



Tennessee Technological University

REQUEST FOR PROPOSAL

ATHLETIC APPAREL & GEAR

Proposal Due:	August 2, 2024
Time:	3:00 PM Central

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1 INTRODUCTION

1.1 Background

Tennessee Technological University (Tennessee Tech or TTU) is a four-year comprehensive university located in Cookeville, Tennessee. Tennessee Tech is the state's only technological university and currently enrolls approximately 10,000 students. Tennessee Tech offers more than 40 undergraduate degree programs, 120 concentrations and 20 graduate degree programs from its eight academic divisions – the College of Agriculture and Human Ecology, College of Arts and Sciences, College of Business, College of Education, College of Engineering, College of Fine Arts, the School of Interdisciplinary Studies, and the School of Nursing. Long recognized for academic excellence, Tennessee Tech ranks as one of the Best Public Universities in the country by *U.S. News and World Report* (2017, 2018, 2019 and 2020 “Best National University”), by *Payscale.com* (2017, 2018 and 2019 third overall for highest return on investment), and by *The Princeton Review* (among the “Best in the Southeast” for twelve of the last thirteen years). Founded in 1915, Tennessee Tech is governed by its own Board of Trustees.

1.2 Statement of Procurement Purpose

Tennessee Tech's Department of Athletics 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 TTU athletics department from July 1, 2025 to June 30, 2030. Tennessee Tech intends to establish a multi-year agreement with a qualified provider for outfitting rights with certain identified exceptions outlined in any resulting contract between TTU and the Proposer. Orders for certain apparel might have to be ordered during the 2024 Fall season in order to be available by the 2025 Fall season, and the Football Program might have a later start date than the other Programs. Tennessee Tech Football has a pre-existing agreement with Adidas until December 31, 2025; therefore, Football will be wearing Adidas footwear and apparel until June 30, 2026. If a company other than Adidas is the winning Proposer, then Football will transition on July 1, 2026, with orders being placed in November/December 2025.

Tennessee Tech 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 university. Proposers must complete the Contractor Requirements Form. In addition, all small, minority, women, service-disabled veteran owned and disabled person-owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. Tennessee Tech will work with the successful Proposer and the Go-DBE Office regarding registration/certification.

See Attachment 6.4 for additional information and RFP requirements.

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

The RFP Attachment 6.2, *Pro Forma* Contract details Tennessee Tech's required:

- Scope of Goods and/or Services in Section A;
- Contract Term in Section B;
- Payment Terms and Conditions in Section C;
- Contractor Responsibilities in Section D; and
- Terms and Conditions in Section E.

The *Pro Forma* Contract substantially represents the contract document that the successful Proposer 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.

1.4 Coverage and Participation

Tennessee Tech is issuing this RFP on behalf of all State of Tennessee higher education institutions and agencies, Tennessee Board of Regents System institutions and University of Tennessee System institutions that desire to purchase under the resulting Agreement. The Proposer may elect to extend the contract to any or all of these institutions by providing a written acknowledgement of such extension in its proposal. See Attachment 6.3, Number 6.

1.5 Nondiscrimination

No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

Tennessee Tech 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.

Mr. Greg Holt, Compliance Officer
Tennessee Tech University
Derryberry Hall, Room 258
Box 5037
1 William L. Jones Drive
Cookeville, TN 38505
Phone: 931-372-6062
gholt@tntech.edu

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 Tennessee Tech other than the RFP Coordinator named below may result in disqualification from this procurement process.

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

Donna Wallis, Director of Purchasing & Contracts
Tennessee Tech University
Purchasing & Contracts Office
Derryberry Hall, Suite 301
1 William L. Jones Drive
Cookeville, TN 38505
Phone: 931-372-3492
Fax: 931-372-3727
Email: dwallis@tntech.edu

1.7.2 Tennessee Tech has assigned the following RFP identification that must be referenced in all communications regarding the RFP:

RFP – Athletic Apparel & Gear

1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFP. Only Tennessee Tech's official responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. Tennessee Tech'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 Tennessee Tech. Tennessee Tech assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to Tennessee Tech by the specified deadline date shall not substitute for the actual receipt of a communication or proposal by TTU.
- 1.7.6 Tennessee Tech 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 Tennessee Tech will convey all official responses and communications pursuant to this RFP via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php> . It is the Proposers’ responsibility to access this website to obtain updates to information as needed to submit a response to the most current information issued by Tennessee Tech.
- 1.7.8 Any data or information provided by Tennessee Tech (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. Tennessee Tech 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 Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers. Only Tennessee Tech’s official, written responses and communications shall be considered binding with regard to this RFP.

1.8 Proposal Deadline

Proposals must be received in Tennessee Tech's Purchasing Office 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 Tennessee Tech. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

1.9 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 Tennessee Tech 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 Tennessee Tech'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., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.		
EVENT	TIME	DATE <small>(all dates are Tennessee Tech business days)</small>
1. Tennessee Tech Issues RFP		July 1, 2024
2. Disability Accommodation Request Deadline		July 16, 2024
3. Written Questions/Comments Deadline	noon	July 16, 2024
4. Tennessee Tech Responds to all Comments/Questions		July 19, 2024
5. Proposal Deadline and opening of Technical Proposals	3:00 PM	August 2, 2024
6. Proposer Finalist Presentations (if required)	10:00 AM, EST	August 19 – August 23, 2024
7. Tennessee Tech Completes Technical Proposal Evaluations		August 30, 2024
8. Tennessee Tech Opens Financial Proposals and Calculates Scores		September 3, 2024
9. Tennessee Tech Issues Intent to Award Letter and Opens RFP Files for Public Inspection		September 13, 2024
10. Award of Contract		September 23, 2024

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. Tennessee Tech 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 the university. Any amendment or negotiation shall be within the scope of the original procurement. Tennessee Tech may initiate negotiations that serve to alter the bid/proposal in a way favorable to the university. 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 Financial Proposal (as described below).

3.1.2 Each Proposer must submit one (1) hardcopy original, and one (1) electronic* copy of the Technical Proposal to Tennessee Tech in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP – Athletic Apparel & Gear - Do Not Open”

*Electronic copy must be submitted on a flash drive with the Technical Proposal. Do not email the electronic copy.

