



EAST TENNESSEE STATE
UNIVERSITY

East Tennessee State University

REQUEST FOR PROPOSAL

ATHLETIC APPAREL AND GEAR

RFP No.	6891
Proposal Issue Date	January 21, 2025
Response Date/Time	February 14, 2025 at 2PM EST

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1 INTRODUCTION

1.1 Background

East Tennessee State University is located in Johnson City, Tennessee. Comprised of 11 colleges and schools, including 140 academic programs, ETSU offers degrees in arts and sciences, business and technology, education and health sciences, including numerous honors and enrichment opportunities for undergraduates and graduates. The ETSU campus consists of a 350-acre main campus and a 31-acre Medical College that is located on the Veterans Administration campus. ETSU also has over 20 remote sites that include Distance Education Centers and Medical Clinics.

Currently, ETSU's enrollment surpasses 14,000 students, taught and served by more than 2,600 faculty and staff.

For additional information, please visit the ETSU web site at www.etsu.edu and the ETSU athletics site at www.etsubucs.com.

1.2 Statement of Procurement Purpose

East Tennessee State University (ETSU), hereinafter Institution, has issued this Request for Proposal (RFP) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Institution's process for evaluating proposals and selecting a contractor to provide the requested goods and/or goods and/or services.

Through this RFP, Institution seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Vendors must complete the Ownership Ethnicity Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. The Institution shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

The Institution intends to secure a contract for Athletic apparel, footwear, equipment, and related accessories, as well as sponsorship support and value-added services to the ETSU Athletic Department.

See Attachment 6.4 for additional information and requirements.

1.3 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.2, *Pro Forma* Contract details what the Institution requires:

- Scope of Goods and/or services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E

The *Pro Forma* Contract substantially represents the contract document that the successful Proposer selected by the Institution MUST agree to and sign. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive. The Pro Forma contract will be completed after award of the RFP.

1.4 Coverage and Participation

It is acknowledged that East Tennessee State University is issuing this proposal, with the option for other institutions within the System, the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Contract. A listing of these institutions is provided in Attachment 6.8. After the initial term of the resulting Contract, and each year of the Contract thereafter, the Institution reserves the right to re-negotiate more favorable terms/pricing if more institutions provided in Attachment 6.8 choose to join the resulting Contract.

1.5 Nondiscrimination

The Contractor shall abide by all applicable federal and state laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of classifications protected by Federal or State law. Accordingly, the Contractor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The Institution has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Special Assistant to the President for Equity & Diversity
1276 Gilbreath Dr.
Johnson City, TN 37614
423.439.4445

1.6 Assistance to Proposers with a Disability

A Proposer with a handicap or disability may receive accommodation relating to the communication of this RFP and participation in this RFP process. A Proposer may contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFP Section 2, Schedule of Events.

1.7 RFP Communications

1.7.1 Unauthorized contact regarding this RFP with employees or officials of the Institution other than the RFP Coordinator named below may result in disqualification from this procurement process.

1.7.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the Institution's only official point of contact for this RFP.

Katherine Zink, Ed.D.
East Tennessee State University
1276 Gilbreath Dr.
Burgin Dosssett Hall, B-16
Johnson City, TN 37614
423.439.4224
423.439.5746
littlem@etsu.edu

1.7.2 The Institution has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP 6891

1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFP. Only the Institution's official, responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. The Institution's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

- 1.7.4 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.
- 1.7.5 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Institution. The Institution assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to the Institution by the specified deadline date shall not substitute for actual receipt of a communication or proposal by the Institution.
- 1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.7.7 The Institution will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP. Such communication may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website:
<https://www.etsu.edu/bf/procurement/purchasing/bids.php>
- 1.7.8 Any data or factual information provided by the Institution (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. The Institution will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Proposer’s obligation to independently verify any data or information provided by the Institution.

1.8 Notice of Intent to Propose

Each potential Proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer’s name
- name and title of a contact person
- address, telephone number, facsimile number, and email address of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.7, *et seq.*, above).

1.9 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer’s failure to submit a proposal before the deadline shall cause the proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to the Institution. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

1.10 Written Questions/Answer Period

A question-and-answer period deadline is defined in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have regarding the scope of goods and/or services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., EST.

RFP SCHEDULE OF EVENTS		
NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.		
EVENT	TIME	DATE <small>(all dates are Institution business days)</small>
1. Institution Issues RFP		January 21, 2025
2. Disability Accommodation Request Deadline		January 28, 2025
3. Written Questions/Comments Deadline		January 30, 2025
4. Institution Responds to all Comments/Questions		February 7, 2025
5. Notice of Intent to Propose		February 10, 2025
6. Proposal Opening	2:00pm EST	February 14, 2025
7. Institution Completes Technical Proposal Evaluations		February 21, 2025
8. Institution Opens Cost Proposals and Calculates Scores		February 25, 2025
9. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection		February 28, 2025
10. Award of Contract		March 14, 2025
11. Contract Effective Date		July 1, 2025

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. The Institution reserves the right to further clarify and request amended proposals and/or to negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Any amendment or negotiation shall be within the scope of the original procurement. Institution may initiate negotiations which serve to alter the bid/proposal in a way favorable to the Institution. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original, (with original signature), one (1) *electronic, and five (5) copies of the Technical Proposal to the Institution in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP 6891 - Do Not Open”

*Electronic copy must be submitted on a flash drive with the Technical Proposal submission in a Word document.

3.1.3 Each Proposer must submit one (1) original (with original signature), and one (1) electronic* copy of the Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP 6891 -- Do Not Open”

*Electronic copy must be submitted on a flash drive with the Cost Proposal submission in the format it was provided to the Proposer by the Institution (i.e. Word or Excel).

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP 6891”

3.1.5 The Institution must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date in RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

East Tennessee State University
Procurement Office, Burgin Dossett Hall, B-16
1276 Gilbreath Dr.
Johnson City, TN 37614

3.1.6 A proposal must be typewritten or hand-written in ink. A Proposer may not deliver a proposal orally or solely by means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.5, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC. INCLUSION OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND THE INSTITUTION MAY REJECT IT, AT ITS SOLE DISCRETION.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

- 3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide (**including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof**);
- 3.2.6 The Institution may at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.4 of Attachment 6.4 for instruction on providing additional/optional cost rates.
- 3.3.4 The proposed cost shall incorporate all costs for goods and/or goods and/or services under the Contract for the total contract period.
- 3.3.5 **The Proposer must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**
- 3.3.6 In the event of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.
- 3.3.7 If a Proposer fails to submit a Cost Proposal as required, the Institution shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). All such Comments must be made in writing and received by the Institution no later than the Written Comments Deadline in RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

Any proposed alternatives, revisions or additions to the Pro Forma Contract (Attachment 6.2) must be made in writing. **Should the Proposer fail to include proposed alternatives, revisions or additions to the Pro Forma by the Written Comments deadline and/or in its Technical Proposal Response, such alternatives, revisions or additions will not be considered.** A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

4.2 RFP Amendment and Cancellation

The Institution reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must in response to the final written RFP and any exhibits, attachments, and amendments.

The Institution reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

- 4.3.1 The Institution reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The Institution may consider any proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.
- 4.3.3 A Proposer may submit an alternate proposal; however, Proposer must submit a proposal that offers the goods and/or services requested by this RFP.
- 4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.
- 4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.
- 4.3.7 The Institution shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.8 The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 4.3.8.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 4.3.8.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.8.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.9 The Institution reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

4.4 Incorrect Proposal Information

If the Institution determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Goods and/or services

If a proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Please note that proposed additional goods and/or services will not be used in evaluating the proposal.

4.6 Assignment & Subcontracting

4.6.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the Institution. The Institution reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.6.2. If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.11.).

4.6.3. Subcontractors identified within a response to this RFP will be deemed as approved by the Institution unless the Institution expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.6.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the Institution and with the Institution's prior, written approval.

4.6.5. Notwithstanding any Institution approval relating to subcontracts, the Proposer who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.7 Right to Refuse Personnel

The Institution reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel, of the prime contractor or a subcontractor providing goods and/or services. The Institution will document in writing the reason(s) for any rejection of personnel.

4.8 Insurance

Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract, with the policy listing the Institution as additional insured. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the goods and/or goods and/or services of the successful bidder under this contract.

Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Institution shall be in form and substance acceptable to the Institution.

4.9 Professional Licensure and Department of Revenue Registration

4.9.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the Institution as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.9.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer's employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods and/or goods and/or services as required by the contract. The Institution may require any Proposer to submit evidence of proper licensure.

4.9.3. Before the Contract is signed, the apparent successful Proposer must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The Institution shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirements, Proposer should visit <https://apps.tn.gov/bizreg/>.

4.10 Financial Stability

The successful Proposer will be required to provide information to ETSU to demonstrate financial stability and capability prior to award of contract. These requirements are located in Attachment 6.4 of this RFP.

4.11 Service Location and Workspace – Not Applicable

4.12 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. To do so, a Proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.13 Proposal Errors and Amendments

At the option of the Institution, a Proposer may be bound by all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date in the RFP Section 2, Schedule of Events unless formally requested, in writing, by the Institution.

