



**Auburn University
Request for Proposal**

Swimming & Diving Apparel and Sponsorship

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Auburn University Swimming & Diving Apparel and Sponsorships

Section I. Request for Proposal

A. Intent and Scope for the Auburn University Swimming & Diving Apparel and Sponsorships

Auburn University and its Department of Athletics seek a qualified firm to provide equipment for the University's swimming & diving program.

It is the University's intent, with respect to this RFP, to enter into an Agreement with a selected firm for swimming & diving Equipment to include those goods and financial sponsorships listed on Attachment D.

The term of a resulting Agreement will be for three (3) years, with the ability for the University, in its sole discretion, to renew on the same or similar terms and conditions, for one additional year.

The general and technical specifications, together with the related information, comprise the requirements of this project.

All equipment will be custom made using the University's colors and logo. All equipment supplied will be the swimming & diving team's choice of model and style. The selected firm will provide samples of equipment well in advance of ordering deadlines.

The equipment provided will have a one-year warranty and will be replaced at no charge to the University for any breakage or defects. Any equipment replaced under warranty will be provided outside of the scope of complimentary equipment listed in Attachment D. Freight will not be charged to the University for any equipment shipped to the swimming & diving team.

B. Proposal Overview and Definitions

- Proposals will be received until 10:30 AM CDT on the specified date.
- Throughout the remainder of this Request for Proposal, all entities involved will be referred to as follows:
 - Auburn University will be referred to as "University" or "AU".
 - Commodity/Service Provider will be referred to as "Contractor" or "Supplier".
 - This document will be referred to as "RFP".

Section II. Instructions to Proposers

A. Proposal Response

- Proposals should be submitted to the Procurement & Business Services Sourcing Event Portal on or before the time and date set for closing.
- Pursuant to the provisions of the State of Alabama Competitive Bid Law rules and regulations adopted there under, sealed bids will be received on the items noted herein by Procurement and Business Services of Auburn University, until the date and time stated.

- All bids are to be "F.O.B. Destination - Freight Prepaid and Allowed."
- Alabama law (Section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Bidder certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R. Ch. 1 Subpart 9.4). Bidder will immediately notify the University if the Bidder or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Bidders.

- AU reserves the right to award in whole or in part, by line item, or make multiple awards, where such action serves Auburn University's best interest.
- Proposers may withdraw proposals at any time prior to the time and date set for opening.
- The University reserves the sole and exclusive right to reject or accept any or all proposals and to waive any informality in proposal. The best interest of the University and their subsequent facilities shall be considered as the number one determining factor in selecting or not selecting a Proposer.
- No department, school, or office at the University has the authority to solicit official proposals other than Procurement and Business Services. All solicitation is performed under the direct supervision of the Director of Procurement and Business Services and incomplete accordance with the University policies and procedures.
- The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. The University will make reasonable efforts to protect proprietary information but all records are subject to State of Alabama open records laws.
- Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Procurement and Business Services will schedule the presentations.
- The University is committed to the development of Small Business and Small Disadvantaged business (SB & SDB) suppliers. If subcontracting is necessary, the contractor will make every effort to use SB & SDB in the performance of this contract. Reporting will be required throughout the duration of the contract indicating the extent of SB & SDB participation.
- The Suppliers shall indemnify, defend, and hold harmless the University, its officers, agents, and employees from any claims, damages, and actions of any kind or nature arising from or caused by the use of any materials, goods, equipment, or services

furnished by the Supplier, provided that such liability does not attribute to the sole negligence of the University.

- The successful supplier will have to attest to the following: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama, Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”
- Read and comply with all instructions, specifications, General Terms and Conditions, and Bid Conditions.

Section III. Form of Proposal

A. Proposal Format

Proposals should be submitted in Excel® and/or Adobe PDF® formatting only.

If there is any information or required submittals, which due to size limitations cannot be incorporated following the preferred formatting, please note for the evaluator where the information can be found in the response.