3.1.3 Each Proposer must submit one (1) hardcopy original, and one (1) electronic* copy of the Financial Proposal to Tennessee Tech in a separate, sealed package that is clearly marked:

“Financial Proposal in Response to RFP – Athletic Apparel & Gear – Do Not Open”

*Electronic copy must be submitted on a flash drive with the Financial Proposal. Do not email the electronic copy.

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 Financial Proposals for RFP – Athletic Apparel & Gear”

3.1.5 Tennessee Tech’s Purchasing and Contracts Office must receive all proposals in response to this RFP, at the address identified in Section 1.7.1, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

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, PRICING OR REVENUE INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC. THE INCLUSION OF COST, PRICING, OR REVENUE INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND TENNESSEE TECH 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 should 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 Tennessee Tech 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 Tennessee Tech 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 original Technical Proposal. Digital signatures are acceptable. Failure to submit one (1) original with a signature will be cause for rejection of the proposal.**
- 3.2.8 In the event of a discrepancy between the original hardcopy Technical Proposal and the digital copy, the original, hardcopy document will take precedence.

3.3 Financial Proposal

- 3.3.1 The Financial Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Cost Proposal and Scoring Guide.
- 3.3.2 (Reserved.)
- 3.3.3 The proposed cost shall incorporate all costs for goods and/or goods and/or services under the Contract for the total contract period.
- 3.3.4 **The Proposer must sign and date the original Financial Proposal. Digital signatures are acceptable. Failure to submit one (1) original with a signature will be cause for rejection of the proposal.**
- 3.3.5 In the event of a discrepancy between the original hardcopy Financial Proposal and the digital copy, the original, hardcopy document will take precedence.
- 3.3.6 If a Proposer fails to submit a Financial Proposal as required, Tennessee Tech 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 Tennessee Tech no later than the Written Comments Deadline in the 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

4.2.1 Tennessee Tech reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, Tennessee Tech will communicate such amendment via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php> Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

4.2.2 Tennessee Tech 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 Tennessee Tech 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. Tennessee Tech 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 proposal of alternate goods and/or services (*i.e.*, a proposal that offers goods and/or services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of Tennessee Tech or otherwise qualify a proposal. Tennessee Tech 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 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.

4.3.6 Tennessee Tech shall reject a proposal if the Financial 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, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.7 Tennessee Tech 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:

4.3.7.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.7.2 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

4.3.7.3 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.

- 4.3.8 Tennessee Tech reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If Tennessee Tech 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 Tennessee Tech 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 Iran Divestment Act

By submission of this Proposal, Proposer and each person signing on behalf of 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 Tennessee Code Annotated § 12-12-106.

4.6 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, Tennessee Tech, at its sole discretion, may add the additional goods and/or services to the Contract before Contract signing. 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 Financial Proposal. Tennessee Tech will not use proposed additional goods and/or services in proposal evaluation.

4.7 Assignment & Subcontracting

- 4.7.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without Tennessee Tech's prior approval. Tennessee Tech may, at its sole discretion, refuse approval of any subcontract, transfer, or assignment.
- 4.7.2. If a Proposer intends to use subcontractors, the Proposer must specifically identify the scope and portions of the work each subcontractor will perform.
- 4.7.3. Unless Tennessee Tech expressly disapproves of a subcontractor named in a proposal prior to Contract signing, the subcontractor is considered an approved subcontractor.
- 4.7.4. After Contract award, a Contractor may only substitute an approved subcontractor with Tennessee Tech's prior, written approval.
- 4.7.5. Notwithstanding any Tennessee Tech 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.

4.8 Right to Refuse Personnel

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

4.9 Insurance

- 4.9.1 During the course of the Contract, the Contractor will maintain, at its own expense, insurance in form and substance acceptable to Tennessee Tech. Insurance shall be written by insurance company(ies) licensed to operate in the State of Tennessee. The Contractor shall be required to provide acceptable proof of insurance naming Tennessee Tech as additional insured prior to execution of Contract. The Contractor shall provide current proof of insurance to Tennessee Tech upon request. Contractor's failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the Contract negotiations and/or Contract.
- 4.9.2 The Contractor agrees that the required insurance provided hereunder shall be primary over any insurance of Tennessee Tech and that the Contractor's interests are not covered whatsoever by

Tennessee Tech. The Tennessee Claims Commission has exclusive jurisdiction over claims against Tennessee Tech.

4.9.3 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 Contractor's services under this Contract.

4.10 Department of Revenue Registration

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. Tennessee Tech 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.

4.11 Financial Stability

Prior to award of a Contract, Tennessee Tech may require the successful Proposer to provide information to demonstrate financial stability and capability.

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 Tennessee Tech, 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 Tennessee Tech.

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

All 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 that do not so state will be presumed valid for one hundred twenty (120) days from the date of opening.

4.16 Disclosure of Proposal Contents

4.16.1 Each proposal and all materials submitted to Tennessee Tech in response to this RFP shall become the property of Tennessee Tech. 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, Tennessee Tech will make the proposals and associated materials open for review by the public in accordance with Tennessee law. **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. Notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).**

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 Contractor selection processes do not obligate Tennessee Tech 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 Tennessee Tech obligations pursuant thereto shall commence only after the Contract is fully executed by the appropriate authorities.

4.18 Contractor Performance

The Contractor who is awarded a contract will be responsible for the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. Tennessee Tech will employ all reasonable means to ensure that services rendered comply with the Contract, and the Contractor must cooperate with such efforts.

4.19 Contract Amendment

After the contract award, Tennessee Tech 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, Tennessee Tech will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to Tennessee Tech 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 Tennessee Tech 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 Tennessee Tech 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 additional services until Tennessee Tech 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 Tennessee Tech and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.21 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to Tennessee Tech's policies.

4.22 Protest Procedures

A copy of the bid protest procedures is available upon request to the RFP Coordinator.

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.

4.23 Next Ranked Proposer

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

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

Tennessee Tech will consider qualifications and experience, technical approach, cost and financial returns 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 Tennessee Tech to be responsive.

CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements – Section 6.5 A	Pass / Fail
Qualifications and Experience, Section 6.5B	15
Technical Requirements, Section 6.5C	55
Costs, Attachment 6.6A	15
Benefits, Attachment 6.6B	15

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer(s) offering the lowest cost, but rather to the responsive and responsible Proposer(s) deemed by Tennessee Tech 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 Proposal 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, Technical Proposal 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) Tennessee Tech will request clarifications; or (3) Tennessee Tech 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, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, 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 During the Technical Proposal evaluation, Tennessee Tech may identify approximately 3-5 finalists, who will continue through the remaining phases of the process. Financial Proposals from Proposers not considered finalists will not be opened or considered for award.
- 5.2.1.5 Tennessee Tech reserves the right, at its sole discretion, to request Proposer 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 Tennessee Tech. The Proposer shall put any resulting clarification in writing as may be required by Tennessee Tech.