4.14 Proposal Preparation Costs

The Proposer is responsible for all costs associated with the preparation, submittal, or presentation of any proposal.

4.15 Continued Validity of Proposals

Proposals shall state that the offer contained therein is valid for a minimum of one hundred twenty (120) days from the date of opening. This assures that Proposers' offers are valid for a period of time sufficient for thorough consideration. Proposals which do not so state will be presumed valid for one hundred twenty (120) days from the date of the Cost Proposal opening.

4.16 Disclosure of Proposal Contents

- 4.16.1 Each proposal and all materials submitted to the Institution in response to this RFP shall become the property of the Institution. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.
- 4.16.2 Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504. By submitting a proposal, the Proposer acknowledges and accepts that the proposal contents and associated documents shall become open to public inspection in accordance with said statute.
- 4.16.3 If an RFP is re-advertised, all prior offers and/or proposals shall remain closed to inspection by the Proposers and/or public until evaluation of the responses to the re-advertisement is complete.

4.17 Contract Approval

The RFP and the successful proposer selection processes do not obligate the Institution and do not create rights, interests, or claims of entitlement by either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and Institution obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other Institution/State officials as required by state laws and regulations.

4.18. Contractor Performance

The Contractor will be responsible for the delivery of all acceptable goods or the satisfactory completion of all goods and/or services set out in this RFP (including attachments) as may be amended. All goods and/or services are subject to inspection and evaluation by the Institution. The Institution will employ all reasonable means to ensure that goods delivered and/or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.19. Contract Amendment

After contract award, the Institution may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Institution will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to the Institution with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the Institution and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both the Institution and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render services until the Institution has issued a written contract amendment with all required approvals.

4.20. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Institution and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.21 Next Ranked Proposer

The Institution reserves the right to initiate negotiations with the next ranked Proposer should the Institution cease doing business with any Proposer selected via this RFP process.

4.22 Contractor Registration

Proposers should complete the Institution's vendor registration process. When applicable, the Institution shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration with the Institution is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

4.23 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the ETSU Board of Trustees https://www.etsu.edu/bf/procurement/purchasing/vendor_information.php.

4.24 Protest Procedures

Refer to the following Internet URL to obtain the Institution's bid protest procedures:

https://www.etsu.edu/bf/procurement/purchasing/vendor_information.php

A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

4.25 Impermissible Clauses

A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. The following is a list of the impermissible clauses:

1. Hold harmless / indemnification by the State.
2. Disclaimers of liability for incidental, exemplary or consequential damages.
3. Disclaimers of express or implied warranties.
4. Limitation on dollar amount which can be covered by the State.
5. Limitation on time within which State may bring suit.
6. No termination date.
7. Advanced deposits or payments required.
8. State shall pay any taxes associated with the contract.
9. Assessment of penalties and liquidation damages against the State.
10. Binding arbitration clause.
11. Award of attorney's fees and costs in case of breach by the State.
12. Governing law other than Tennessee; consent to jurisdiction outside Tennessee.
13. Provisions requiring payment of interest, late charges or finance charges in excess of Tennessee Prompt Pay Act.
14. Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act, TCS § 10-7-101, et. Seq
15. Miscellaneous
 - A. The institution may not consent to the issuance of an injunction in the event of breach. An injunction against the State may only be issued pursuant to court order.
 - B. Travel expenses and per diem expenses may not exceed those set by ETSU Travel policy.
 - C. The risk of loss for goods in transit may not pass to the State before delivery unless the seller provides adequate insurance.
 - D. A contract may not be amended or extended if the termination date has passed. Once the contract has expired, there is no legal document remaining to either amend or extend.
 - E. The State may not be required to purchase or obtain insurance including liability insurance, performance bonds, or property insurance.
 - F. State may not be required to pay for labor not employed by the State unless the costs are covered in the contract.

- 4.26** A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.27** ETSU facilities are Tobacco-Free, where all use of tobacco is restricted to private vehicles. The policy can be found at <https://www.etsu.edu/humanres/relations/ppp53.php>.
- 4.28** All vehicles on ETSU property must comply with the University Parking and Traffic Regulations that are found at <http://www.etsu.edu/fa/fs/parking>. A temporary parking pass can be obtained online at this link also. A campus map is found at https://www.etsu.edu/ehome/maps/etsu_campusmap.html.
- 4.29** The successful Proposer is responsible for any damages to ETSU property and is responsible at the contractor's expense for the repair of such damages. This includes damages to sidewalks, curbs, and landscape areas.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The Institution will consider qualifications and experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each Proposal deemed by the Institution to be responsive.

CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements – Section 6.5 A	Pass / Fail
Qualifications and Experience	22
Technical Requirements	50
Cost Proposal	20
Contribution/Financial Proposal	10

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by the Institution to offer the best combination of attributes based upon the evaluation criteria. “Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

5.2.1 Technical Response Evaluation

The RFP Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, and consisting of three (3) or more Institution employees, will evaluate each Technical Proposal that appears responsive to the RFP.

5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each Technical Proposal against the evaluation criteria, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer’s clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The Proposer shall submit its resulting clarification to the Institution in the format specified in the clarification request.

5.2.2 Finalist Presentation Evaluation - N/A

5.2.3 Cost Proposal Evaluation

After the Technical Proposal evaluation has been completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.6, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.4 Total Proposal Score

The RFP Coordinator will calculate the sum of the Technical Proposal scores and the Cost Proposal scores and record the resulting number as the total score for the subject Proposal. (Refer to RFP Attachment 6.7., Score Summary Matrix).

5.3 Contract Award Process

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate institution official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The Institution reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a Proposer other than the one receiving the highest evaluation score, the requesting department/party must provide written justification for such an award and obtain the written approval of the appropriate institutional official.

5.3.2 After the appropriate official's determination, the Institution will issue an Intent to Award to identify the apparent best-evaluated proposal as specified in RFP Section 2, Schedule of Events.

NOTICE: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.3 The Institution will make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events following issuance of the Intent to Award.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution that shall be substantially the same as the RFP Attachment 6.2, Pro Forma Contract.

Prior to contract execution, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in the Institution's best interests. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the Institution may determine that the Proposer is non-responsive to the RFP terms and reject the proposal.

5.3.6 If the Institution determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

5.4 Service and Software Accessibility Requirements – not applicable

ATTACHMENT 6.1

**East Tennessee State University
HIGHER EDUCATION SYSTEM
Ownership Ethnicity Form**

In order to comply with reporting regulations required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any contract.

<p>1. Name of Contractor: _____</p> <p>Federal ID / Social Security Number: _____</p>	<p>2. Is Contractor a US citizen?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, state country of citizenship: _____</p> <p>(If not a US Citizen, please include a copy of Visa with this form.)</p>
<p>3. Kind of Ownership (Check one):</p> <p><input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Agency of the State of Tennessee (SA) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority* (see the following for definition) <input type="checkbox"/> Woman (WO)** (see the following for definition) <input type="checkbox"/> Small (SM)*** (see the following for definition) <input type="checkbox"/> Service-Disabled Veteran****(see the following for definition)</p>	<p>4. Minority / Ethnicity Code (Check One):</p> <p><input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO)</p> <p>Specify: _____</p>
<p>5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.)</p> <p><input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran</p>	
<p>6. Certification: I certify that all the information as completed above is accurate and true.</p> <p>_____ Signature Date</p> <p>Name (Printed): _____ Title: _____</p>	

Minority Ownership Clarification:

"Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

****Woman-Owned Business Clarification:**

A "woman-owned business" means a woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned mean any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

- 1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
- 2. In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or
- 3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

TYPE OF BUSINESS	ANNUAL GROSS SALES	NO. OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural / Design / Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Information Systems / Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing / Communications / Public Relations	\$2,000,000	30
Medical / Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

**ATTACHMENT 6.2
PRO FORMA CONTRACT**

The Pro Forma Contract set forth in this Attachment contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added, along with appropriate additional information, in the final contract resulting from this RFP. TO BE COMPLETED BY ETSU AFTER AWARD OF RFP.

**CONTRACT
BETWEEN
EAST TENNESSEE STATE UNIVERSITY
AND
[CONTRACTOR NAME]**

This Contract is entered into this ___ day of _____, 20__ by and between EAST TENNESSEE STATE UNIVERSITY (hereinafter referred to as the “Institution”) and [CONTRACTOR LEGAL ENTITY NAME], (hereinafter referred to as the “Contractor”), is for the purpose of providing athletic apparel, footwear, equipment, and related accessories as well as sponsorship support and value added services to the ETSU Athletic Department as further defined in the "SCOPE OF SERVICES".

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY] with its principal location being:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide athletic apparel, footwear, equipment, and related accessories, as well as sponsorship support and value added services to the ETSU Athletic Department. The scope of goods and/or services and Contractor’s specific responsibilities are defined in Attachment A of this Agreement.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2026 and ending on June 30, 2031. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period. This contract shall not extend past this defined five-year term.

B.2. Term Extension. Not Applicable

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Institution under this Contract exceed [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT]. The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests work and the Contractor performs the work.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless this Contract is amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the Institution in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the Service Rates listed in Attachment B.

