

REQUEST FOR PROPOSAL (RFP)  
RFP Number: WVSU23002  
Athletic Apparel & Equipment

Issue Date: December 5, 2022  
Due Date: January 6, 2023 3:00 PM EST

Submittal due date and time:

One (1) **original technical and cost proposal** plus four (4) convenience copies to:

Hope Fout  
Director of Purchasing  
West Virginia State University  
Ferrell Hall Room 301  
P.O. Box 368  
Institute, WV 25112

The outside of the envelope or package(s) for both the technical and the cost proposal should be clearly marked:

REQ #:	RFP # WVSU23002
Opening Date:	January 6, 2023
Opening Time:	3:00 PM EST

Late submittals will not be accepted. Proposals will be accepted until the time and date specified.

**West Virginia State University**  
**RFP - WVSU23002**  
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West Virginia State University  
RFP - WVSU23002

***LETTER OF INTENT (to submit a bid)***

My company intends to submit a bid response for RFP - WVSU23002.

Company Name:	
Contact Name:	
Address:	
City, State, Zip:	
Phone #:	
Fax #:	
Email Address:	

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

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

RFP addendums (if any) will be sent (by email) to the contact person listed above.

**Bidders not submitting a letter of intent to bid are advised that they may not receive subsequent information relating to this specific bid.**

**Please return by email no later than December 16, 2022. Please return to:**

Hope Fout, Director of Purchasing  
West Virginia State University  
Email: [hope.fout@wvstateu.edu](mailto:hope.fout@wvstateu.edu)



## SECTION ONE: GENERAL INFORMATION / BACKGROUND

- 1.1 **Purpose:** West Virginia State University, hereinafter referred to as "University", is soliciting proposals, to establish a contract for an exclusive apparel provider for the University. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

- 1.2 **Location:** University is located at 5000 Fairlawn Avenue, Institute West Virginia 25112.

- 1.3 **Background:** West Virginia State University is located on a 100-acre campus in Institute, West Virginia.

West Virginia State University (WVSU) is a public historically black, land-grant university in West Virginia, founded under the provisions of the Second Morrill Act of 1890 as the West Virginia Colored Institute. In 2004, the West Virginia Legislature approved WVSC's transition to university status.

West Virginia State University is a member of NCAA Division II and the Mountain East Conference, and proudly sponsors 11 intercollegiate athletics programs including football, men's and women's basketball, women's soccer, women's volleyball, men's golf, acrobatics and tumbling, baseball, softball, men's and women's tennis, and will soon be offering men's and women's cross country and track & field. West Virginia State Athletics actively supports the University's mission of teaching, research and service by providing an atmosphere in which student-athletes can succeed at a championship level with the spirit of fair play, sportsmanship and integrity.

- 1.4 **Objective:**

The aim of this RFP is to identify a cost effective and service oriented vendor that can provide athletic apparel, equipment, and footwear for the University as outlined in the RFP.

Vendors may submit more than one proposal if they feel it is advantageous to the University.

- 1.5 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 1.5.1 **Compliance with Laws and Regulations:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