5.2.2 Finalist Presentations

During the Technical Proposal evaluation process, Tennessee Tech may require each finalist to make a presentation of its Technical Proposal. The presentation will enable the Proposers to present their Technical Proposal and field questions from the evaluators. Presentations, if requested, will be part of the final Technical Proposal score.

5.2.3 Financial Proposal Evaluation

After the Technical Proposal evaluation has been completed, the RFP Coordinator will open the Financial Proposals and use the RFP Attachments 6.6A and 6.6B to calculate and document the Financial Proposal scores.

5.2.4 Total Proposal Score

The RFP Coordinator will calculate the sum of the Technical Proposal scores and the Financial Proposal scores and record the resulting number as the total score for the subject Proposal.

5.3 Contract Award Process

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate Tennessee Tech official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award(s). Tennessee Tech reserves the right to make contract award(s) 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 Tennessee Tech official.

5.3.2 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated proposal(s).

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 Tennessee Tech will make the RFP files available for public inspection following issuance of the Intent to Award. **By submitting a Proposal, the Proposer understands and agrees that its Proposal will become available to the public.**

5.3.4 The Proposer(s) with the apparent best-evaluated proposal must agree to and sign a contract with Tennessee Tech that shall be substantially the same as the RFP Pro Forma Contract. Prior to contract execution, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in Tennessee Tech'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 should sign and return the Contract written by Tennessee Tech pursuant to this RFP no later than the deadline provided by Tennessee Tech. If the Proposer fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

5.3.6 If Tennessee Tech determines that an apparent successful proposal is non-responsive and rejects the proposal, the RFP Coordinator may re-calculate scores for each responsive Proposal to determine a new potential contract awardee.

ATTACHMENT 6.1



CONTRACTOR REQUIREMENTS FORM

In order to comply with statutory requirements and/or regulations, Tennessee Tech requires contractors to provide following information prior to the issuance of the contract. Please complete all information and sign as directed.

I. Ownership Information	
<p>1. Contractor Legal Entity Name (Name used for tax filing purposes):</p> <p>_____</p>	<p>2. Is Contractor a permanent resident or citizen of the US?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No (If no, state country of citizenship):</p> <p>(Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)</p>
<p>3. Kind of Ownership (Check all that apply):</p> <p><input type="checkbox"/> Government (GO)</p> <p><input type="checkbox"/> Non-Profit (NO)</p> <p><input type="checkbox"/> Majority (MJ)</p> <p><input type="checkbox"/> Minority (MO)*</p> <p><input type="checkbox"/> Woman (WO)*</p> <p><input type="checkbox"/> Small (SB)*</p> <p><input type="checkbox"/> State of TN Agency</p> <p><input type="checkbox"/> Service-Disabled Veteran (SV)*</p> <p><input type="checkbox"/> Certified Disabled (DB)*</p> <p><i>*See reverse side of form for clarification of these categories.</i></p>	<p>4. Minority / Ethnicity Code (Check one):</p> <p><input type="checkbox"/> African American (MA)</p> <p><input type="checkbox"/> Native American (MN)</p> <p><input type="checkbox"/> Hispanic American (MH)</p> <p><input type="checkbox"/> Asian American (MS)</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.) Check one only</p> <p><input type="checkbox"/> Small <input type="checkbox"/> Minority-Owned</p> <p><input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran</p> <p style="padding-left: 100px;"><input type="checkbox"/> Certified Disabled</p>
<p>6. Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.)</p> <p>Signed: _____ Date: _____</p> <p>Name (Printed): _____ Title: _____</p>	
II. Sales and Use Tax.	
<p>As a contractual requirement under Tennessee law, vendors who contract with the state of Tennessee must be registered to collect sales tax if they make sales that are subject to the Tennessee sales and use tax. If you are already registered to collect Tennessee sales and use tax, please provide your registration number: _____</p> <p>(Note: This number is NOT your federal ID number.) If you are not registered, please go to Tennessee Taxpayer Access Point (TNTAP) and under the header "Look Up Information & Requests", select TN Vendor Contract Registration. This will open a survey designed to evaluate whether you must register for sales and use tax. Based on your responses, you will be directed to either register or will be provided with a letter of exemption from sales tax collection. Please provide a copy of the exemption letter or evidence of registration to Tennessee Tech to satisfy this contractual requirement.</p>	

Minority Owned (MO) 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 (WO) 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 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 (SB) 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.

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

Service-Disabled Veteran Business Enterprise (SDVBE) means 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, and that:

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

Certified Disabled-Owned (DB) means a business owned by a "person with a disability" that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; 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 persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability. "Person with a disability" means an individual who meets at least one (1) of the following:

- a) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than twelve (12) months;
- b) Is eligible to receive social security disability insurance (SSDI); or
- c) Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision a).

**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 TTU AFTER AWARD OF RFP.

**CONTRACT
BETWEEN
TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
[CONTRACTOR NAME]**

This Contract, by and between Tennessee Technological University, hereinafter referred to as “Tennessee Tech” or “TTU” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of athletic apparel, footwear, equipment, and related accessories. as well as sponsorship support and value-added services to the TTU athletic department, as further defined in the "SCOPE OF GOODS AND/OR 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]. The Contractor's address is: [ADDRESS]

A. SCOPE OF GOODS AND/OR 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 TTU athletic department. This contract is available for other Tennessee Tech departments, if needed.
- A.2. The Contractor agrees to provide goods and/or services to Tennessee Tech as well as the eligible institutions listed in Attachment 6.8.

B. CONTRACT TERM:

Contract Term. This Contract shall be effective for the period commencing on [DATE] and ending five (5) years thereafter. Tennessee Tech shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Tennessee Tech under this Contract exceed [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT]. The Prices in Attachment B 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 Tennessee Tech requests goods and/or services and the Contractor fulfills the request in accordance with the Contract requirements.
- C.2. Compensation Firm. The Service Rates and the Maximum Liability of Tennessee Tech 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 submit invoices on a monthly basis upon completion of contractual service and/or delivery of goods, in form and substance acceptable to the University with all of the necessary supporting documentation, prior to any payment. All invoices are to be delivered to the TTU Business Office, PO Box 5037, Cookeville, TN 38505 or emailed to APIInvoice@tntech.edu. All invoices are to reference the Contract or purchase order number.