The Contractor shall submit monthly invoices, in form and substance acceptable to the Institution with all the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. The Contractor agrees that the Institution shall issue payment for all goods and/or services under this Agreement via ACH Payment (direct deposit).

C.4. Travel Compensation.

The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The Institution reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the Institution any amounts which are or shall become due and payable to the Institution by the Contractor.

C.8. Retention of Final Payment. Not Applicable

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.

D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under Section D.4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least one hundred twenty (120) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount based upon such termination.

D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. Not Applicable
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising

therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.

- D.18. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. ADDITIONAL TERMS AND CONDITIONS:
- E.1. Communications and Contacts.

The Institution:

[TITLE OF INSTITUTION CONTACT PERSON] [USE ETSU DEPARTMENT CONTACT]

East Tennessee State University
1276 Gilbreath Dr.
Johnson City, TN 37614
423.439.6890, phone
423.439.5746, fax
littlekm@etsu.edu

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]
[EMAIL ADDRESS]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

- E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive: failure to perform in accordance with any term or provision of the Contract; partial performance of any term or provision of the Contract; any act prohibited or restricted by the Contract; or, violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— Institution shall notify Contractor in writing of a Breach.
- (1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.

- (2) Partial Default— In the event of a Breach, the Institution may declare a Partial Default. In which case, the Institution shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Institution will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Institution may revise the time periods contained in the notice written to the Contractor.

In the event the Institution declares a Partial Default, the Institution may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Institution of providing the defaulted service, whether said service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The Institution shall make the final and binding determination of the amount.

Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

- b. Institution Breach— In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Contractor may avail itself of any remedy available in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution's Breach. Failure by the Contractor to file a claim before the Claims Commission within one (1) year of the written notice of Breach shall operate as a waiver of the claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.4. Copyrights and Patents/Institution Ownership of Work Products. Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the services provided under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof. In any such action brought against the Institution, the Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

The Contractor further agrees that it shall be liable for the reasonable fees of attorneys for the Institution in the event such service is necessitated to enforce the obligations of the Contractor to the Institution.

- E.5. Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the services under this Contract.

- E.6. Performance Bond. Not Applicable
- E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.
- E.8. Inventory/Equipment Control. Not Applicable
- E.9. Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.
- E.10. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments
 - b. The Request for Proposal and its associated amendments
 - c. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof and shall provide all assistance required by the Institution in the Institution's defense. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.14. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contactor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

- E.15. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in the performance of the Contractor's activities under the Contract or review the Institution's Red Flags identity theft program and report any Red Flags to Institution.
- E.16. Sales and Use Tax. The Contractor shall be registered with or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.
- E.17. Data Privacy and Security.
Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Contract that: (i) identifies or can be used to identify an individual (including , without limitation , names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules, as amended together with regulations promulgated thereunder .

Some Personal Information provided by Institution to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor's exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a "school official" as defined in the applicable Federal Regulations for the purposes of this Contract.

With respect to any processing of personal data of persons located in, or personal data obtained from within, the European Union (EU), Contractor certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of such personal data as defined by and in accordance with the EU's General Data Protection Regulations ("GDPR"). Contractor will only act on the written instruction of the Institution and will assist the Institution in compliance with GDPR in relation to the security

of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights under the GDPR. Contractor consents to audits and inspections as necessary to ensure compliance with these provisions.

Data Security. Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any System, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on Systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by telephone at the following number: Karen King: Office: 423.439.7068, and e-mail kingk@etsu.edu, with a copy by e-mail to Contractor's primary business contact at the Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Institution for actual costs incurred by Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

Return of Personal Information. At any time during the term of this Contract, at the Institution's written request or upon the termination or expiration of this Contract, Contractor shall return to the Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at Customer's direction, securely dispose of all such copies.

The Contractor shall provide and retain timely, accurate, and comprehensive information such as records and reports that allow ETSU to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches.

- E.18. Contractor Commitment to Diversity. The Contractor shall assist the Institution in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the Institution in form and substance as required by Institution.
- E.19. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E.20. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- E. 21 Service and Software Accessibility Standards. Not Applicable
- E.22. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution's Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Contract through a click-wrap agreement. This Contract can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution's and ETSU's procedures, policies, and guidelines.

E.23. Binding Contract. The Contractor fully understands that this Contract is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

EAST TENNESSEE STATE UNIVERSITY:

[NAME AND TITLE]

Date

ATTACHMENT A (Pro-Forma Contract)

CONTRACTOR RESPONSIBILITIES

The Institution intends to establish a multi-year agreement with a qualified provider for athletic apparel, footwear, uniforms, accessories, and equipment. The Institution is interested in reviewing financial proposals that could potentially establish a relationship involving corporate sponsorship opportunities that are a result of this RFP. NOTE: The Institution, at their sole discretion, may determine whether this relationship is in the best interest of ETSU and if so, will fulfill said relationship with sponsorship inventory as available.

The Institution reserves the right to use other apparel and equipment suppliers for the following categories of apparel, footwear, and equipment based on the best interest of the program as determined by the Institution:

- a) Golf Apparel (rain gear, competition polos, competition pants, etc.) golf shoes, and equipment (clubs, travel bags, golf bags, golf balls)
- b) Cross Country and Track footwear
- c) Baseball and softball uniforms, hats, cleats, gloves, bats, and catcher's gear
- d) Soccer cleats
- e) Tennis equipment (i.e., rackets and tennis balls) and shoes
- f) Volleyball shoes
- g) Triathlon Uniforms

ATTACHMENT B (Pro-Forma Contract)

CONTRACT RATES

Note: The final contract rates to be added upon contract award.

Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points
Cost Item Description							
The Proposer's costs for this RFP must be addressed by line item, as follows:							
<p>Cost Structure</p> <p>Cost of goods, potential discounts, incentives, rebates. Delivery cost, delivery time, returns, re-stocking, minimum orders, warranties. Custom screen printing and embroidery. Comp product allowance. (Outline in Attachments 3, 5, and 6.) Give total for each of the five years.</p>							

Contribution/Financial	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points
Contribution Item Description							
The Proposer's contributions for this RFP must be addressed by line item, as follows:							
<p><u>Sponsorship Package:</u> Overall sponsorship package coverage, inclusiveness, offerings to include but not limited to apparel, footwear and accessories, benefits, cost-effectiveness and overall value to the University, including implementation, and the Proposer's "brand" change-over transition and implementation plan (and timing of implementation plan), if applicable. If needed, include an additional page.</p>							
<p>Donation Possible Financial Package</p>							
1.							
2.							
3.							

ATTACHMENT C (Pro-Forma Contract)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

TO BE COMPLETED BY SUCCESSFUL PROPOSER AFTER AWARD OF PROPOSAL

ATTACHMENT 6.3

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer's chief executive, attach evidence showing the individual's authority to bind the proposing entity.

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected.
2. The information detailed in the proposal submitted herewith in response to the RFP is accurate.
3. The proposal submitted herewith in response to the RFP shall remain valid for at one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFP.
6. **The Proposer ___does or ___does not agree that this proposal and current contract pricing, if requested, is available to other State of Tennessee Universities/UT Institutions, the Tennessee Board of Regents System and State of Tennessee departments for the same time period it is available to the Institution. A listing of these institutions is provided in Attachment 6.8.**
7. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
8. The Proposer understands and agrees that Proposer shall be paid by ACH payment. Payment terms are Net 30. Deposits and prepayments are not allowed.
9. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to § 12-12-106 (Iran Divestment Act). For reference purposes, the list is currently available at:
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies/procurement-information.html>

SIGNATURE & DATE: _____

ATTACHMENT 6.4

RFP REQUIREMENTS AND TECHNICAL PROPOSAL GUIDE

Project Narrative and Documentation

Section One:

I. Overview of the Request for Proposal

East Tennessee State University's Athletic Department (hereinafter Institution) is soliciting proposals from qualified proposers for the procurement of athletic apparel, footwear, equipment, and related accessories, as well as sponsorship support and value-added services to the ETSU Athletic Department from July 1, 2026 to June 30, 2031. The Institution intends to establish a multi-year agreement with a qualified provider for outfitting rights with certain identified exceptions outlined in any resulting contract between ETSU Athletics and Proposer. The resulting contract will be available to all ETSU departments if needed. The contract resulting from this Request for Proposal (RFP) shall be for a maximum period of five (5) years.

The Institution seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Proposers must complete the Ownership Ethnicity Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women, and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification.

The goal of this RFP is to pair the Institution with the most suitable business partner to provide athletic apparel, footwear, equipment, and related accessories as needed by the University. Further, the Institution is seeking a partner to assist with the promotion of East Tennessee State University athletics, as well as improving financial returns to the Institution. The successful respondent should demonstrate proven success in providing such services to colleges and universities.