- 1.6 **Schedule of Events:**  
Letter of Intent to Submit a Bid Due ..... December 16, 2022  
Vendor's Written Questions/Inquiries Submission Deadline ..... December 16, 2022  
Addendum Issued by ..... December 21, 2022  
Bid Opening Date..... 3:00 p.m. on January 6, 2023  
Contract Award/Effective Date..... February 1, 2023 (tentative)
- 1.7 **Letter of Intent to Submit a Bid:** Vendors planning to submit a bid as a result of this RFP are requested to return the Letter of Intent (page 2 of bid package) by December 16, 2022. Bidders not submitting a letter of intent are advised that they may not receive subsequent information relating to this specific bid.
- 1.8 **Mandatory Pre-bid Conference Call: *Not Applicable***
- 1.9 **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the Director of Purchasing. The deadline for written inquiries is identified in the Schedule of Events, Section 1.7. All inquiries of specification clarification must be addressed to:
- Hope Fout, Director of Purchasing – [hope.fout@wvstateu.edu](mailto:hope.fout@wvstateu.edu)  
West Virginia State University  
Ferrell Hall Room 301  
P.O. Box 368  
Institute, WV 25112
- No contact between the Vendor and the University is permitted without the express written consent of the Director of Purchasing.** Violation may result in rejection of the bid. The Director of Purchasing named above is the sole contact for any and all inquiries after this RFP has been released.
- 1.10 **Response to Vendor's Questions/Inquiries:** Any vendor questions will be answered in an RFP Addendum which will be distributed (via email notification) to vendors who submitted a Letter of Intent to Bid. The addendum will be released via email notification no later than December 21, 2022. Addendum will also be posted on the West Virginia State University Purchasing webpage. Only the written response to questions will be binding.
- 1.11 **Verbal Communication:** Any verbal communication between the Vendor and any University personnel is **not** binding. Only information issued in writing and added to the RFP specifications by an official written addendum by Purchasing is binding.
- 1.12 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Office.

## SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Statement of Work:** The University intends to enter into an exclusive supplier agreement with a vendor for athletic apparel and athletic equipment for student-athletes, coaches and athletic staff. We have standardized on Nike products for our athletic apparel. However, non-branded equipment and apparel should also be available from the awarded vendor.

Coaching staff and athletes will wear "Nike" footwear and apparel at competitions, whenever possible.

Vendor must comply with any conference or regionals requirements for specific ball or equipment brand requirements.

Vendor shall be able to provide men's and women's cuts in apparel and uniforms; to provide tall and large sizes and be able to provide all footwear in standard sizes as well as in large/wide sizes.

- 2.2 **Sports:** The sports and average number of student athletes are listed below:

<b>Sports Team</b>	<b>Average number of Student-Athletes (annually)</b>
Baseball	40
Men's Basketball	20
Football	120
Men's Golf	10
Men's Tennis	10
Women's Acrobatics & Tumbling	20
Women's Basketball	20
Women's Soccer	40
Women's Softball	20
Women's Tennis	10
Women's Volleyball	30
<b>Totals</b>	<b>340</b>

Two new sports are being established at the University starting in the 2023-24 term (Cross Country and Track & Field)

<b>Other:</b>	<b>Average number of Non-Athletes (annually)</b>
Athletic Training	5
Athletic Administration	5
Strength and Conditioning	5
Event Staff	25
<b>Totals</b>	<b>40</b>

University expects that vendor shall be able to provide items listed above for each sport, however if vendor cannot the vendor shall provide substitutions and explain any substitutions to the above list.

**2.3 Products:** Items sought for athletic gear are listed below.

**The listing is representative of the products that are to be supported by the vendor and is NOT intended to be an all-inclusive list.**

Official game clothing  
Practice gear – shorts, t-shirts  
Competition shoes – cleats, turf, training, basketball, volleyball, etc.  
Training Shoes  
Team travel / warm-up suits  
Coaching gear – shorts, pants, polo shirts  
Coaching shoes  
Travel bags  
Socks, wristbands, sports bras  
Knee pads, protective gear & accessories, etc.  
Equipment e.g. volleyballs, basketballs, baseballs, gloves, bats, etc.  
Services: screen printing, embroidery, etc.

All equipment/apparel, accessories provided under this RFP must be new. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.

**2.4 Trademark/Logo/Colors:** The official colors of West Virginia State University Athletics are WVSU Gold, Black, and Gray.

All vendors must provide a proof screen printing or embroidery to the West Virginia State University representative prior to printing. Vendors must use the University athletic font, colors, and logos for all printed goods. Apparel samples must be provided upon request.

Official WVSU Gold Color: R:207 G:171 B:43

Official Gray Color: R:128 G:129 B:132

Official colors are listed on our website at [http://wvstateu.edu/wvsu/media/About/2014\\_graphicManual\\_web.pdf](http://wvstateu.edu/wvsu/media/About/2014_graphicManual_web.pdf)

**2.5 Historical Data:** For vendor's reference, during the past three fiscal years West Virginia State University has spent the following sums on apparel and equipment:

FY 20 \$36,000\*

FY 21 \$51,000\*

FY 22 \$121,000

\*FY20 and 21 are not typical years. COVID affected purchases.