B. Tabular / Paginated Format

- **Tab 1:** A one to two page executive summary of the respondent's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the RFP, and how the proposer plans to address the University's requirements.
- **Tab 2:** Completed and signed RFP contract form, as per Attachment A.
- **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process.
- **Tab 4:** Attachment C. Complete with a listing of the company projects/customers similar in size and scope to the services described in the RFP. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the state of Alabama, particularly within institutions of higher learning. Provide a list of institutions of higher education with which the firm has signed a term contract.
- **Tab 5:** Attachment D. Completed Bid Price Sheet as well as any relevant additional information. The firm's proposed support for the University's swimming & diving program. Include the annual amount of equipment, advertising, promotional, marketing, and financial consideration.
 - A detailed description and the full specifications of the equipment proposed. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
- **Tab 6:** Exceptions to Auburn University's General Terms & Conditions

Section IV. Bid Conditions

A. Functional Requirements of Contract to be Awarded

i. **Contract Term**

The term ("Term") of this contract will be for a period beginning from the date of award. The length of time for this agreement will cover a period of three (3) years plus one potential renewal year with year-one beginning at September 1, 2024 and commencing on June 30, 2025. The period of each proceeding year will begin on July 1 and commence on June 30. The agreement may be renewed for one additional year upon mutual agreement of both parties.

Year 1 Sept. 1, 2024 – June 30, 2025

Year 2 July 1, 2025 – June 30, 2026

Year 3 July 1, 2026 – June 30, 2027

Year 4 July 1, 2027 – June 30, 2028

Either party may terminate this agreement effective thirty (30) days after providing written notice to the other party that such party has breached any material provisions of this agreement if such other party fails to cure said breach within the thirty (30) day notice period. Such notice shall set forth the basis of the termination.

The contract may also be cancelled by convenience by Auburn University. The effective date of cancellation shall be thirty (30) days after written notice of intent by one of the parties. The vendor will, however, be required to honor all orders placed prior to the date of cancellation if required to do so by the University.

ii. **Effective Date**

The effective date of the contract shall tentatively be September 1, 2024 or the date upon which the parties execute the contract and all appropriate approvals have been received, whichever is later.

iii. **Pricing Expectation**

Respondents shall provide a list of equipment and financial sponsorships provided to the University on an annual basis. All equipment and financial sponsorship shall be listed on the Bid Price Sheet (reference Attachment D).

The University reserves the right to request a Best and Final Offer from finalist Respondents, if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated equipment and sponsorship opportunities as well as answers to specific questions that were identified during the evaluation of Proposals.

If the University chooses to invoke this option, responses would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

B. Specifications/Requirements

i. **Operations/Conditions**

Each firm must be prepared to meet the following conditions:

- The estimated ship date of the product from the time of the order

Section V. Evaluation Criteria

Individuals from the University's Department of Athletics & Procurement & Payment Services will form the evaluation committee for this RFP. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, reputation, financial standing of the bidder or respondents, and the amount of other work being carried on by the bidder. The inability of any bidder to meet the requirements mentioned above may be cause for rejection of proposal.

Selection shall be made in the best interest of the University. An Agreement will be awarded to the successful respondent who, in the opinion of the University, has best demonstrated competence and qualification for the type of equipment requested and whose proposal is deemed to be in the best interest of the University. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by the University (for whatever reasons), the University may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 90 days after the closing date and time for submission of proposals. The respondent and University agree that time is of the essence in all respects concerning the award of contract and performance hereunder.

- 1) Equipment and Financial Considerations – 60%
 - Supplier providing the best combination of equipment and financial consideration
- 2) History and Past Performance – 35%
 - Relevant experience
 - Demonstration of the selected supplier's prior successful experience with the specified activities and the performance of the supplier's equipment
 - References
- 3) Complete/Thorough Proposal – 5%
 - Understanding of the nature of the project
 - The respondent's compliance with all requirements of the RFP specifications
 - The selected agency's proposed commitment to its relationship with the University and customers
 - Detailed proof of all requested qualifications and specified services

Attachment A. RFP Contract Form

This agreement is entered into this ____ day of ____, 2024, by and between Auburn University, party of the first part (hereinafter called the "University") and _____, party of the second part (hereinafter called the "Supplier").