- 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 Tennessee Tech shall not prejudice the university's right to object to or question any invoice or matter in relation thereto. Such payment by Tennessee Tech 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 Tennessee Tech, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods and/or services.
- C.7. Deductions. Tennessee Tech 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 Tennessee Tech any amounts which are or shall become due and payable to Tennessee Tech by the Contractor.

D. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide athletic apparel, footwear, equipment, and related accessories, as well as sponsorship support and value-added services to the TTU athletic department. Details of goods and/or services and Contractor's specific responsibilities are defined in Attachment A of this Agreement.

E. TERMS AND CONDITIONS:

- E.1. Required Approvals. Tennessee Tech is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations and university policies as shown on the signature page of this Contract.
- E.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.
- E.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Contractor Requirements Form.
- E.4. Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section E.4 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech 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 Tennessee Tech 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.
- E.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, Tennessee Tech shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed goods and/or services; provided, however, Tennessee Tech 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 Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.
- E.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods and/or services performed under this Contract without obtaining the prior written approval of Tennessee Tech. If such subcontracts are approved by Tennessee Tech, 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.

- E.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.
- E.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.
- E.9. Records. The Contractor shall maintain documentation for all charges against Tennessee Tech 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 Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- E.11. Progress Reports. Not Applicable
- E.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.
- E.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, 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 goods and/or 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 Tennessee Tech, 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.
- E.14. Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract.
- E.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.
- E.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Tennessee Tech policies and guidelines in the performance of this Contract.
- E.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 Tennessee Tech or its employees hereunder, and any remedies arising there from, 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.

- E.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.
- E.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E.20. 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 of entities or persons ineligible to contract with the State of Tennessee.
- E.21. Communications and Contacts.

Tennessee Tech (contractual issues):
Donna Wallis, Director of Purchasing and Contracts
Tennessee Technological University
Box 5144
1 William L. Jones Drive, Ste. 301
Cookeville, TN 38505
Phone: 931-372-3492
Email: dwallis@tntech.edu

Tennessee Tech (operational issues):
Mark Wilson, Athletic Director
Tennessee Technological University
Box 5057
1100 McGee Blvd., Rm. 300
Cookeville, TN 38505
Phone: 931-372-3961
Email: mwilson@tntech.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.22. 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, Tennessee Tech reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.22 shall not be deemed a breach of Contract by Tennessee Tech. 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 goods and/or services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Tennessee Tech any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.23. 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.

E.24. Copyrights and Patents/Tennessee Tech Ownership of Work Products. Contractor grants Tennessee Tech a worldwide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. Tennessee Tech 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 goods and/or services provided under this Contract. Tennessee Tech 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 Tennessee Tech as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the University for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. Tennessee Tech 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 Tennessee Tech, the Contractor shall take all reasonable steps to secure a license for Tennessee Tech 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 Tennessee Tech in the event such service is necessitated to enforce the obligations of the Contractor to the University.

E.25. 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 taken together. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech 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 Tennessee Tech.

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 goods and/or services under this Contract.

E.26. Performance Bond. Not Applicable

E.27. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.

E.28. Inventory/Equipment Control. Not Applicable

E.29. Tennessee Tech Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by Tennessee Tech for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to Tennessee Tech 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 Tennessee Tech for the residual value of the property at the time of loss.

E.30. 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 dated _____.

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.31. Prohibited Advertising. (Reserved.)

E.32. Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action, including reasonable attorney's fees, which may arise, accrue, or result to any person, 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 Tennessee Tech in the event such service is necessitated to enforce the terms of this paragraph or otherwise enforce the obligations of the Contractor to the University hereunder.

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

E.33. 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.34. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods and/or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contractor attests that the Contractor shall not knowingly utilize the goods and/or services of illegal immigrants in the performance of the Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under the Contract, who will utilize the goods and/or services of illegal immigrants in the performance of the Contract. By signature below, the Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the goods and/or services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the goods and/or services of any subcontractor who will utilize the goods and/or services of an illegal immigrant in the performance of this Contract.

- E.35. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Agreement, or review Tennessee Tech's Red Flags identity theft program and report any Red Flags to Tennessee Tech.
- E.36. 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 or exemption 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.37. Data Privacy and Security.

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Tennessee Tech, or to which access was provided to Contractor by or at the direction of Tennessee Tech, in the course of Contractor's performance under this Agreement 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 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 and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Contractor represents and warrants that Contractor will use the Personal Information only for the purposes authorized by this Contract and will not sell or share the Personal Information with any other person or entity.

Some Personal Information provided by Tennessee Tech 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 Tennessee Tech 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 Agreement.

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 Tennessee Tech with the name and contact information for an employee of Contractor who shall serve as Tennessee Tech's primary security contact and shall be available to assist Tennessee Tech twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Tennessee Tech 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 Tennessee Tech of any such Security Incident by telephone at the following number: CISO Office: 931.372.3913, and e-mail ociso@tntech.edu with a copy by e-mail to Contractor's primary business contact at Tennessee Tech.

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 Tennessee Tech for actual costs incurred by Tennessee Tech 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 Agreement, at Tennessee Tech's written request or upon the termination or expiration of this Agreement, Contractor shall return to the

University 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.

- E.38. Service and Software Accessibility Standards. - Not Applicable
- E.39. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon Tennessee Tech. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of Tennessee Tech without the approval of the University's Purchasing and Contracts Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with Tennessee Tech's procedures, policies, and guidelines.
- E.40. The Contractor fully understands that this Agreement 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.
- E.41. Boycott of Israel. 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 T.C.A. § 12-4-119.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECHNOLOGICAL UNIVERSITY:

Philip B. Oldham, President

Date

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 6.4 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 Tennessee Tech, 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 least one-hundred twenty (120) days subsequent to the date of the Financial 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 Tennessee Tech 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 pricing is for the institutions 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 the method agreed upon between Tennessee Tech and the Proposer.

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 of entities ineligible to contract with the State of Tennessee.