This data is provided for informational purposes only. There are no implied or guaranteed amounts to be purchased by West Virginia State University as part of this contract.

**2.6 Vendor Requirements:**

2.6.1 The awarded Vendor is expected to be the manufacturer or a fully authorized dealer/distributor for any of the manufacturers it proposes. Vendor must guarantee that it is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the vendor with all quantities of the products required by the dealer in fulfillment of its obligation under any resultant contract with the University. If vendor is found to be non-authorized, the University reserves the right to reject vendor's proposal.

2.6.2 The Vendor is expected to furnish product, service and support as required by West Virginia State University. The Vendor and its distributors must be able to provide service and timely deliveries.

- 2.6.3 Selected vendor must maintain a business establishment with adequate inventories of the products offered, and must be capable of processing and shipping large numbers of various orders. All stock items must be delivered within two (2) weeks of receipt of and order.
- 2.6.4 Vendor must be able to provide custom items, or products fashioned to the University's specification that could have sport specific production periods. The vendor shall identify minimum quantity order for custom item orders. The vendor must specify in the proposal the ordering and delivery timelines for such items.
- 2.6.5 West Virginia State University recognizes that any one Supplier may not provide all product lines. No systems, products, or services have been excluded from this RFP. All product, supplies and accessories carried in a Supplier's catalog(s) price book(s) or otherwise available by special order are part of this solicitation.
- 2.6.6 Pricing is to be based on a percentage discount from Supplier's published list price.
- 2.6.7 Vendors must submit with their proposal a copy of each referenced price list and catalog in effect on the date of the bid opening. A copy of said pricelist must be supplied before an award can be made.
- 2.6.8 Vendors are required to furnish to the University, upon request and without charge, catalog(s) and price lists related to the products that will be available to West Virginia State University under any subsequent award.
- 2.6.9 Vendor must verify that they are capable of and experienced with providing the University with the option of custom screen printing and embroidery. Provide screening and embroidery quantity requirements and pricing information, if any.
- 2.6.10 Vendor must identify their policy for a stock item exchange (i.e. size exchange) and any restriction to the exchange policy.
- 2.6.11 Vendor must provide information on their return policies for all erroneously ordered items, including any re-stocking fees. There should be no restocking fee for returned items that were damaged or shipped by the vendor in error.
- 2.6.12 Vendor must include sales representative information in their response. The University seeks personalized service and individual attention provided by a designated sales representative. Explain how/ways the sales representative will provide services to West Virginia State University. Also, indicate the sales representative's qualifications.
- 2.6.13 West Virginia State University shall require onsite services such as measuring. Verify that your company is capable of and experienced with providing such services.
- 2.6.14 West Virginia State University will purchase items from the resulting contract with University Purchase Orders or with departmental purchasing cards (credit cards). Reply with your understanding of this requirement and your company's ability to accept both purchase orders and credit cards.
- 2.6.15 Provide information on how products are ordered, an overview of your website (if applicable), catalog information, etc.
- 2.6.16 West Virginia State University desires the awarded bidder to offer an online athletic team shop. Indicate in your proposal your ability to offer an online team shop and any royalty that West Virginia State University will receive. Indicate whether the royalty will be in the form of cash or promotional product.

2.7

**Additional Financial Incentives:**

Along with offered discount pricing structure, the University would be interested in considering additional financial incentives if offered by vendor.

**2.7.1 Provide and elaborate on any incentives offered to the University. These are suggestions only and are not presented to restrict or exclude other similar incentives:**

Incentive Bonuses (or a sliding scale of promotional merchandise value) tied to annual business thresholds

Indicate if the value of the merchandise shall be determined using retail or wholesale costs

Indicate any stipulations on the use of earned product rebates. For example: Do they expire or can they be carried forward from school year to school year; can the product rebate be used to purchase uniforms;

Branded Teams Sport Package/Apparel Rebate:

Indicate the value of any free "branded" products

Indicate if calculated at retail or wholesale prices

Indicate any restrictions on what can be purchased with the apparel rebate; for example, can they be used toward the purchase of uniforms?

