision to writing and serve a copy on the contractor. The Director or Henderson State University's decision will be final subject to the contractor's right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Director or Henderson State University's direction.

### **Confidentiality of Information**

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and

securing of its rights hereunder.

**Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 ET seq.

**Inspection of Work Performed**

The State of Arkansas, Henderson State University, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

**Subcontracts**

The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

No subcontract, which the contractor entered into with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**Indemnification**

The contractor agrees to indemnify, defend, and save harmless the University, its officers, agents and employees from:

- Any claims or losses resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

**Assignment**

The contractor shall not assign the contract in whole or in part or any payment arising there from without

the prior written consent of the Contract Administrator.

### **Employment Practices**

The contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.

Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensations, and
- Selection of training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

### **State Property**

The contractor shall be responsible of the proper custody and care of any State owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

### **Contract Variations**

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declarations or finding and shall be fully performed.

### **Attorney's Fees**

In the event that either deems it necessary to legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

### **Liability**

In the event of non-performance of contractual obligation by the contractor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the contractor will be liable to the University in full for all penalties, sanctions and disallowance assessed

against the University.

**Records Retention**

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

**Access to Contractor's Records**

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

**SECTION 7 - Standard Terms & Conditions**

**General.** Any Special Terms and Conditions included in the Request for Proposals (RFP) override these Standard Terms and Conditions. The standard Terms and Conditions and any Special Terms and become part of the contract entered into if any or all parts of the proposal(s) are accepted by Henderson State University hereafter called the University or HSU

**Acceptances and rejection.** HSU reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the proposal to best serves the interest of the University and the State of Arkansas. This RFP does not in any way commit HSU to contract for the commodities/services listed herein.

**Proposal Submission.** Proposals must be submitted to the HSU Purchasing Department on this form with attachments, when appropriate, on or before the date and time specified for the proposal opening. If this form is not used, the proposal may be rejected. Each proposal submitted must be properly identified with a minimum of Proposal Number, Time and Date of Opening. The proposal should be typed or printed in ink. Late proposals will not be considered under any circumstances and will be returned to submitter, unopened.

**Signature.** Failure to sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to a person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data re changed, the electronic signature is invalidated.

**No Proposal.** If not submitting a proposal, the interested party should respond by returning the front page of this form, making it a "No Response", and explaining the reason. Individual firm may be removed from the University's Vendor List by failure to respond three times in succession.

**Prices.** Bid pricing on the unit price to include FOB destination to HSU. In case of errors in extension, unit prices shall govern. Prices are firm, not subject to escalation unless otherwise specified in the RFP invitation opening date. "Discount from list" proposals are not acceptable unless requested in the RFP. Time or Cash discounts will not be considered. Quantity discounts should be included in the priced

offered.

**Quantities.** The quantities stated on “firm” contracts are actual requirements on the University. The quantities stated in “term” contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. HSU may order more or less than the estimated quantity on any “term” contract.

**Brand Name References.** Unless specified “No Substitutes”, any catalog brand name or manufacturer’s reference used in the RFP is descriptive only, not restrictive and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer’s illustrations and complete descriptions of the product offered. HSU reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and HSU may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc. as specified in this invitation.

**Guaranty.** All items bid shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly with installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder’s obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

**Samples.** Samples or demonstrators, when requested must be furnished free of expense to HSU. If samples are not destroyed during reasonable examination they will be returned at bidder’s expense, if requested, within ten days following the opening of proposals. All demonstrators will be returned after reasonable examination. Samples should show vendor’s name, address, proposal and item number.

**Testing Procedures for Specifications Compliance.** Test may be performed on samples or demonstrators submitted with the bid or samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

**Amendments.** The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

**Taxes.** Do not include state or local sales taxes in the bid price unless specifically requested in the RFP.

**Award.** Any contract, as the results of the RFP, shall be awarded with reasonable promptness by written notice to the successful vendor whose proposal meets the requirements and criteria set forth in the RFP. HSU reserves the right to award item(s) listed in this RFP “all or none”, “individually” by “groups” or by any other method as deemed in the best interest of the University, as deemed by the HSU Procurement Official. In the event all proposals exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations

preclude re-solicitation of work of a reduced scope to negotiate any adjustment of the submitted pricing, including changes in the RFP requirements, with a vendor, in order to bring the proposal within the amount of available funds.

**Term of Contract.** The RFP will show the period of time the term contract will be in effect.

**Delivery on Contracts.** The RFP will show the number of days to place a commodity, equipment and/or service in HSU's designated location under normal conditions. If the Contractor cannot meet the state delivery, alternate delivery schedules may become a factor in an award. The HSU Procurement Office has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the item(s) elsewhere and any additional cost will be borne by the Contractor.

**Delivery Requirements.** No substitutions or cancellations are permitted without written approval of HSU. Delivery shall be made during work hours only, 8:00 am to 4:00 p.m., Monday - Friday excluding legal holiday, unless prior approval for other delivery has been obtained from HSU. Packing memoranda shall be enclosed with each shipment.