SIGNATURE & DATE: _____

PROJECT NARRATIVE AND RFP REQUIREMENTS

Part One: PROJECT NARRATIVE

I. OVERVIEW OF THE REQUEST FOR PROPOSAL

The goal of this RFP is to pair Tennessee Tech with the most suitable business partner to provide athletic apparel, footwear, equipment, and related accessories as needed by the University. Further, Tennessee Tech is seeking a partner to assist with the promotion of University athletics, as well as improving financial returns to Tennessee Tech. The successful respondent should demonstrate proven success in providing such services to colleges and universities on a national level. The resulting contract will be available to all Tennessee Tech departments if needed. The contract resulting from this Request for Proposal (RFP) shall be for a period of five (5) years.

Tennessee Tech is seeking the best and most advantageous Athletic Apparel Sponsorship Package, in the sole determination of the University, to best address, serve, accommodate and benefit our Intercollegiate Athletics program and sports-team outfitting needs, and to best help Tennessee Tech Athletics reach its most favorable and competitive level. To achieve this end, Tennessee Tech is prepared to work with the winning Proposer to provide potential benefits in regards to marketing and advertising the Athletic Apparel Sponsorship Agreement that results 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 Tennessee Tech that the Proposer can offer.

Tennessee Tech 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, Tennessee Tech reserves the right to review each Proposal separately and award pursuant to the Proposal that is the most advantageous and in the best interests of the University. Tennessee Tech is the sole judge of its best interests in regard to the Proposal submitted.

III. LONG TERM RELATIONSHIP

Rather than being faced with potential sales for only a single year of purchase transactions, as long as the RFP Proposer upholds the quality and level of contracted services and Tennessee Tech's funding allows, the contracted RFP Proposer stands to benefit from a long-term relationship with the University in regard to a five-year period of coverage.

IV. BEST AND FINAL OFFERS

At the sole discretion of Tennessee Tech, those Proposer(s) who are chosen as finalists may be requested to submit a "best and final offer" in order to further clarify the deliverables, contract language, costs, or financial package presented in the Proposer's RFP. If the best and final offers are requested, they will be evaluated against the stated criteria. There is no obligation on the part of Tennessee Tech to request Best and Final Offers from any or all of the Proposers responding to the RFP.

V. DEFINITIONS FOR THE PURPOSES OF THIS RFP

"University," or "TTU," or "Campus," or a pronoun used in its place shall mean Tennessee Tech and the Tennessee Tech University Department of Athletics, including but not limited to, any and all Athletics teams presently sponsored by the Department of Athletics.

"Proposer" and "Contractor" 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 while 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 and non-padded compression products), and similar apparel, practice wear, thermal wear, and performance undergarments (collectively, “Authentic Competition Apparel”) that members of any 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 any Team, Coaches and/or Staff wear or may be reasonable 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. Athletics 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 Tennessee Tech.

“University Marks” shall mean the names, nicknames, mascots, trademarks, service marks, logo graphics and/or symbols and any other recognized reference to the University or its Covered Programs.

“Team” shall mean that group of athletes attending Tennessee Tech during the term of this Contract and comprising the roster of each Covered Program.

“Game” shall mean game, match, meet, test or other such 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, trainers, any on-field/courtside staff (e.g., ball persons, basketball stat crews, etc.) and any upper level athletics administrators employed by Tennessee Tech during the term of this Contract to provide services to or oversight of Covered Programs.

VI. TENNESSEE TECH UNIVERSITY ATHLETICS INFORMATION

Tennessee Tech is a member of the National Collegiate Athletic Association (NCAA) and the Ohio Valley Conference (OVC). Tennessee Tech’s Department of Intercollegiate Athletics supports 15 NCAA Division I varsity intercollegiate athletic programs that compete at the highest level of collegiate athletics. All of Tennessee Tech’s men’s and women’s programs offer athletic scholarships. Tennessee Tech’s varsity sport programs are as follows:

Men’s:

Baseball
Basketball
Cross Country
Football
Golf
Tennis

Women’s:

Basketball
Beach Volleyball

Cross Country
 Golf
 Soccer
 Softball
 Track & Field Indoor
 Track & Field Outdoor
 Volleyball

Historical Data

For Proposer’s reference, during the past four fiscal years TTU has spent the following amounts on athletic apparel, footwear, equipment, gear, and other related products:

July 1, 2019 – June 30, 2020: \$492,995.12
 July 1, 2020 – June 30, 2021: \$454,550.51
 July 1, 2021 – June 30, 2022: \$416,500.16
 July 1, 2022 – June 30, 2023: \$469,366.07

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

The following table represents an estimate of participating athletics teams for the 2024-2025 TTU school year. Note that this is a breakdown of the University’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 indicated in this table, and no guarantee of purchase or quantity is to be construed by the presentation of this information.

Sports	No. of Athletes	No. of Coaches/Staff
Baseball	35	4
Men’s Basketball	17	6
Men’s Cross Country	11	4
Football	115	17
Men’s Golf	10	3
Men’s Tennis	10	3
Women’s Basketball	16	6
Beach Volleyball	15	3
Women’s Cross Country	14	4
Women’s Golf	10	3
Women’s Soccer	26	4
Softball	22	4
Women’s Track and Field	30	4
Women’s Volleyball	15	3
Cheer	25	1
Dance	12	1
Mascot	3	1
Totals	386	71

Support Staff	No. of Personnel
Administration/Support Staff	23
Sports Medicine	12
Media/Video/Marketing	10
Managers	35
Athletic Performance	6
Event Staff	20
Total	106

Tennessee Tech reserves the right to incorporate other sports into the Contract resulting from this RFP. Tennessee Tech also reserves the right to add or delete programs from the above list, as determined necessary by TTU’s Department of Intercollegiate Athletics.

****IMPORTANT:** Tennessee Tech reserves the right to use other apparel, footwear, and equipment suppliers for the above noted Covered Programs of the University due to pre-existing relationships the

individual sports have in place. Proposer is encouraged to incorporate these Covered Programs into their response. However, Tennessee Tech reserves the sole right to make the determination whether to continue utilizing the pre-existing relationships, or to transition into a deal with the awarded Proposer, if that is in the best interest of the Program and the University. This decision is solely at the discretion of Tennessee Tech.