Incentive bonuses tied to performance achievements (i.e. regular season/conference championship, NCAA appearances, Conference Coach of the Year, etc.)

Signing bonus

Marketing Package – for example, media backdrop, table cloths, banners, flags, marketing mannequins to be used for recruiting and uniforms, etc.

Contract "kick-off" bonuses (i.e. special rates or offers for the first season for select teams)

Please respond with the type, structure and value of the incentive, and indicate whether the incentives, if accepted by the University, shall be in the form of cash or merchandise.

**2.7.2 The University encourages vendors to provide an annual donation for athletic scholarships for our student athletes. Please explain if you shall donate and how much you will donate annually.**

**2.7.3 Explain if vendor provides product support for community events and special intercollegiate events.**

**2.7.4 Provide any additional information considered pertinent for the University to know when evaluating proposals, such as value added or unique services.**

**NOTE:** Please use a separate sheet of paper as necessary to describe the type, structure and value of any and all offered incentive programs **Financial Incentives must be included with the COST PROPOSAL in a separate sealed envelope.**

**2.8 Transition Plan: Not Applicable**

**2.9 Vendor Qualifications and Experience:** Vendors must provide the following information regarding their company:

**2.9.1 Describe your company, its history, corporate structure, officers or partners, number of employees and operating policies which would affect this contract.**

- 2.9.2 Identify the firms' representative that will be assigned to our account and describe his/her history and experience in serving clients of similar scope and size to West Virginia State University.
- 2.9.3 Provide information regarding history of performance of the proposer providing apparel services at institution of similar scope and size.
- 2.9.4 References: Provide a list of at least three current higher education (or other similar academic background where such services are being offered) clients of similar scope and size. Include organization name, contract name, title, telephone number and email address of the contract person.
- 2.9.5 Describe the financial status of the company. Attach a copy of the most recent annual financial statement or other such document that demonstrates the company's financial stability.



### SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the University nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** While there is no intent to limit the contents of any proposal, proposals should conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

Tab 1: **Title Page** -- State the RFP number, vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date. Include Attachment B (Purchasing Affidavit), Attachment C (Resident Vendor Preference) and Attachment D (Disclosure of Interested Parties to Contracts) under tab 1.

Tab 2: **Vendor Qualifications and Experience** – provide the information requested in Section 2.9 of the RFP

Tab 3: **Response to Scope of Services** -- Vendors must include Section 2, Project Specifications in its entirety with an acknowledgement of (or comments/response to) each item (sub-section).

Tab 4: **Implementation Plan** – Proposers shall include an implementation plan which shall consist of significant times, dates, key individuals involved and projected milestones of this project.

Tab 5: **Agreement/ Exceptions** – Indicate agreement with or exceptions to any of the contract terms or conditions.

Tab 6: **Pricing** – This tab should include all cost information: Financial Offer Summary page, Attachment A, and any additional Financial Incentives. Vendor shall provide information for this tab in a sealed envelope separate from the technical proposal.

- 3.4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

**Technical proposals** (tabs 1, 2, 3, 4, and 5) must not contain any cost information relating to the project.

**Cost proposal** (tab 6) shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the University **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

- 3.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code** §5A-3-11, the University cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

**Vendors responding to this RFP shall submit:**

One (1) **original technical and cost proposal** plus four (4) convenience copies to:

Hope Fout  
Director of Purchasing  
West Virginia State University  
Ferrell Hall Room 301



P.O. Box 368  
Institute, WV 25112

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

REQ #:	RFP # WVSU23002
Opening Date:	January 6, 2023
Opening Time:	3:00 p.m.

