

Request for Bid

The University of North Alabama

Exclusive Apparel & Footwear Contract

BID# 2009-18

February 17, 2009



Graduating Champions

INTRODUCTION AND GENERAL INFORMATION

The University of North Alabama (UNA) Athletics Department is interested in partnering with an athletic apparel and footwear sponsor & supplier for a three to five year period starting FY2010, which begins October 1, 2009.

A rich athletic tradition exists at UNA located in Florence, Alabama supporting football, baseball, softball, volleyball, women's soccer, men and women's basketball, cross country and tennis. As a member of the Gulf South Conference, UNA has a winning tradition which includes six (6) National Championships, forty-one (41) conference championships, and sixty-one (61) NCAA post-season appearances. This history of success has brought excellent broadcast and other media exposure locally, regionally, and nationally. A minimum of 4 to 5 television appearances occur each year for football alone.

University of North Alabama Instructions to Bidders

Bid Preparation and Submission: Sealed Bids for exclusive apparel sales and sponsorship supporting the University of North Alabama Athletic Department, as described herein, will be received at the Procurement Department, Bibb Graves Hall, Room 21, University of North Alabama, Florence, Alabama, until **2:00 p.m. Central Time on March 31, 2009**. Bidders are asked to submit ONE (1) ORIGINAL AND TWO (2) COPIES of their Bid. The original copy shall contain original signatures.

An envelope containing the original Bid and 2 copies must be sealed, marked and addressed as follows:

ADDRESSED TO:(If via U.S. Mail)

University of North Alabama

Procurement Department- BID2009-18

UNA Box 5025

Florence, AL 35632-0001

(If via commercial package delivery service)

University of North Alabama

Procurement Department - BID 2009-18

Bibb Graves Hall, Room 21

One Harrison Plaza

Florence, AL 35632-0001

Bids must be received by the University of North Alabama Procurement Department at the location listed above prior to scheduled BID closing date(s) and time. It is the Bidder's responsibility to submit Bids in a timely manner, allowing plenty of time for delivery. The University of North Alabama will not be held responsible for late BID delivery due to courier's inability to deliver the Bid in a timely manner to the proper physical address.

The University of North Alabama reserves the right, in its sole discretion, to reject any or all Bids or Proposals received as a result of this Request for Bid (BID).

Bidders should be aware that, with the exception of trade secrets, all information submitted by them in response to this BID may be subject to open review under Alabama Law.

Schedule of Events

Publication of Bid Invitation:	February 17, 2009
Bid Due Date & Opening	2:00PM March 31, 2009
Selected Supplier Meetings (if Necessary)	April 1 – April 8, 2009
Anticipated Award Announcement (no later than)	April 9, 2009

Bid Opening Procedure: All Bids received in response to this request shall be opened at the scheduled time and date. Bidders who attend the opening will be informed only of the names of Bidders submitting proposals. No other information will be available. Bids will be available for public inspection only after an award has officially been made.

Evaluation of Bids and Selected Supplier Meetings: Bids will be evaluated by representatives of the University of North Alabama. The University has the discretion to evaluate the qualitative as well as financial aspects of each Bid and make its selection based on what it considers to be in the best interest of the University as a whole, or to make no contract award at all from this BID. Service commitment and contract management is a very critical factor and will be considered a large portion of the evaluation process. Meetings may be scheduled between April 1st and April 8th, if necessary, to allow each supplier the opportunity to present their proposal to the bid evaluation team for full clarity and mutual understanding of the offer.

Bid Award: An award decision will follow the scheduled meetings as soon as a clear partner can be identified. No oral communication will be construed as closure of the bid event or commitment of an award. A Formal Announcement will be published via email to all participants and posted outside the Office of Procurement for a period of 1 week after the decision is made.

Bid Closure and Contract Completion: Upon announcement of the bid award a complete agreement will be signed by all parties for immediate implementation. All final terms and conditions must include the basic terms as listed on the following page.