VII. RFP EVALUATION REVIEW PROCESS

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

- A. Mandatory Requirements:** A review of the 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.
- B. Technical Score:** A review of Proposer's focus, experience, and expertise with NCAA Division I FCS level programs: knowledge and experience working with FCS mid-major programs in the South; account reference, past performance, as well as an implementation plan, staffing plan; size/composition/experience of back-office and company financial stability, and responsiveness to the RFP, as provided in the Proposer's proposal.
- C. Cost Score:** A review of all product costs as detailed in the Cost section. Proposer shall provide prices for a list of core items, discount percentages on other products, embroidery costs and screening costs. Proposer shall also provide any restocking/return fees.
- D. Benefits Score:** A review of all financial benefits with focus on signing bonus, annual financial cash guarantee, complimentary product offerings, availability of complimentary product allotment, and buying power relative to regular goods, custom goods, uniforms, footwear, and equipment provided to the University. University will also take into consideration any special/unique financial proposals that would supplement the specification listed above.

Final score for each Proposer will be the total combined points received for the technical, cost and financial benefits criteria. Proposer with the highest total will be awarded the contract. Tennessee Tech will be the sole judge of the suitability of the Proposer.

VIII. QUALIFICATION OF PROPOSER

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

IX. SCOPE OF PRODUCTS AND SERVICES

Tennessee Tech intends to establish a multi-year agreement with a qualified provider for athletics apparel, footwear, uniforms, accessories, and equipment. Tennessee Tech is interested in reviewing financial proposals that could potential establish a relationship involving corporate sponsorship opportunities that are a result of this RFP.

NOTE: Tennessee Tech, at its sole discretion, may determine whether this relationship is in the best interest of TTU and if so, will fulfill said relationship with sponsorship inventory as available.

Tennessee Tech 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 TTU:

- A. Golf Equipment (i.e., clubs, travel bags, golf bags and golf balls)
- B. Baseball and softball gloves, bats and catcher's gear
- C. Tennis equipment (i.e., rackets and tennis balls)
- D. Basketball equipment (i.e., balls)
- E. Any accessories and/or equipment mandated by conference agreements.

Part Two: RFP REQUIREMENTS

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

Submittals Required for the Following:

- I. **Technical Proposal—Proposer’s Obligations and Responsibilities. Proposer is to address how they will meet each of the requirements in this section and include as much detail as possible.**
 - A. **Qualifications & Experience (See also Attachment 6.5B)**
 1. Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the services sought through this RFP.
 2. Indicate how long the Proposer have been performing the services to NCAA Division I FCS programs required by this RFP, and include the number of years in business.
 3. Proposer shall provide information (names, location, contact information) on those individuals assigned to work with Tennessee Tech 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.
 4. Describe proposer’s brand recognition and market share.
 - B. **Products (See also Attachment 6.5C, C.1)**
 1. Provide a brief history of the company and its expertise in intercollegiate sport 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.
 2. Provide a list of each sport your company manufacturers uniforms, apparel, footwear and accessories for, as it related to the University’s athletics programs listed above.
 3. All products offered shall be nationally advertised and first rate-quality. Only top of the line, popular brands are acceptable.
 4. Provide complete catalog and/or link to electronic catalog of all available Products offered. Include instructions on how to access published price list electronically.
 5. 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.
 6. Proposer shall be able to provide Product that is consistent with the Athletics Branding Guide of Tennessee Tech. Proposer is to confirm that Products are consistent with Tennessee Tech’s branding. See Addendum A – TTU Athletics Branding and Style Guide.
 7. 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 the ordering and deliver times for such items. See Addendum B – Custom Ordering Deadlines.
 8. Proposer shall provide Tennessee Tech with samples of Products offered under this RFP. See Addendum C – Requested Samples.
 9. Proposer shall demonstrate the ability to show real-time, up to the minute inventory listings on their website in order to provide TTU with the most accurate ordering information.
 10. Proposer shall provide information showing that they possess the appropriate collegiate licensing registration and compliance.
 11. In their response, Proposer shall indicate if they require the return of the sample items. (See Addendum C – Requested Samples.)
 12. The primary school color is Purple Pantone 266. The secondary color is Gold Pantone 109. Provide fabric samples of the color closest to Purple Pantone 266 and Gold Pantone

109 that would be used in uniforms, apparel, footwear, accessories, and embroidery. Fabric color samples to be provided in bid proposal.

13. Proposer shall be able to provide footwear in standard sizes as well as in large/wide sizes.
14. In the event a uniform / apparel brand name transition for specific TTU team's current brand occurs, explain the cross-over process, timeline, and the facilitation procedures the company has in place to support the transition.

C. Services (See also Attachment 6.5C, C.2)

1. 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.
2. Proposer shall provide information related to their ability to produce branding packages with the logo of apparel manufacturer.
3. 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 TTU. Proposers should have the ability to set up online ordering free of charge for alumni / fans / parents with retail options.
4. Proposer shall provide any other pertinent information related to the technical support and customer service options Proposer is capable of providing.

D. Customer Service (See also Attachment 6.5C, C.3)

1. Proposer shall provide sales representation and support on the campus of TTU. Sales representative(s) is responsible for showing branded product samples, creating order templates, communicating order deadlines, and providing 24 (twenty-four) hour response time for all questions and concerns.
2. Proposer shall provide in its response a description of a customer service plan and a proposed delivery schedule for products. See Addendum B for ordering deadlines for different seasons.
3. Proposer shall provide information showing their ability to ship Product(s) within 24 (twenty-four) to 48 (forty-eight) hours after receipt of order.
4. Proposer shall provide Tennessee Tech 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.
5. 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 which Tennessee Tech will stay informed of the status of pending orders.
6. Proposer shall describe their return / exchange policies. Identify any associated costs in Section 6.6A Costs.
7. 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.
8. 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 that 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.
9. Describe available warranties for Product and equipment.

E. Community Engagement (See also Attachment 6.5C, C.4)

1. Proposer shall describe any product support for community events and/or special intercollegiate events.
2. Proposer shall describe any product support for summer camps hosted by TTU coaches.
3. If Proposer provides any online (or other) programs for parents of student athletes, those should be clearly described.

II. Financial Proposal – the Financial Proposal will encompass both a Cost Proposal and a Benefits Proposal. Proposer is to address all of their pricing and financial information that includes Proposer’s discount pricing structure and any other pricing information and/or pricing terms and conditions that are being included in the RFP submission.

A. Costs (See also Attachment 6.6A)

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.