ETSU is seeking the best and most advantageous Athletic Apparel Sponsorship Package, in the sole determination of the Institution, to best address, serve, accommodate and benefit our Intercollegiate Athletics program and sports-team outfitting needs, and to best help ETSU Athletics reach its most favorable and competitive level. To achieve this end, the Institution is prepared to offer the RFP Proposer substantial "potential benefits to the Proposer" regarding the Athletic Apparel Sponsorship Agreement that may result from this RFP award. Therefore, Proposers are to submit a proposal in response to this RFP with the most beneficial terms, and Athletic Apparel Sponsorship Package(s) for ETSU that the Proposer can offer.

The Institution invites interested Proposers, with a minimum of three (3) years' experience with Division I FCS level athletic programs, to submit proposals for athletic apparel, footwear, equipment, and related accessories as well as sponsorship support and value-added services.

II. Multiple Proposals

Proposers who wish to submit more than one proposal may do so, provided that each proposal stands alone and independently complies with the instructions, conditions, and specifications of the RFP. Each plan must be separately submitted and labeled as Proposal #1, Proposal #2, etc. If multiple responses are submitted, the Institution reserves the right to review each Proposal separately and award the Proposal that is the most advantageous and in the best interest of the Institution. The Institution is the sole judge of its best interests regarding the Proposal submitted.

III. **Best and Final Offers**

At the sole discretion of the Institution, those Proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer to further clarify the deliverables, contract language or costs, and financial package presented in the Proposer's RFP. If Best and Final Offers are requested, they will be evaluated against the stated criteria. There is no obligation on the part of the Institution to request Best and Final Offers from any or all the Proposers responding to the RFP.

IV. **Definitions for the Purposes of this RFP**

University, Institution, or ETSU, or Campus or a pronoun used in its place shall mean the East Tennessee State University Athletics Department, including but not limited to, any and all Athletics teams presently sponsored by the Athletics Department.

Proposer, Contractor, and Firm refer to a company responding to the Proposal.

Products shall mean: (*Note: This is not an exhaustive list*)

- a) All athletic and athletically inspired or derived footwear that members of any team, Coaches and/or Staff wear or may be reasonably expected to wear participating in a Covered Program Activity
- b) Authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, wind suits, rain suits, sideline or courtside pants, shorts, and shirts, "base-layer" apparel (i.e., compression/tight gear including padded compression products), and similar apparel, practice wear, thermal wear, and performance undergarments (collectively, "Authentic Competition Apparel") that members of an Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in a Covered Program Activity
- c) All other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweat suits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand-towels, football gloves, sleeves (e.g., single or double arm protective sleeves whether or not padded), weight training gloves, and elbow and knee pads that members of an Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in a Covered Program Activity.
- d) Footballs, men's basketballs, women's basketballs, and soccer balls
- e) Team equipment and travel bags
- f) Protective eyewear (e.g., football face mask eye shields), eyewear with performance attributes and sunglasses
- g) Athletic training equipment (e.g., parachutes, power bands, agility webs, speed ladders, power and quick react balls, etc.)
- h) Such other sports equipment and/or apparel as Proposer offers or may add to its Product lines at any time during the term of this Contract.

COVERED PROGRAM ACTIVITY shall mean the Games, practices, exhibitions, events and public appearances of a Covered Program, in which a Team member, Coach and/or Staff members appears as an official representative of the Institution.

INSTITUTION MARKS shall mean the names, nicknames, mascots, trademarks, service marks, logo graphics and/or symbols, and any other recognized reference to Institution or its Covered Programs.

TEAM shall mean that group of athletes attending Institution during the term of this Contract and comprising the roster of each Covered Program.

GAME shall mean game, match, meet, test, or such other competition reference as is appropriate to each individual sport.

COACH shall mean an individual employed during the term of this Contract to act as a head coach of a Covered Program.

STAFF shall mean, collectively, all assistant coaches and strength coaches, equipment managers, athletic trainers, any on-field/courtside staff (e.g., ball persons, basketball stat crews, etc.) and any upper-level athletic administrators employed by Institution during the terms of this Contract to provide services to or oversight of Covered Programs.

V. East Tennessee State University Athletics Information

The Institution is a member of the National Collegiate Athletic Association (NCAA) and the Southern Conference. The Institution’s Department of Athletics supports 18 NCAA Division I varsity intercollegiate athletic programs that compete at the highest level of collegiate athletics. All of the Institution’s men’s and women’s programs offer athletics scholarships.

The Institution’s varsity sport programs are as follows:

<u>Men’s</u>	<u>Women’s</u>
Baseball	Basketball
Basketball	Cross Country
Cross Country	Golf
Golf	Soccer
Football	Softball
Soccer	Tennis
Tennis	Triathlon
Track & Field (Outdoor)	Track and Field (Indoor) (Outdoor)
	Volleyball

Historical Data

For Proposer’s reference, during the past two fiscal years ETSU has spent approximately the following amounts on athletic apparel, footwear, equipment, gear, and other related product.

July 1, 2022 – June 30, 2023: \$428,000

July 1, 2023 – June 30, 2024: \$442,000

This data is provided for informational purposes ONLY. There are no implied or guaranteed amounts to be purchased by ETSU as part of this RFP.

The following table represents an estimate of participating athletics teams for the 2024-2025 ETSU school year. Note that this is a breakdown of the Institution’s estimated current annual outfitting needs and the estimated number of athletes and staff, etc., outfitted annually. This table is provided for reference purposes only. Annual outfitting needs may be more or less than the numbers individuated in this Table, and no guarantee of purchase of quantity is to be construed by presentation of this information.

SPORTS	NO. OF ATHLETES	NO. OF COACHES/STAFF
Baseball**	35	5
Men’s Basketball	15	7
Men’s Cross Country**	18	2
Football	110	20
Men’s Golf**	8	2
Men’s Soccer**	28	3
Men’s Tennis**	10	2
Men’s Outdoor Track and Field**	28	2

Women's Basketball	15	7
Women's Cross Country**	18	2
Women's Golf**	8	2
Women's Soccer**	28	3
Softball**	28	3
Women's Tennis**	10	2
Women's Indoor/Outdoor Track & Field**	50	3
Volleyball	14	3
Women's Triathlon**	10	2
Cheer	25	1
Dance	25	1
Totals	483	72
SUPPORT STAFF		NO. OF PERSONNEL
Administration		15
Sports Medicine		15
Media Relations		10
Managers		12
In-Game Personnel		35
Event Staff		15
Totals		102

The Institution reserves the right to incorporate other sports into this RFP. The Institution also reserves the right to add or delete programs from the above list, as determined necessary by ETSU's Department of Intercollegiate Athletics.

****IMPORTANT:** The Institution reserves the right to use other apparel, footwear, and equipment suppliers for the above noted Covered Programs of the Institution due to pre-existing relationships the individual sports have in place. Proposer shall feel free to incorporate these Covered Programs into their response. However, the Institution reserves the sole right to make the determination whether to continue utilizing the pre-existing relationships, utilize a flexible-ordering system with Proposer where said ordering is in the best interest of the Team, or to transition into a deal with the awarded Proposer, if that is in the best interest of the Program and the Institution. This decision is solely at the discretion of the Institution.

VI. RFP Evaluation Review Process

The RFP committee will conduct a comprehensive review and analysis of each proposal using the following process.

Mandatory Requirements: A review of proposals will be conducted to ensure that all mandatory requirements are met. Failure to meet any of the mandatory requirements may result in a proposal being considered non-responsive and will result in elimination from further evaluation.

Technical Score: A review of Proposer's focus, experience, and expertise with Division I FCS level programs; knowledge and experience working with FCS mid-major programs in the South; account references, past performance, as well as implementation plan; staffing plan; size/composition/experience of back-office and company financial stability, and responsiveness to the RFP, as provided in Proposer's proposal.

Financial Rating: A review of all financial benefits with a focus on signing bonuses, annual financial cash guarantees, complimentary product offerings, availability of complimentary product allotments, and buying power relative to regular and custom goods, uniforms, footwear, and equipment provided to the Institution.

The Institution will also take into consideration any special/unique financial proposals that would supplement the specifications listed above. Final score for each Proposer will be the total combined points received for the technical and financial criteria. The Proposer with the highest total will be awarded the contract. The Institution will be the sole judge of the suitability of the Proposer.

VII. Qualification of Proposer

The Proposer must have a minimum of three (3) years' experience with Division I FCS level athletic programs. The actual work shall be performed by qualified and experienced staff of the Proposer.

VIII. Scope of Products and Services

The Institution intends to establish a multi-year agreement with a qualified provider for athletic apparel, footwear, uniforms, accessories, and equipment. The Institution is interested in reviewing financial proposals that could potentially establish a relationship involving corporate sponsorship opportunities that are a result of this RFP. NOTE: The Institution, at their sole discretion, may determine whether this relationship is in the best interest of ETSU and if so, will fulfill said relationship with sponsorship inventory as available.

The Institution reserves the right to use other apparel and equipment suppliers for the following categories of apparel, footwear, and equipment based on the best interest of the program as determined by the Institution:

- a) Golf Apparel (rain gear, competition polos, competition pants, etc.) golf shoes, and equipment (clubs, travel bags, golf bags, golf balls)
- b) Cross Country and Track footwear
- c) Baseball and softball uniforms, hats, cleats, gloves, bats, and catcher's gear
- d) Soccer cleats
- e) Tennis equipment (i.e., rackets and tennis balls) and shoes
- f) Volleyball shoes
- g) Triathlon Uniforms

The following specifications outline the firm requirements for the proposed service. They are provided to assist participants in understanding the objectives of ETSU and submitting a thorough response. Submittals must reflect in detail their inclusion of these specifications and the degree to which they are provided.