**Default.** All commodities, equipment or services furnished will be subject to inspection and acceptance of the University after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the HSU Procurement Office to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, in any, in cost and handling to the defaulting contractor. The contractor must give written notice to HSU of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

**Variation in Quantity.** HSU assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order/contract.

**University/State Property.** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

**Patents on Copyrights.** The contractor agrees to indemnify and hold HSU/State of Arkansas harmless from all claims, damages, and costs including attorneys' fees, arising from infringement of patent copyrights.

**Invoicing.** The contractor shall be paid upon the completion of all the following: (1) delivery and acceptance of the commodities or services; (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University: Attn: Purchasing Office, as shown on the original contract or purchase order.

**Assignment.** Any contract entered into pursuant to this RFP is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

**Lack of Funds.** The University may cancel this contract to the extent said funds are not longer legally available for expenditure. The University will return any delivered but unpaid for commodities in normal condition to the contractor. If the University is unable to return the commodities in normal condition and

there are no funds legally available to pay for the goods, or, if the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim with the Arkansas Claims Commission.

**Discrimination.** In order to comply with the provision of Act 54 of 1977, relating to unfair employment practices, bidder agrees as follows: (a) bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin. (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability or national origin; (c) bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part; (e) the bidder will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**Ethics.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the University/State. The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

**Contracts and Grant Disclosure and Certification.** Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

**Antitrust Assignment.** As part of the consideration for entering into any contract pursuant to this RFP, the bidder named on the form of this RFP, acting herein by he authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the University/State, all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased produced by this State pursuant to any resulting contract with this University.

**Arkansas Technology Access Clause.** The Vendor expressly acknowledges that persons with visual impairments may not expend state funds in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility. Accordingly, the Vendor represents and warrants to ASU that the technology provided to HSU for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent

access for effective use by both visual and no-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, with directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**Cancellation.** Either party may cancel any contract or item award, for cause, by giving a thirty- (30) day written notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expirations, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of fault or nonperformance. If a contract is canceled due to a request for increase in pricing, or failure to perform, that contractor will be removed from the bidder/vendor list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment or vendor invoices by the University.

**Alteration of original IFB/RFP Document** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the HSU Purchasing Office. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document’s written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in a separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor’s/contractor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor’s/contractor’s response may be declared as “non-responsible” and the response will not be considered.

**Sovereign Immunity.** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Henderson State University.

## **SECTION 8 - Procurement**

### **RULES OF PROCUREMENT**

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

#### **Point of Contact**

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable.

#### **Written Questions Concerning the Request for Proposals**

Written questions must be submitted to the Issuing Officer before August 29, 2017. All questions must be marked “Questions: and the proposal number indicated on the envelope, fax transmission or subject line of

email. Each question should reference the paragraph number. The questions will be answered in written form and emailed to all organizations that received a copy of the Request for Proposal.

### **Requests for Proposals Amendments**

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

### **Cost of Preparing Proposals**

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

### **Disposition of Proposals**

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

### **Proposal Amendments and Rules of Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

### **Acceptance of Proposals**

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State.

Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

### **Award Notice**

The notice of intended contract award will be sent to all respondents.

### **Protest of Award**

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Director of Purchasing. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244.

**HENDERSON STATE UNIVERSITY**  
**Purchasing Department**  
1100 HENDERSON STREET  
ARKADELPHIA, ARKANSAS 71999-0001  
870-230-5117 PHONE  
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.**

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones  
Director of Purchasing

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*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:*

Please check the appropriate statement below:

\_\_\_\_\_ We have certified on-line that we do not employ or contract with any  
illegal immigrants  
Date on-line certification completed: \_\_\_\_\_

\_\_\_\_\_ We have NOT certified on-line at this time, and we understand that  
no contract can awarded to our firm until we have done so.  
Reason for non-certification: \_\_\_\_\_

Name of Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
(printed or typed)  
Date: \_\_\_\_\_

## ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The HSU Purchasing Department will maintain copies of policies or written responses received from bidders.

**This is a mandatory requirement when submitting an offer as described above.**

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117

Sincerely,

Tim Jones  
Director of Purchasing

**To be completed by business or person submitting response: (check appropriate box)**

EO Policy Attached

EO Policy previously submitted to HSU Purchasing

EO Policy is not available from business or person

Company Name  
Or Individual:

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

RFP# 18-02  
ATHLETIC APPAREL  
OFFICIAL BID PRICING SHEET

Must be signed by an authorized official of the company and attach your proposal to this page.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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NOTE:

1. Henderson State University will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.

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Product Category Definitions:

1. All game apparel for all sports.
2. All practice apparel for all sports.
3. All Travel apparel for all sports.
4. All workout apparel for all sports.
5. All sideline apparel and headwear for team coaches and sideline personnel including regular season and post season play for all sports.
6. All active wear t-shirts, sweatshirts, sport-shirts for all sports.
7. Game day and work apparel for Athletic Staff, Sports Medicine, and Athletic Administration.