- 3.5 **Purchasing Affidavit:** *West Virginia Code* §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. See ATTACHMENT B
- 3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code* §5A-3-37, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission. See ATTACHMENT C
- 3.7 **Interested Parties Disclosure:** W. Va. Code § 6D-1-4 requires that vendors entering into contracts with an actual or estimated value of at least \$100,000, must disclose, in writing, the interested parties of the business entity before entering into a contract with a higher education institution. West Virginia State University requires that disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation (ATTACHMENT D) or can be obtained from the WV Ethics Commission.
- "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency:
- Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, that subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.
- 3.8 **Technical Bid Opening:** The Purchasing Office will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.
- 3.9 **Cost Bid Opening:** After the evaluation and scoring of the technical proposals, the Purchasing Office will open the cost proposals. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

## SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

### **Step 1: Technical Proposal Evaluation**

The following are the evaluation factors and maximum points possible for technical point scores:

Qualifications and Experience .....	25 Points
Prior experience with college/university athletic uniforms and apparel services	
Experience and credentials of individual assigned to account	
References, Reputation	
Ability to Perform.....	45 Points
Vendor's demonstrated ability to effectively perform the specified services	
Vendor's ability to provide uniforms, apparel, shoes and services to all sports teams	
Proximity of local support to West Virginia State University campus for onsite services	
Ability to provide screen printing, embroidery and accommodate custom fonts	
Vendor's policies (order deadlines, returns, etc.)	
Vendor's response to Section 2	
Value added services	
Brand Offered	

### **Step 2 Cost Proposals**

Cost.....	30 points
Pricing/Discount %	
Financial Incentives	
Scholarship Donation	

Points for cost will be determined by the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Price of Proposal being evaluated}}{\text{Highest responsive proposal}} \times 30 = \text{Cost Score}$$

- 4.2.1 **Technical Evaluation:** The University evaluation committee will review the technical proposals, and make a final recommendation to the Purchasing Office.
- 4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be

available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

4.2.3 **Cost Evaluation:** The Purchasing Office will review the cost proposals, assign appropriate points, and make a final recommendation of award.

4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

4.4 **Rejection of Proposals:** The University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The University further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the University confers no rights upon the bidder nor obligates the University in any manner.

4.5 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract. The vendor registration form is available at the following link:  
<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

## SECTION FIVE: CONTRACT TERMS AND CONDITIONS

5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.

5.2 **Public Record:** All documents submitted to the University related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the West Virginia State University Purchasing Office.

Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in **West Virginia Code** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The University does not guarantee non-disclosure of any information to the public.

5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 30 cents per page.

5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University.

5.4 **Vendor Relationship:** The relationship of the Vendor with the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University, and shall provide the University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the University.

5.4.1 **Subcontracts/Joint Ventures:** The Vendor may, with the prior written consent of the University, enter into subcontracts for performance of work under this contract.

- 5.4.2 **Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.
- 5.4.3 **Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.5. **Term of Contract and Renewals:** This contract will be effective February 1, 2023 and shall extend for the period of five (5) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of five (5) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the University ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.

5.6. **Non-Appropriation of Funds:** If funds are not appropriated for the University in any succeeding fiscal year for the continued use of the services covered by this contract, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

5.7. **Changes:** If changes to the contract become necessary, a formal contract change order will be negotiated by the University and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the University, the Vendor shall determine if there is an impact on price with the change requested and provide the University a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PURCHASING OFFICE.**

5.8. **Price Quotations:** The price(s) quoted in the Vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.

5.9. **Invoices:** The Vendor shall submit invoices, in arrears, to the University at the address on the face of the purchase order labeled "Invoice To."

5.10. **Purchasing Card Acceptance:** West Virginia State University currently utilizes a Purchasing Card Program, administered by the State of WV under contract by a banking institution, to process payment for goods and services. The Vendor must accept both the Purchasing Card and Purchase Orders for orders under this contract.