Section Two:

I. Submittals Required for the Following:

Technical Response - Proposer's Obligations/Responsibilities/Rights. Proposer is to address how they will meet each of the requirements in this section and include as much detail as possible.

A. Technical and Service

Products

- a) Provide a brief history of the company and its expertise in intercollegiate sports apparel, footwear, uniforms, and general sporting equipment. Please also provide information on any other areas that Proposer's business has focused on in addition to apparel and equipment sales.
- b) Direct and Subcontracted Supply in support of the University – Provide a list of each sport your company manufactures uniforms, apparel, footwear, and accessories for, as it relates to the University's athletic programs listed above. Provide a list of the University's sports programs that are subcontracted, listing out items and respective manufacturers.
- c) All products offered shall be nationally advertised and first-rate quality. Only top of the line, popular brands are acceptable.
- d) Provide complete catalog and/or link to electronic catalog of all available Products offered. Include instructions on how to access published price lists electronically.
- e) Proposer shall provide information to show that they are 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.
- f) Proposer shall provide information relating to their ability to provide custom items, or products fashioned to the buyer's specification that could have sport specific production periods. Proposer shall specify in the proposal the ordering and delivery times for such items. See Attachment 7.4.
- g) ETSU believes an inventory of five (5) million dollars of guaranteed inventory in stock is reasonable. Proposer shall provide information on the amount of guaranteed stock inventory on-hand at any given time. Proposers with a minimum ten (10) million dollars of guaranteed inventory in stock will be awarded more points.
- h) Proposer shall demonstrate the ability to show real-time, up to the minute inventory listing on their website to provide ETSU with the most accurate ordering information.
- i) Proposer shall provide information showing that they possess the appropriate collegiate licensing registration and compliance.
- j) Proposer shall be able to provide Product that is consistent with the Athletics Branding Guide of the Institution. Proposer is to confirm that Products are consistent with Institution's branding. See Attachment 7.2 – ETSU Athletics Brand and Style Guide.
- k) Proposer shall provide Institution with samples of Products offered under this RFP. In their response, Proposer shall indicate if they require the return of the sample items. Please send items with RFP submissions. See Attachment 7.1 with requested sample products.
- l) The primary school color is Navy Pantone 282C. The secondary color is Gold Pantone 123. Provide fabric samples of color closest to Navy Pantone 282C and gold Pantone 123C that would be used in uniforms, apparel, footwear, accessories, and embroidery. Fabric color sample to be provided in submitted bid proposal.
- m) Proposer shall be able to provide footwear in standard sizes as well as in large/wide sizes.

- n) In the event a uniform/apparel brand transition from ETSU's current brand (Nike) occurs, explain the cross-over process, timeline and the facilitation procedures the company has in place to support this transition.

Services

- a) Proposer shall provide information related to their ability to provide in-house embroidery, screen-printing, and sublimation. Is it all handled in-house? If it is sourced to a third party, provide that company's name and address and number of years they have been in business. Proposers that have the ability to provide in-house embroidery, screen-printing, and sublimation will be awarded more points.
- b) Proposer shall provide information related to their ability to produce branding packages with the logo of apparel manufacturer. Proposers that have the ability to produce branding packages with the logo of apparel manufacturer will be awarded more points.
- c) Proposer shall validate in its response its understanding that Proposer shall have the ability to provide an online sales website for alumni/fans/parents with retail options and ability to pre-pack/bag orders and ship orders to homes across the United States. Proposer will set up the website at no charge to ETSU. Proposers that have the ability to set up an online website free of charge for alumni/fans/parents with retail options will be awarded more points.
- d) Proposer shall provide any other pertinent information related to the technical support and customer service options Proposer is capable of providing.

Qualifications & Experience

- a) Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
- b) Indicate how long the Proposer has been performing the services of Division I FCS required by this RFP and include the number of years in business.
- c) Proposer shall provide information (names, location, contact information) on those individuals assigned to work with the Institution under the terms of this RFP. This shall include a detailed description of the individual's experience in providing support for this type of program.
- d) Describe proposer's brand recognition and market share.

Customer Service

- a) Proposer shall provide sales representation and support on the campus of ETSU on a weekly basis. Sales representative(s) is responsible for showing branded product samples, creating ordering templates, communicating order deadlines, and providing 24 (twenty-four) hour response time for all questions and concerns.
- b) Proposer shall provide in its response a description of a customer service plan and a proposed delivery schedule for Products. See Attachment 7.4 for ordering deadlines for different seasons.
- c) Proposer shall provide information showing their ability to ship Product(s) within twenty-four (24) to forty-eight (48) hours after receipt of order.
- d) Proposer shall provide Institution the ability to order blank cloth and hard goods online 24 (twenty-four) hours a day/7 (seven) days a week through an online website.
- e) Proposer shall describe its response time to reasonable requests regarding Products offered as a result of this RFP. This shall include any pertinent information along with the method with which the Institution will stay informed of the status of pending orders.
- f) Proposer shall describe their return/exchange policies. Identify any associated costs in Attachment 6.7 Costs, in the separately sealed envelope as indicated. This portion in the technical would be to describe the policies. Proposers that have a policy that does not impose a restocking fee will be awarded more points.
- g) Provide information relating to how the University will obtain products on both a routine and emergency basis. Describe procurement lead-time requirements for placing orders and typical delivery schedule after receipt of order. Describe any special ordering processes for specific/unique items.

- h) Proposer shall describe how it responds to customer complaints and service issues. Proposer shall provide two (2) examples of situations it has experienced with other institutions and how they were able to work together with the Institution to manage/solve any issues or problems related to ordering, delivery, or return of Product. Proposer shall provide information showing their ability to replace defective Product(s) within forty-eight (48) to seventy-two (72) hours.
- i) Describe available warranties for Product and equipment.

The Contract resulting from this Request for Proposal (RFP) shall be for a maximum period of five (5) years.

The following are requirements to respond to this Request for Proposal and should be used as strict guidelines in the preparation of a proposal. Each Proposer must use the Technical Proposal and Evaluation Guide (Attachment 6.5) to organize, reference, and draft its Technical Proposal. **Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).** The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

The Institution expects all Proposers to submit a complete and thorough response to the specifications identified in this RFP. In response to each specification, Proposers must clearly identify the specification to which they are responding and thoroughly explain how their solution fulfills the requirement of that specification.

ATTACHMENT 6.5

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
SECTION A — MANDATORY REQUIREMENTS			
TECHNICAL PROPOSAL & EVALUATION GUIDE			
<p>SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.</p> <p>The RFP Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each Proposal for compliance with <u>all</u> RFP requirements.</p>			
PROPOSER LEGAL ENTITY NAME:			
<ul style="list-style-type: none"> • The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in RFP Section 2, Schedule of Events. • The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>). • The Technical Proposal must NOT contain cost or pricing information of any type. • The Technical Proposal must NOT contain any restrictions on the rights of the State/Institution or other qualifications of the Proposal. • A Proposer must NOT submit alternate Proposals. • A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor). 			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee or Institution) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.	

	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference's letterhead, signed, and dated within the past three (3) months.	
	A.5.	Provide EITHER : (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	
	A.6.	Provide an Ownership Ethnicity Form (Attachment 6.1).	
	A.7.	Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet the requirements of Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8.	
	A.8	Provide a statement with evidence that the Proposer has a minimum of three (3) years' experience with Division I FCS level athletic programs.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

**PROPOSER
NAME:**

SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Points Awarded
	B.1 Describe the Proposer’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal.	
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details.	
	B.3 Provide a statement of whether the Proposer or any of the Proposer’s principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.	
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.	
	B.5 Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	B.6 Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services.	
	B.7 Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business.	
	B.8 Indicate the Proposer organization’s number of employees, client base, and location of offices (list all offices in the State of Tennessee).	
	B.9 Provide the name and title of the person(s) responsible for the management of the University’s account. Include years with the company and experience in the position. (The Institution reserves the	