General Terms and Conditions of Contract

Contract Documents: The contract between the University Athletic Department and the Supplier shall consist of (1) the Request for Bid (BID), and any amendments thereto; (2) the Supplier's response to the BID; and (3) a contract signed by both parties addressing matters not contained in either (1) or (2). In the event of conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Request for Bid shall govern. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Supplier, and such written clarification shall govern in case of conflict with the applicable requirements stated in the BID or the Supplier's response. In all other matters not affected by the written clarification, if any, the Request for Bid shall govern.

Amendments to Contract: Any change in the contract, whether by modification and or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Supplier and the University Athletic Department. The Supplier expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

Applicable State Laws: The contract shall be construed according to the laws of the State of Alabama. The Supplier shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. Violation of any local, state or federal law and/or regulation shall be considered a material breach of this contract. The Supplier must be registered with and maintain good standing with the Secretary of State of the State of Alabama and other regulatory agencies, as may be required by law or regulation.

University Trademarks: The Supplier shall understand that the University names and logos are trademarks of the University. Any use of such trademarks must be approved by an appropriate University representative.

Cancellation for Breach: The University may cancel the contract at any time for a breach of any contractual obligation by providing the Supplier with a written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the Supplier with an opportunity to cure the breach within a reasonable period of time. Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Supplier.

Right to Terminate Contract: The University reserves the right to terminate the contract, with or without cause, for the convenience of the University without penalty or recourse by giving written notice to the Supplier at least ninety (90) days prior to the effective date of such termination. The Supplier may terminate the contract by giving the Director of Procurement written notice of such termination at least 90 days prior to termination.

UNIVERSITY OF NORTH ALABAMA

VENDOR CERTIFICATION

PURSUANT TO ACT NO 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVER INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES IN ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THEIR COMPLIANCE WITH ACT NO 2006-557. THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

Bidder here certifies full compliance with Act No. 2006-557:

Date: _____

Company: _____

Authorizing Signature: _____

Printed Name: _____

Title: _____

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UNIVERSITY OF NORTH ALABAMA
(THE "UNIVERSITY")**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the University of North Alabama in excess of \$5,000.

1. Contract or Bid Number 2009-18
2. Name of Contractor _____
Address _____

Phone _____

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☒ Invitation to Bid ☐ Grant Proposal

3. Nature of contract/grant
 Exclusive Sponsorship Agreement
4. Does the contractor/grantee have any relationship with an employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the University, family members include spouse and dependants. For members of the Board of Trustees (officials), family members include spouse, dependants, adult children or their spouses, parents, in-laws, siblings, and their spouses.)

This form will be available for public inspection upon request.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

BIDDER'S NAME: _____ **BY:** _____
Signed by Company Representative

Bid Details

Length of Contract: 3 years with the option to extend annually for 2 additional years.

UNA Commitments:

- The University of North Alabama Athletic Department will endorse through available signage and recognition opportunities and wear only the Supplier Brand uniforms, game day shirts, and athletic footwear (exclusion of general hats and t-shirts). This would be required for football, baseball, softball, volleyball, women's soccer, men and women's basketball, cross country and tennis.
- The University of North Alabama Athletic Teams will procure new uniforms and apparel, as needed, from the exclusive Supplier through the length of the contract at the awarded discount from this contract.

Exclusive Supplier Commitments: *Attach Bid Proposal to include these minimum expectations:*

- Provide the University of North Alabama Athletics with sponsored apparel & footwear items annually. It is preferred that this be presented in the form of an annual gift to provide flexibility in the support across programs, but in-kind offers will be considered.
- Provide a Discount off retail for all apparel, footwear and equipment purchased by the University during the term of this contract.
- Service agreement to manage all sales on a personal level with the coaches involved to ensure accuracy of ordering and management of delivery.
- Delivery terms should be F.O.B. University of North Alabama, Florence AL 35632-0001

All bid submissions will be considered, the overall best offer for UNA Athletics will be taken.