1. Pricing in General - 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 listing of manufacturers they can offer to Tennessee Tech 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, sports 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. Tennessee Tech will not pay additional fees beyond the stated prices.
 - c. Proposer shall confirm that discount pricing will 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.
 - 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 Tennessee Tech free of charge. Proposer shall describe the ordering and delivery process of free items.
 - g. Proposer shall identify any other offerings to Tennessee Tech in regard to discounts, incentives, or rebate programs offered by the Proposer.
 - h. Proposer shall identify any other goods and services being offered to Tennessee Tech.
2. 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 incentive for the purchase of athletics apparel and sporting goods equipment in the form of in-kind donation or product rebates. Proposer 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).

3. Pricing – Products

Proposer shall provide for team specific Products packages to Football, Men's Basketball, and Women's Basketball 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 for the Head Coach, and any performance-based incentives for the Team.

4. 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 TTU?
- b. Proposer shall include separate shipping costs for next-day delivery.
- c. Proposer shall include information pertaining to restocking fees and applicability.

B. Benefits (See also Attachment 6.6B)

1. 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:
 - i. Annual promotional merchandise allotment
 - ii. One-time signing bonus
 - iii. Contract "Kick-off" bonuses (offers for the first season and for which teams)
 - iv. Annual Financial Cash Incentive
 - v. Incentive bonuses ties to annual business thresholds
 - vi. Incentive bonuses tied to performance achievements (i.e., regular season / conference tournament championships, NCAA appearances, Conference Coach of the Year, etc.)
 - vii. Discounts extended to other campus entities, (i.e., Campus Recreation, University Advancement, etc.)
- b. Proposer shall provide any other pertinent information about any bonus compensation and incentive packages that Proposer feels will enhance the value of their proposal.
Provide the kind, structure, and value of the incentives offered, and indicate whether the incentives, if accepted by TTU, shall be in the form of cash or merchandise. **Include this information only in the separate sealed envelope according to RFP instructions.**

2. Sponsorship Opportunities

Proposers are encouraged to submit proposals that incorporate sponsorship and advertising components to their offer that will serve both Tennessee Tech and the Proposer to enhance their images consistent with branding and marketing strategies of both TTU 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 TTU inventory, and how that applied value will be applied, will be subject to approval of Tennessee Tech. TTU 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 Partner of TTU Athletics," to take advantage of the promotion, and marketing potential as a result of the ever-increasing exposure of the TTU 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 Tennessee Tech in providing good and services that benefit both Proposer's product expansion and TTU's athletic department. **Include this information only in the separate sealed envelope according to RFP instructions.**
- b. Proposer shall provide information related to the Proposer's ideas on how best to service TTU in providing good 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.**

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

SECTION A — MANDATORY REQUIREMENTS

TECHNICAL PROPOSAL & EVALUATION GUIDE

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.

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 all RFP requirements.

PROPOSER LEGAL ENTITY NAME:

- The Proposal must be delivered to Tennessee Tech no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Financial Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).
- The Technical Proposal must NOT contain cost or pricing information of any type.
- The Technical Proposal must NOT contain any restrictions of the rights of the State/Tennessee Tech or other qualification 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 Tennessee Tech) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of Tennessee Tech, and the University reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer’s business relationship with the financial Tennessee Tech 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 a Contractor Requirements Form (Attachment 6.1).	

	A.5.	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.6.	The proposer must have a minimum of three (3) years of experience with Division IFCS level athletic programs. The actual work shall be performed by qualified and experience staff of the proposer. Show evidence in RFP response.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
<p>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 Tennessee Tech employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.</p>		
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 Tennessee Tech should contact regarding the proposal.	
	B.2 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.3 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.4 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.5 Provide a descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services. Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business.	
	B.6 Indicate the Proposer organization’s number of employees, client base, and location of office that will be servicing Tennessee Tech. Indicate the Proposer’s designated retailer, if applicable.	
	B.7 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. (Tennessee Tech reserves the right to approve any future changes in the proposed account representative.)	
	B.8 Provide customer references of three (3) colleges or universities of similar size to Tennessee Tech where such services are currently provided:	

	<p>Give name and email address of a contact person at each location.</p> <p>Give summary of products/services provided.</p> <p>Give length of time of service and estimated total sales at each location.</p> <p>List, if any, current contracts with Tennessee Tech or 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 Tennessee Tech regarding <u>all</u> references provided (both Tennessee Tech and non-Tennessee Tech). Current or prior contracts with Tennessee Tech are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with Tennessee Tech will not automatically result in the addition or deduction of evaluation points.</i></p> <p><i>Tennessee Tech is under <u>no</u> obligation to clarify any reference information.</i></p>	
<p>(Maximum Section B Score = 15)</p>		

TECHNICAL PROPOSAL & EVALUATION GUIDE

Proposer Name:

SECTION C – TECHNICAL APPROACH

Do not include any cost or revenue information in the Technical Proposal response. 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 Tennessee Tech employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

Page Reference	Technical Requirements	Points Awarded
	<p>C.1 Samples / Quality of Products</p> <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 TTU school colors, markings, and logos.</p> <p>Maximum Points = 15</p>	
	<p>C.2 Services</p> <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 corporate support. This includes past experience of individuals assigned to this account.</p> <p>Maximum Points = 15</p>	
	<p>C.3 Customer Service</p> <p>Proposer shall explain restocking and return policy and if fees are associated with returns. Proposer shall explain custom ordering details. Complete Addendum B and include with proposal response.</p> <p>Do not include any actual costs or fees here. Include costs only in Attachment 6.6, in the separate sealed envelope according to RFP instructions.</p> <p>Maximum Points = 15</p>	

	<p>C.4 Community Engagement</p> <p>Proposer shall describe if they provide product support for community events and/or special intercollegiate events. Proposer shall describe if they provide product support for summer camps hosted by TTU coaches. Proposer shall describe any online programs for parents, if available.</p> <p>Maximum Points = 10</p>	
	<p><i>(Maximum Section C Score = 55)</i></p>	

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.

PROPOSER NAME:

SIGNATURE & DATE:

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.

COST PROPOSAL SCHEDULE

The proposed costs, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. *Pro Forma Contract, Scope of 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 University. All monetary amounts are United States currency. See additional notes on next page.