	right to approve any future changes in the proposed account representative.)	
	B.10 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.	
	<p>B.11 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor as well as a list, if any, of all current contracts with the Institution or other Tennessee Institutions of Higher Education and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, email address and telephone number of the company contact knowledgeable about the project work; ▪ a brief description of the service provided and the period of service; and ▪ a summary including the length of time of service and estimated total sales at each location. <p>The list of contracts with the Institution or higher education must include:</p> <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring Institution or agency for each reference. <p>List, if any, current contracts with other Tennessee Institutions of Higher Education and all those completed within the previous five (5) year period.</p> <p><i>Each evaluator will generally consider the results of reference inquiries by the Institution regarding <u>all</u> references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.</i></p> <p><i>The Institution is under <u>no</u> obligation to clarify any reference information.</i></p>	
	(Maximum Section B Score = 22; each section is worth two points each)	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C		
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.</p>		
Technical Requirements		Points Awarded
C.1	<u>Proposer's Overall Ability to Meet RFP Specifications</u>	
	<ul style="list-style-type: none"> • Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution's project deadlines. • The overall nature and degree to which Proposer's proposal meets University needs and requirements which include but are not limited to apparel, footwear, and accessories, as specified. • The scope, coverage, and overall advantages (to the University) of the Proposer's proposal package. • The "completeness" of the Proposer's proposal. • Proposer's service and support, ability to meet deadlines and timeliness of order fulfillment, with a particular focus on available inventory to meet the Institution's needs. • Proposer's qualifications and experience in the intercollegiate athletics market with similar-size and scope athletic departments, and References. <p>Required submittals in Section Two of Attachment 6.4.</p>	
C.2	<u>Samples/Quality of Products</u>	
	<p>Proposal Evaluation Team's discerned/perceived suitability and quality of merchandise which includes but is not limited to apparel, footwear and accessories, such as look and feel of fabric, workmanship, seaming, finishing, coloration, and durability; application and execution of "embroidery", if offered; samples' match to specifications; and Proposer's ability to provide appropriate ETSU school colors, markings, and logo's.</p> <p>Required submittal of Attachment 7.1.</p>	
C.3	<u>Proposer's Experience/Reputation</u>	
	<p>Company focus, experience, and expertise with Division I mid-major and FCS level programs and experience in the South Region. Include testimonials, references, and reputation.</p> <p>Size, composition, and experience of Proposer's back-office, infrastructure, and personnel as well as financial stability.</p>	
C.4	<u>Service</u>	
	<p>Implementation plan and adherence to technical specifications, including management of the partnership, number of other staff assigned to Campus and regularity of visits, organizational support structure, and</p>	

	<p>corporate support. This includes past experience of individuals assigned to this account.</p>	
C.5	<p><u>Value Added Options</u></p>	
	<p>Additional benefits, resources, and services provided by Proposer.</p> <p>Do not include costs or financial package here. Only include in Attachment 6.7. Include this information only in the separate sealed envelope for Cost Proposal according to RFP instructions.</p>	
C.6	<p><u>Community/Special Events</u></p>	
	<p>Proposer shall explain if they provide product support for community events and/or special intercollegiate events.</p> <p>Do not include costs or financial package here. Only include in Attachment 6.7. Include this information only in the separate sealed envelope for Cost Proposal according to RFP instructions.</p>	
C.7	<p><u>Summer Camps</u></p>	
	<p>Proposer shall explain if they provide product support for summer camps hosted by ETSU coaches.</p> <p>Do not include costs or financial package here. Only include in Attachment 6.7. Include this information only in the separate sealed envelope for Cost Proposal according to RFP instructions.</p>	
C.8	<p><u>Individual Allotment</u></p>	
	<p>Proposer shall explain if they provide product allotment for certain University personnel such as the University President and Athletic Director.</p> <p>Do not include costs or financial package here. Only include in Attachment 6.7. Include this information only in the separate sealed envelope for Cost Proposal according to RFP instructions.</p>	
C.9	<p><u>Restocking and Return</u></p>	
	<p>Proposer shall explain restocking and return policy and if fees are associated with returns.</p> <p>Do not include costs or financial package here. Only include in Attachment 6.7. Include this information only in the separate sealed envelope for Cost Proposal according to RFP instructions.</p>	
C.10	<p><u>Custom Ordering</u></p>	
	<p>Proposer shall explain custom ordering details. Complete Attachment 7.4 and include with proposal response.</p> <p>Do not include costs or financial package here. Only include in Attachment 6.7. Include this information only in the separate sealed envelope for Cost Proposal according to RFP instructions.</p>	
	<p><i>(Maximum Section C Score = 50; each section is worth five points each)</i></p>	

ATTACHMENT 6.6

RFP REQUIREMENTS AND COST/FINANCIAL PROPOSAL GUIDE

The following specifications outline the firm requirements for the cost of the proposed services. They are provided to assist participants in understanding the objectives of ETSU and submitting a thorough response.

Proposers, please provide/propose/submit all of your pricing and financial information in Attachment 6.7: Cost/Financial Proposal. Include your discount pricing structure information and any other pricing information and/or pricing terms and conditions that you are including/proposing in your RFP submission.

Proposals shall include a structured, comprehensive, and logical breakdown of pricing for all practice and competition apparel, footwear, and equipment. In addition, all special incentives, marketing programs, special discounts, and other financial considerations shall be clearly defined. The proposal should be sufficiently detailed to allow for meaningful financial analysis and consideration.

Proposer is to address how they will meet each of the requirements in this section and include as much detail as possible.

A. Pricing – General Requirements

Proposer shall illustrate the Pricing Structure they plan to offer as a response to this RFP. This shall include information and/or an explanation regarding the following, however Proposer should include any pertinent information relating to the pricing structure of the contract to be awarded as a result of this RFP.

- a) Proposers shall submit a list of manufacturers they can offer to the Institution with a percentage off the MSRP. Proposer shall also note any items that do not qualify for the discount. NOTE: The listing of manufacturers does not necessarily need to be exhaustive and inclusive of every possible option but should be reflective of the Proposer's understanding of the project scope, sport teams involved, and historical data provided.
- b) Costs must include delivery, labor, materials, equipment, supervision, coordination efforts and all other associated or related items necessary for the successful completion of this project. The Institution will not pay additional fees beyond the stated prices.
- c) Proposer shall confirm that discount pricing must remain fixed for the duration of the awarded term.
- d) Apparel embroidery and screening costs will be submitted for each of the potential five years of the contract term. See Attachment 7.5.
- e) Proposer shall confirm that pricing will not be based on any minimum quantities to be ordered.
- f) Proposer shall specify any annual allotments of Product(s) that will be provided to the Institution free of charge. Proposer shall describe the ordering and delivery process of free items. Proposers that provide annual allotments of Product free of charge will be awarded more points.
- g) Proposer shall identify any other offerings to the Institution in regard to discounts, incentives, or rebate programs offered by the Proposer.
- h) Proposer shall identify any other goods or services being offered to the Institution.

B. Pricing Discount Structure

- a) Proposer shall provide information on their proposed pricing information, pricing discount structure(s), pricing coverage, pricing applicability, pricing exceptions, minimum purchase obligations or required minimum annual spends (if applicable), etc.
- b) If Proposer is offering a fixed discount off of list price, please indicate that discount rate or percentage discount here (provide catalogs, price lists, etc., as back-up). In their pricing information Proposer shall provide full information regarding applicability, exceptions, extra charges, etc.
- c) If different discounts pertain to different "categories" or kinds of merchandise (for example footwear vs. apparel) then please give full information and explanation of your pricing and discounts.

- d) Proposer shall provide information related to incentives for the purchase of athletic apparel and sporting goods equipment in the form of in-kind donations or product rebates. Proposers shall describe in detail any rebate offered under this RFP and any limitations on said rebate.
- e) Proposer shall provide information on their price discounts on brand name athletic apparel, footwear, and uniforms (list discount).
- f) Proposer shall provide information on their price discounts on equipment and other catalog non-branded apparel or equipment (list discount).
- g) Proposer shall provide information on their ability to provide a coupon discount for all staff / employees / administration / coaches across the campus community with “ship to home” retail capabilities. Proposers shall indicate whether or not any orders placed using this coupon will count towards any rebate offered to the Institution.

C. Pricing Structure

- a) Include information on how items would be priced and any discount or rebate programs that would be offered to the University (see Attachment 7.3). Proposers who offer a rebate program will be awarded more points. Proposers who offer additional financial incentives will be awarded more points. **Include this information only in the separate Cost Proposal sealed envelope according to RFP instructions.**
- b) Along with the discount pricing structure, ETSU would be interested in considering additional financial incentives. Examples of such additional financial incentives are presented below. These are suggestions only and are not presented to restrict or exclude other similar incentives. Respondents and their manufacturers are encouraged to offer other incentives in which ETSU may be interested.

- Examples of incentives:

- Annual promotional merchandise allotment
- One-time signing bonus
- Annual Financial Cash Incentive
- Incentive bonuses tied to performance achievements (i.e., Regular Season/Conference Championships, NCAA Appearances, Conference Coach of the Year)

Provide in the cost section Attachment 6.7, the kind, structure, and value of the incentives offered, and indicate whether the incentives, if accepted by ETSU, shall be in the form of cash or merchandise. Include this information only in the separate sealed envelope according to RFP instructions.

- c) Proposer shall provide any other pertinent information about any bonus compensation and incentive packages that Proposer feels will enhance the value of their proposal. Include this information only in the separate sealed envelope according to RFP instructions.

D. Pricing – Products

- a) Proposer shall provide for team-specific Product packages to Football, Men’s Basketball, Women’s Basketball, and Baseball similar to those offered to other major NCAA Division I programs. The response shall contain information on an annual amount of Product allotment for the team, an annual allotment of Product for the Head Coach, an annual Camp allotment, and any performance-based incentives for the Team.
- b) Proposers, for ETSU to better determine representative pricing structures offered by each Proposer, we are requesting Proposers to complete Attachment 6.7 for three categories of RFP items: Apparel, Footwear, and Accessories/Equipment.