5.11. **Liquidated Damages:** *Not applicable*

5.12 **Contract Termination:** The contract may be terminated by West Virginia State University with thirty (30) days prior notice pursuant to ***West Virginia Code of State Rules*** § 148-1-7.16.2. West Virginia State University shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

5.13 **Special Terms and Conditions:**

5.13.1 Bid and Performance Bonds ***Not Applicable***

5.13.2 Insurance Requirements:  
Comprehensive General Liability Coverage with \$1,000,000 limit of liability;  
Auto Coverage with \$1,000,000 limit of liability;  
Workers' Compensation Coverage as required by law, with Employers Liability Coverage included

5.13.3 License Requirement: ***Not Applicable***

5.13.4 Protest Bond: ***Not Applicable***

5.14 **Record Retention (Access and Confidentiality):** Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make such records available to University personnel at the Vendor's location during normal business hours upon written request by the University within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the University to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

## SECTION SIX: FINANCIAL OFFER SUMMARY

Vendor must identify all costs, fees or charges for which West Virginia State University will be billed. Costs not indicated in your proposal will not be paid. Vendors are to clearly state agreement with or exception to any terms or conditions in their response. For any exceptions, written documentation is required.

### 6.1 Pricing

Pricing is to be based on a percentage discount from Supplier's published list price and increases are limited to once every 12 months. The discount shall remain firm for the life of the contract unless improved to the benefit of West Virginia State University. Prices for any items ordered are to be based on the manufacturer's published list price in effect at the time of order placement. West Virginia State University must be notified in writing of any "proposed" changes a minimum of ninety (90) days prior to the planned implementation.

Agreed \_\_\_\_\_

(Initial)

### 6.2 Pricing Discounts

Proposed pricing discounts are to be recorded in **Attachment A – Pricing/Discounts** and included in "Tab 6 Pricing" of proposal response.

### 6.3 Additional Pricing of Products or Services

Vendors electing to propose pricing on additional products or services must submit additional items on a separate list. The list must be labeled as "additional items" and included in "Tab 6 – Pricing" of proposal response. West Virginia State University reserves the right to accept or reject additional items in part or in whole.

### 6.4 Financial Incentives

Vendors electing to offer financial incentives (as requested in Section 2.7) must clearly identify each incentive on a separate page. This page must be labeled as "Financial Incentives" and included in "Tab 6 – Pricing" of proposal response.

### 6.5 Shipping/Delivery

Bid response must clearly state shipping/delivery costs, if any. It is highly recommended that all Items be shipped FOB Destination.

Company Name:	
Authorized Signature:	
Printed Name:	
Title:	
Address:	
FEIN #:	
Date:	



## Attachment A – Pricing/Discounts

All purchase prices shall be based on discount off manufacturer's list price, current issue.

All deliveries will be made to the West Virginia State University Receiving Station located at the Physical Plant.

Manufacturer Name: \_\_\_\_\_

Title and Date of Applicable Catalog(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Stock Items, Apparel \_\_\_\_\_ %

Stock Items, Practice Wear \_\_\_\_\_ %

Footwear \_\_\_\_\_ %

Custom Items/Uniforms \_\_\_\_\_ %  
(may include tackle twill, embroidery or screening)

Modified Custom Apparel Items \_\_\_\_\_ %

Apparel related accessories \_\_\_\_\_ %  
(i.e. batting gloves, football gloves, head bands, etc.)

Cost for screen printing and embroidery \_\_\_\_\_

Note: If further breakdown is required, please indicate below:

Other: \_\_\_\_\_ %

Other: \_\_\_\_\_ %

Other: \_\_\_\_\_ %

Company Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_



## ATTACHMENT B - PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

### DEFINITIONS:

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 01/19/2018)*

**ATTACHMENT C – VENDOR PREFERENCE CERTIFICATE**

**SEE ATTACHED**

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

**8. Application is made for reciprocal preference.**

- ☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

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

*\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

**ATTACHMENT D: DISCLOSURE OF INTERSTED PARTIES TO CONTRACTS**

**SEE ATTACHED**

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☐ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☐ Check here if none, otherwise list entity/individual names below.

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

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_