Cost Item Description	Proposed Cost					Sum		
	Year 1	Year 2	Year 3	Year 4	Year 5			
<u>Embroidery Costs.</u> Provide Costs on Addendum D. TTU will assume 1,500 logos per year for evaluation purposes only.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.			
<u>Screening Costs.</u> Provide Costs on Addendum D. TTU will assume 3,000 logos per year for evaluation purposes only.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.	TTU to complete. Proposer to use Addendum D.			
<u>Pricing Discount Structure.</u> Provide discount percentages on Addendum E. TTU will average the various discounts and apply to a projected purchase of \$500,000 per year, for evaluation purposes only.	TTU to complete. Proposer to use Addendum E.	TTU to complete. Proposer to use Addendum E.	TTU to complete. Proposer to use Addendum E.	TTU to complete. Proposer to use Addendum E.	TTU to complete. Proposer to use Addendum E.			
<u>Restocking Fees.</u> Please provide as either a percentage or a cost per return. TTU will assume \$25,000 per year and 25 returns per year, for evaluation purposes only.								

<p><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></p>	<p>Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i></p>	
<p style="text-align: center;"> Lowest Evaluation Cost Amount from <u>all</u> Proposals <hr style="width: 50%; margin: auto;"/> Evaluation Cost Amount Being Evaluated </p>	<p style="text-align: center;"> X 15 <i>(max. section score)</i> </p>	<p style="text-align: center;">= SCORE:</p>

BENEFITS PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Benefits Proposal MUST be completed EXACTLY as shown.

**PROPOSER
NAME:**

**SIGNATURE &
DATE:**

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.

BENEFITS PROPOSAL SCHEDULE

The proposed benefits and the submitted technical proposal associated with this benefit shall remain valid for at least 120 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the University. All monetary amounts are United States currency. See additional notes on next page.

Revenue Item Description*	Proposed Cost							
	Year 1	Year 2	Year 3	Year 4	Year 5			
One-time Signing Bonus (if applicable)								
Annual promotional merchandise allotment (provide monetary value, if applicable)								
Contract Kick-off Bonuses (state which team(s) if applicable)								
Annual Financial Cash Incentive (if applicable)								
Incentive Bonuses tied to Annual Business Thresholds (if applicable)								
Incentive Bonuses tied to Performance Achievements (if applicable)								
Discounts Offered to Other Campus Entities (if applicable)								

<p><i>The RFP Coordinator shall use the evaluation revenue amount derived from the proposed revenue amounts above and the following formula to calculate the BENEFIT PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>	<p>Evaluation Benefit Amount:</p>	
<p>Evaluation Revenue Amount Being Evaluated</p> <hr/> <p>Highest Evaluation Revenue Amount from all Proposals</p>	<p>X 15 <i>(max. section n score)</i></p> <p>=</p> <p>SCORE:</p>	

*Proposer is not required to fill in all of the blocks on this Benefits Proposal Schedule. If any of the listed benefits are not being offered, Proposer should leave that block blank or enter \$0.00.

Proposer shall provide below any other pertinent information about any bonus compensation and incentive packages that Proposer feels will enhance the value of their proposal.

Provide the kind, structure, and value of the incentives offered, and indicate whether the incentives, if accepted by TTU, shall be in the form of cash or merchandise. Use additional pages if/as necessary.

SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
QUALIFICATIONS & EXPERIENCE (maximum: 15 points)						
EVALUATOR 1						
EVALUATOR 2						
EVALUATOR 3						
EVALUATOR 4						
EVALUATOR 5						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH (maximum: 55 points)						
EVALUATOR 1						
EVALUATOR 2						
EVALUATOR 3						
EVALUATOR 4						
EVALUATOR 5						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL (maximum: 15 points)	SCORE:		SCORE:		SCORE:	
FINANCIAL RETURN (maximum 15 points)	SCORE:		SCORE:		SCORE:	
TOTAL EVALUATION SCORE: (maximum: 100 points)						

**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

Addendum A – Tennessee Tech Athletics Branding and Style Guide

See link for TTU Athletics Branding & Style Guide:

[HERE](#)

Addendum B – Custom-Ordering Deadlines
(Complete and return with RFP Technical proposal.)

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

Addendum C – Requested Samples
(Send samples with RFP Technical proposal.)

Samples to be Provided by Proposer

1. Apparel / Uniform Samples
 - One (1) women's soccer jersey.
 - Two (2) men's and women's team polo in TTU colors with logo embroidered.
 - One (1) t-shirt with TTU Athletics eagle head logo screen printed on the front.
 - One (1) competition football jersey.
 - One (1) football pant.
 - One (1) rain jacket.
 - One (1) rain pant.
 - One (1) heavy weight jacket.
2. Footwear samples
 - One (1) pair of football mid profile cleat.
 - One (1) pair of women's soccer cleat.
 - Two (2) pairs of men's and women's basketball shoe.
 - One (1) pair of softball mid profile cleat.
 - One (1) pair of baseball cleat.
 - One (1) pair of women's track & field cleat.
 - One (1) pair of men's coaches shoes.
3. Accessories Samples
 - One (1) team duffle bag.
 - Two (2) pairs of football receivers and padded lineman gloves.
 - One (1) pair of baseball batting gloves.

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

Addendum D – Embroidery and Screening Costs
(Complete and return with RFP Financial Proposal)

		Year One (7/1/24 – 6/30/25)	Year Two (7/1/25 – 6/30/26)	Year Three (7/1/26 – 6/30/27)	Year Four (7/1/27 – 6/30/28)	Year Five (7/1/28 – 6/30/29)
Embroidery (per each) Approximately 1500 per year*	Minimum Order 6	\$	\$	\$	\$	\$
1-Color Screen Print (per each)	Qty. 12-23	\$	\$	\$	\$	\$
Approximately 1000 per year, at the middle pricing tier*	Qty. 24-47	\$	\$	\$	\$	\$
	Qty. 48-95	\$	\$	\$	\$	\$
2-Color Screen Print (per each)	Qty. 12-23	\$	\$	\$	\$	\$
Approximately 1000 per year at the middle pricing tier*	Qty. 24-47	\$	\$	\$	\$	\$
	Qty. 48-95	\$	\$	\$	\$	\$
3-Color Screen Print (per each)	Qty. 12-23	\$	\$	\$	\$	\$
Approximately 1000 per year at the middle pricing tier*	Qty. 24-47	\$	\$	\$	\$	\$
	Qty. 48-95	\$	\$	\$	\$	\$

***Note: Quantities listed above are for evaluation purposes only. Quantities of actual orders are not guaranteed by the above numbers nor are they limited to the above numbers.**

Addendum E – Pricing Discount Structure

(Complete and return with RFP Financial proposal.)

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

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