Note: Proposers shall provide cut sheets, spec sheets, or catalog pages with item descriptions, for your company’s direct or closest version of each of the following apparel, footwear, and accessories/equipment that you are pricing in Attachment 6.7.

E. Delivery & Return Costs

- a) Proposer shall include information pertaining to shipping charges and applicability. What shipping charges would apply and when? For what kind of purchases? Would any shipments ship free of charge to ETSU?
- b) Proposer shall include separate shipping cost for next-day delivery.

- c) Proposer shall include information pertaining to restocking fees and applicability.
Proposers that do not have a restocking fee will be awarded more points.

F. Financial Incentives / Contributions

- a) Proposer shall describe and provide any information regarding any additional cash and/or merchandise performance-based incentives Proposer would make as contributions to support the Department of Athletics, such as:
- A one-time signing Bonus
 - Contract “Kick-Off” Bonuses (offers for the first season for select teams)
 - Incentive bonuses tied to annual business thresholds
 - Incentive bonuses tied to performance achievements (i.e., Conference Coach of the Year, Conference Tournament Championships, Conference Championships)
 - Discounts extended to other university entities, i.e., Campus Recreation, College of Business and Technology

G. Sponsorship Opportunities

Proposers are encouraged to submit proposals that incorporate sponsorship and advertising components to their offer that will serve both the Institution and Proposer to enhance their images consistent with branding and marketing strategies of both Institution and Proposer.

The feasibility of such an agreement as well as details of the scope and nature of such a corporate sponsorship, including amount, type, and value of available ETSU inventory, and how that value will be applied, will be subject to the approval of the Institution. ETSU will work with the selected Proposer to put together a partnership that will offer the best return on investment while leveraging available inventory.

If such an agreement can be reached, the selected Proposer will have the opportunity to be named as an “Official Corporate Sponsor of ETSU Athletics,” to take advantage of the promotion, and marketing potential as a result of the ever-increasing exposure of the ETSU Athletics program’s local, regional, and national name recognition.

- a) Proposer shall provide information relating to the Proposer’s ideas on how to best service the institution in providing goods and services that benefit both Proposer’s product expansion and the Institution’s athletics department. Proposers that submit sponsorship proposals will be awarded more points. Include this information only in the separate sealed envelope according to RFP instructions.
- b) Proposer shall provide information relating to the Proposer’s ideas on how best to service ETSU in providing goods and services that benefit both product expansion and the University’s athletic program. Include this information only in the separate sealed envelope according to RFP instructions.

ATTACHMENT 6.7

COST/FINANCIAL PROPOSAL & SCORING GUIDE							
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.							
PROPOSER NAME:							
SIGNATURE & DATE:							
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.</i>							
COST PROPOSAL SCHEDULE							
The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP Attachment 6.2. <i>Pro Forma Contract, Scope of Goods and/or services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.</i>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points
Cost Item Description							
The Proposer's costs for this RFP must be addressed by line item, as follows:							
Cost Structure Cost of goods, potential discounts, incentives, rebates. Delivery cost, delivery time, returns, re-stocking, minimum orders, warranties. Custom screen printing and embroidery. Comp product allowance. (Outline in Attachments 3, 5, and 6.) Give total for each of the five years.							
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>						Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>	
Lowest Evaluation Cost Amount from all Proposals				X 20 <i>(maximum section score)</i>		= SCORE:	
<hr/> Evaluation Cost Amount Being Evaluated							

ATTACHMENT 6.7

CONTRIBUTION/FINANCIAL PROPOSAL & SCORING GUIDE							
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.							
PROPOSER NAME:							
SIGNATURE & DATE:							
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.</i>							
CONTRIBUTION/FINANCIAL PROPOSAL SCHEDULE							
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP Attachment 6.2. <i>Pro Forma Contract, Scope of Goods and/or services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.</i></p>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points
Contribution Item Description							
The Proposer's contributions for this RFP must be addressed by line item, as follows:							
<u>Sponsorship Package:</u> Overall sponsorship package coverage, inclusiveness, offerings to include but not limited to apparel, footwear and accessories, benefits, cost-effectiveness and overall value to the University, including implementation, and the Proposer's "brand" change-over transition and implementation plan (and timing of implementation plan), if applicable. If needed, include an additional page.							
Donation Possible Financial Package							
4.							
5.							
6.							
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>						Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>	
Lowest Evaluation Contribution Amount from all Proposals				X 10 <i>(maximum section score)</i>		= SCORE:	
<hr/> Evaluation Contribution Amount Being Evaluated							

ATTACHMENT 6.8

Score Summary Matrix (Example)

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
QUALIFICATIONS & EXPERIENCE (maximum: § 5.1. 22)						
<i>EVALUATOR A</i>						
<i>EVALUATOR B</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 5.1. 50)						
<i>EVALUATOR A</i>						
<i>EVALUATOR B</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
COST PROPOSAL (maximum: § 5.1. 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 30)						

ATTACHMENT 6.9

***LISTING OF SYSTEM INSTITUTIONS
THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE***

Locally Governed Universities

Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis

University of Tennessee – Chattanooga
University of Tennessee – Knoxville
University of Tennessee – Martin
University of Tennessee – Memphis
University of Tennessee – Tullahoma

Tennessee Board of Regents, System Office

Chattanooga State Community College
Cleveland State Community College
 TCAT-Athens
Columbia State Community College
 TCAT-Pulaski
 TCAT-Hohenwald
Dyersburg State Community College
Jackson State Community College
 TCAT-Jackson
 TCAT-Whiteville
 TCAT-Crump
 TCAT-McKenzie
 TCAT-Paris
 TCAT-Newbern
 TCAT-Ripley
 TCAT-Covington
Motlow State Community College
 TCAT-Shelbyville
 TCAT-Murfreesboro
 TCAT-McMinnville
Nashville State Community College
 TCAT-Nashville
 TCAT-Dickson
Northeast State Community College
 TCAT-Elizabethton
Pellissippi State Community College
 TCAT-Knoxville
Roane State Community College
 TCAT-Oneida/Huntsville
 TCAT-Harriman
 TCAT-Jacksboro
 TCAT-Crossville
Southwest Tennessee Community College
 TCAT-Memphis
Volunteer State Community College
 TCAT-Livingston
 TCAT-Hartsville
Walters State Community College
 TCAT-Morristown

State of Tennessee Departments

East Tennessee State University

Vendor Application Form

General Instructions

1. **Company Name and Bid Address.** Enter your company's name and the mailing address to where bids are to be mailed.
2. **Address to which payments are to be mailed.** Enter your company's mailing address where payments are to be mailed. If the same as the bid address, leave blank.
3. **Telephone (toll free).** Enter your company's toll-free telephone number.
4. **Telephone (other).** Enter your company's other (toll) telephone number.
5. **Fax.** Enter your company's fax number.
6. **Name of Contact Person.** Enter the name of the person who will serve as the company's contact person for bid purposes.
7. **Email Address of Contact Person.** Enter the email address of the person listed in #6.
8. **Company URL.** Enter your company's web address (URL).
9. **Federal Identification Number (FEIN):** Enter your company's federal identification number (FEIN).
10. **Social Security Number.** If applicant is an individual or if your company does not have an FEIN, enter your social security number.
11. **Type of Organization.** Choose and select **one** of the listed types of organizations that best describes your company.
12. **Kind of Ownership.** Choose and select **one** of the listed kinds of ownership that apply to your company. (See Minority and Woman Owned Business Ownership Clarifications below.)
13. **Minority Ethnicity Code.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed minority ethnicity codes that describes your company's ownership. (See Minority Business Ownership Clarification below.)
14. **Annual Gross Sales.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please choose and select **one** of the listed sales volume categories that best describes your company's annual gross sales amount. (See Small Business Ownership Clarification below.)
15. **Type of Business.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed types of businesses that best describes your company. (See Small Business Ownership Clarification below.)
16. **Number of Employees.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please specify the number of employees currently employed with your company. (See Small Business Ownership Clarification below.)
17. **Excluded from Federal Procurement or Non-procurement Programs.** Are you or any of the principals of your company presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department agency from participation in bid processes? Answer yes or no.
18. **Preference for Reporting Purposes.** If your company qualifies in multiple categories as small, woman owned and/or minority, please specify in which category that you desire for your company to be considered for reporting and classification purposes.
19. **Comments.** List any additional information that you may wish to add to the application.
20. **Commodities.** As part of the vendor application process, please specify the commodities (goods and/or services) that are available for purchase from the applicant. The commodity code listing is enclosed.
21. **Certification.** Sign form and provide information as requested.