WITNESSETH that the contract, in consideration of premises of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF SERVICES TO BE PERFORMED:

The contractor shall provide the enlisted services with the request for proposal AU-2024-0000822, requiring response by 10:30 a.m. CST on August 21, 2024.

INCORPORATION OF TERMS OF REQUEST FOR PROPOSAL:

All the requirements, terms and conditions of Request for Proposal AU-2024-0000822 dated August 21, 2024 and the consistent requirements, terms and conditions of the proposal from _____ in response to the request for proposal are hereby incorporated into and made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement. If any requirements, terms and conditions of proposal are inconsistent with other terms of the contract, those inconsistent terms in proposal will be of no force or effect.

TERM OF CONTRACT:

The length of time for this agreement will cover a period of three (3) years, beginning at date of award and may be renewed on a yearly basis thereafter for up to one (1) additional years upon mutual agreement of both parties.

TERMINATION CLAUSE:

Either party may terminate this agreement effective thirty (30) days after providing written notice to the other party that such party has breached any material provisions of this agreement if such other party fails to cure said breach within the thirty (30) day notice period. Such notice shall set forth the basis of the termination.

The contract may also be cancelled by convenience by Auburn University. The effective date of cancellation shall be thirty (30) days after written notice of intent by one of the parties. The vendor will, however, be required to honor all orders placed prior to the date of cancellation if required to do so by the University.

The Supplier and the University for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS THEREOF, the parties hereto on the day and year first above written have executed this agreement in four counterparts each of which shall have without proof or accounting for the other counterparts, be deemed an original thereof.

Auburn University	Supplier
Signature:	Signature:
Name / Title:	Name / Title:
Date:	Date:

Attachment B. Calendar of Events

Task	Date
RFP Bid Issued	Week of August 1, 2024 or sooner
Questions regarding RFP due	August 14, 2024 @ 4:45 PM CST or sooner
Responses to Questions sent out	August 21, 2024 @ 12 PM CST or sooner
RFP Response Due	August 28, 2024 @ 10:30 AM CST
Presentations (optional)	TBD
Contract Award	September 1, 2024

Attachment C. References

Bidders shall submit at least three (3) references from the management of other universities or organizations for whom the respondent has provided services similar to those outlined within the RFP specifications. Include agency name, address, phone number, contact person, contact phone number, and contact email address.

1. University/Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____

Contact Email _____

2. University/Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____

Contact Email _____

3. University/Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____

Contact Email _____

Attachment D. Bid Price Sheet

Please provide a listing of annual financial incentives to be provided to Auburn University, including but not limited to the value of the product allotment to be utilized at the discretion of the Auburn University Swimming & Diving program, annual financial sponsorship incentives, and annual competition bonuses. Respondents have the flexibility to offer specific and/or additional supplies/bonuses not listed on this sheet as creative responses are welcomed.

Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. Pricing must be valid for 90 days following the bid response due date and time.

The University will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

Below is a template by which respondents can submit their equipment and financial proposals. Please also denote performance escalators included in this Bid Price Sheet.

ANNUAL TEAM OUTFITTING SUPPORT/ALLOTMENT	
Description	Value

ANNUAL SPONSORSHIP CONSIDERATION			
Product	# of Payments	Payment Date(s)	Total

ANNUAL HEAD COACH INCENTIVES		
Event	Payment Date	Amount

ANNUAL COMPETITION BONUS					
Event	Payment Date (s)	Amount	Woman	Men	Contract Year
SEC CHAMPIONS					2024
NCAA CHAMPIONS					2024
NCAA Top 6					2024
SEC CHAMPIONS					2025
NCAA CHAMPIONS					2025
NCAA Top 6					2025
SEC CHAMPIONS					2026

NCAA CHAMPIONS					2026
NCAA Top 6					2026
SEC CHAMPIONS					2027
NCAA CHAMPIONS					2027
NCAA Top 6					2027

PRODUCT DISCOUNT FOR ADDITIONAL EQUIPMENT		
Event	Online/Catalog	Percentage
Percentage discount for Auburn staff for additional product fulfillment (Please indicate if this is wholesale pricing)		