***Minority Ownership Clarification:**

"Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

****Woman-Owned Business Clarification:**

A "woman-owned business" means a woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned mean any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

- 1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
- 2. In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or
- 3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

TYPE OF BUSINESS	ANNUAL GROSS SALES	NO. OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural / Design / Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Information Systems / Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing / Communications / Public Relations	\$2,000,000	30
Medical / Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

ATTACHMENT 6.11



East Tennessee State University
Vendor Application
Procurement & Contract Services
P.O. Box 70729
Johnson City, TN 37614-1710
www.etsu.edu/procurement
Phone: (423) 439-4224

1. Company Name & Bid Address (Info will be verified against IRS records & vendor name)	2. Address to which payments are to be mailed (if same as #1, leave blank)
3. Telephone (toll free)	4. Telephone (other)
5. Fax	6. Name of Contact Person
7. Email Address of Contact Person	8. Company URL
9. Federal Identification Number (FEIN) Note: Company name must match IRS records	10. Social Security Number (if no FEIN)
11. Type of Organization (Check one) <input type="checkbox"/> Individual <input type="checkbox"/> Foreign Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Medical/Health Corp State of Incorporation: Year of Incorporation:	12. Kind of Ownership (Check all that apply): <input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Minority <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Small (SM) <input type="checkbox"/> Service-Disabled Veteran
13. Minority Ethnicity Code (Check One): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO) Specify:	14. Preference for reporting purposes: <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input checked="" type="checkbox"/> Service-Disabled Veteran
15. Type of Business (Check one): <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Marketing/Communications/Public Relations <input type="checkbox"/> Architectural/Design/Engineering <input type="checkbox"/> Educational <input type="checkbox"/> Medical/Healthcare <input type="checkbox"/> Manufacturing <input type="checkbox"/> Mining <input type="checkbox"/> Retail Trade	16. Number of Employees <input type="text"/> 17. Excluded from Federal Procurement or Nonprocurement Programs? Yes <input type="checkbox"/> No <input type="checkbox"/> https://www.sam.gov/portal/SAM/#1

<input type="checkbox"/> Finance, Insurance & Real Estate <input type="checkbox"/> Service Industry <input type="checkbox"/> Information Systems/Technology <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Transportation, Commerce & Utilities	18. Annual Gross Sales
19. Commodities: List goods and services for which your company wishes to receive bid opportunities. If additional space is needed please attach a separate sheet to the vendor application.	

20. *	
SECTION A – CONTRACTOR IS AN INDIVIDUAL	SECTION B – CONTRACTOR IS A COMPANY (e.g. sole proprietorship, partnership, or corporation)
Is or has the Contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual (or an individual’s immediate family member), who is or has been a state employee, own controlling interest (more than 4%) in the Contractor company? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES
21. Certification: By submitting this form, I certify that I am an authorized representative of the above company and that all the information as completed above is true and accurate.	
_____ <div style="display: flex; justify-content: space-between; width: 100%;"> Name Title Date </div>	

*Conflict of Interest Policy: https://www.etsu.edu/policies/business-finance/procurement_contracts/

East Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by ETSU.

ATTACHMENT 6.12

Proposer Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

1. Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT REQUESTED

STATED BY EACH REQUIREMENT

___ Bank Reference (Attachment 6.5A. 3.)

- Letter Format on bank letterhead
- Signed within last three (3) months by authorized representative of bank

Positive Credit Verification (Attachment 6.5A.4.):

___ Two (2) positive credit references

- Letter Format
- Prepared and signed within last three (3) months by vendors with whom Proposer has done business

AND

___ Official document or letter from accredited credit bureau within last three (3) months (Attachment 6.5 A.5.a.) Not Acceptable: Marketing materials which state credit rating

OR

___ Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months (Attachment 6.5 A.5.(b.)

___ Current Certificate of Insurance with RFP (Attachment 6.5A.7.)

- Acknowledgement:
 - If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate.
 - However, successful Proposer will have an opportunity to submit certificate with required limits prior to ETSU awarding the contract.

___ Completed Minority/Ethnicity Form (Attachment 6.5A.6.)

___ Statement regarding Conflict of Interest (Attachment 6.5A.2.)

___ Signed and dated "Proposal Transmittal and Statement of Certifications and Assurances" form (Attachment 6.3)

2. Submission of Proposal

___ On-Time Submittal (§1.9; Attachment 6.5.A.)

- Deadline is in Section 2 – Schedule of Events
- Submission by deadline includes Technical Proposal and Cost Proposal
- Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.5. A.)

___ Separately Sealed Cost & Technical Proposals (Attachment 6.5.A.)

___ **NO Cost Data** of **ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3, Attachment 6.5. A.)

- **Including ANY costs in Technical Proposal may result in IMMEDIATE DISQUALIFICATION**

___ A proposer may not submit alternate proposals unless requested and must not submit one proposal as the prime contractor and another as a sub-contractor

3. Pro Forma Agreement

___ Review any "Comments" to the Pro Forma Agreement

* This checklist does not represent either a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.

** Please also note that notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records.

ATTACHMENT 7.1

In Association with Attachment 6.4 and 6.5 – Samples to be Provided by Proposer

1. Apparel / Uniform Samples (Please provide both men's and women's samples as appropriate)
 - a. One (1) soccer jersey
 - b. Two (2) team polos in ETSU colors with logo embroidered
 - c. One (1) t-shirt with alternate ETSU athletics logo (Buccaneer) screen-printed on the front
 - d. One (1) football jersey (practice and competition)
 - e. One (1) football pant (practice and competition)
 - f. One (1) rain jacket and pant
 - g. One (1) warm-up top
 - h. One (1) warm-up pant
 - i. One (1) practice and competition sock

2. Footwear Samples
 - a. One (1) pair of football mid profile cleat
 - b. One (1) pair of football skill position cleat
 - c. One (1) pair of lineman cleat
 - d. One (1) pair of soccer cleat
 - e. Two (2) pairs of basketball shoes
 - f. One (1) pair of softball cleat
 - g. One (1) pair of volleyball shoes
 - h. One (1) pair of track & field spike
 - i. One (1) pair of baseball cleat
 - j. One (1) pair of coaches shoes

3. Accessories Samples
 - a. One (1) team duffle bag
 - b. One (1) team backpack
 - c. Two (2) pairs of football receiver gloves
 - d. Two (2) pairs of football lineman gloves
 - e. One (1) pair of baseball/softball batting gloves

NOTE: If Proposer offers embroidery, sublimation, or screen-printing services, then two of the above sample apparel items must feature embroidery on the garments as a representation of the proposer's embroidery capabilities or offerings.

Proposers may provide additional samples of Products from each of the three categories (apparel, footwear, and accessories) that the Proposer feels best reflects their product-line brand offering for each respective category. No points will be automatically added or taken away from a Proposer who does or does not provide additional sample products.

ATTACHMENT 7.2

In Association with Attachment 6.4 – ETSU Athletics Branding & Style Guide

See link for ETSU Athletics Branding & Style Guide:

<https://etsuur.box.com/s/al4lchgpqfig7i5ron0bnuaxi3m5v5ar>

Attachment 7.3

In Association with Attachment 6.7 – Official Pricing Discount Structure Cost/Contribution Proposal, & Scoring Section, Pricing Structure

Respond in Attachment 6.7. Remember that this information must be placed in the separate, sealed Cost Proposal submission of the RFP. Failure to do so can result in a disqualification of the proposal.

All purchase prices shall be based on discount off MSRP, current issue, and shall include all freight charges for standard delivery to ETSU, FOB to the University. Proposer's pricing structure shall remain firm through the terms of the contract.

Manufacturer Name:	Click here to enter text.
Title & Date of Applicable Catalog:	Click here to enter text.
Applicable Pages of Catalog:	Click here to enter text.
Date of pricelist discount applied to:	Click here to enter text.
Stock Items, Apparel:	Click here to enter text.%
Stock Items, Practice Wear:	Click here to enter text.%
Stock Items, Accessories/Gear:	Click here to enter text.%
Equipment:	Click here to enter text.%
Footwear:	Click here to enter text.%
Custom Items:	Click here to enter text. %
Modified Custom Apparel Items:	Click here to enter text.%

Attachment 7.4

Custom-Ordering Deadlines
(Complete and return with RFP proposal.)

Custom Ordering	
Delivery Date Required	Ordering Deadline Dates
Fall: July 1 st	
Winter: October 1 st	
Spring: December 1 st	

Attachment 7.5

Embroidery & Screening Costs

Respond with Attachment 6.7. Remember that this information must be placed in the separate, sealed Cost Proposal submission of the RFP. Failure to do so can result in a disqualification of the proposal.

Applicable Year	Embroidery Cost Per Logo
Year One July 1, 2026 – June 30, 2027	\$
Year Two July 1, 2027 – June 30, 2028	\$
Year Three July 1, 2028 – June 30, 2029	\$
Year Four July 1, 2029 – June 30, 2030	\$
Year Five July 1, 2030 – June 30, 2031	\$

Applicable Year	Screening Cost Per Colors Required		
	1 Color (Pantone 282 C or Pantone 123C)	2 Colors (Pantone 282C and Pantone 123C)	3 Colors (Pantone 282C, Pantone 123C, & Pantone 423C)
Year One July 1, 2026 – June 30, 2027	\$	\$	\$
Year Two July 1, 2027 – June 30, 2028	\$	\$	\$
Year Three July 1, 2028 – June 30, 2029	\$	\$	\$
Year Four July 1, 2029 – June 30, 2030	\$	\$	\$
Year Five July 1, 2030 – June 30, 2031	\$	\$	\$