Baseball Equipment
November 2, 2011

Important Dates
Pre-Proposal Questions Due (no later than):
3:00 p.m. EST – Thursday, November 10, 2011

Deadline for Receipt of Proposals:
3:00 p.m. EST – Monday, November 21, 2011

[Please Note: Firms must submit one hard-copy and one electronic copy of their proposal]
A. GENERAL INFORMATION

Request for Proposal ("RFP") Name: Baseball Equipment

RFP Number: #FF110211

Issue Date: November 2, 2011

Brief Description: Provide baseball equipment and financial sponsorship for the University of Virginia’s (the “University”) Baseball program.

Preproposal Questions: All questions concerning this RFP must be sent to the buyer listed below no later than 3:00 p.m. (EST) on Thursday, November 10, 2011 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: Proposal Due Date: 3:00 p.m. (EST) on Monday, November 21, 2011
Firms will send one original copy their proposal(s) to the address listed in the contact information box below. Additionally, firms will also send a complete electronic version of their proposal(s), formatted in Microsoft Word, to the email address listed in the contact information box below. The University reserves the right to reject proposals received after the stated due date and time.

Negotiations: Negotiations, if needed, will be held via e-mail starting the week of December 5, 2011.

Expected Award Date: Commencing the week of February 1, 2012

Term of Agreement: The term of a resulting Agreement(s) will be for four years, with the ability for the University, in its sole discretion, to renew on the same or similar terms and conditions, for three additional two-year periods.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Frank F. Fountain
Phone: 434-982-3092
Email: fff3x@virginia.edu & sims@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

This RFP has been posted on Procurement and Supplier Diversity Services website for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp It is the firm’s responsibility to ensure that the latest version...
of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu).

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

**B. SCOPE OF GOODS & SERVICES**

The University and its Department of Athletics seek a qualified firm (or firms) to provide Baseball Equipment for the University's Baseball program.

The University's Baseball program is one of the premier teams in college baseball. The Baseball program competes in the Atlantic Coast Conference ("ACC"), which is regarded as one of the top baseball conferences in the country.

The University's Baseball team advanced to the National Collegiate Athletic Association ("NCAA") College World Series in 2009 and 2011, won ACC Championships in 2009 and 2011, as well as ACC Coastal Division titles in 2010 and 2011. In 2011, the University's Baseball program set a school record with 56 wins and was ranked #1 nationally for 12 weeks. It marked the second straight season the University's Baseball program reached the top of the national polls. The University is one of just 13 teams in NCAA Division I baseball to advance to each of the last eight NCAA tournaments. In addition, in each of the last three years, the University won an NCAA regional and advanced to super regional competitions.

Since the arrival of head coach Brian O'Connor in 2004, the University's Baseball program has won 372 games – an average of 46.5 wins per season – and recorded at least 39 wins in each of his eight seasons while playing host to five regional and two super regional tournaments.

It is the University's intent, with respect to this RFP, to enter into an Agreement (or Agreements), with a Selected Firm (or Firms), for Baseball Equipment to include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the "Goods and Services"). That being said, it should be noted that the University’s current multi-sport equipment provider, NIKE USA, Inc. ("NIKE"), has the “first right of refusal” option for any potential Agreement between the University and any Selected Firm. However, it should also be noted that NIKE has declined to exercise this option with respect to the current Agreement in place between the University and the existing Baseball Equipment provider.

In order to achieve this goal each Selected Firm may be requested to provide those goods and services outlined in this section for each year throughout the term of the Agreement(s) resulting from this RFP; commencing with either the 2011-2012 or 2012-2013 academic year.

1. **Equipment**
   The University’s Baseball team has the following highly preferred minimum baseball equipment requirements per year during the term of the Agreement (and it is worth noting that firms may propose the provision of any additional equipment/apparel the firm deems appropriate):
• Aluminum Bats – 100
• Wood Bats – 84
• Batting Gloves – 180 pair
• Fielding Gloves – 50
• Wristbands – 90 pair
• Batting Helmets – 48 (two sets of 24)
• Catchers Gear – 8 sets
• Game Day Field Bags – 50
• Travel Bags – 50
• Fungos – 6
• T-Shirts – 1500
• Golf Shirts – 100
• Briefcases – 6

All protective equipment, practice and game gear will be custom made using the University’s colors and logo. All equipment supplied will be the players’ choice of model and style. The above quantities should satisfy the University’s needs but may need to be re-stocked as needed. The Selected Firm(s) 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 above. Freight will not be charged to the University for any equipment shipped to the University.

2. Consideration
The University may provide the following considerations to the Selected Firm(s):
   a. Use of the Selected Firm’s products by the University’s Baseball team, with the exception of individual fitting or physical problems.
   b. Personal appearances by coach.
   c. Use of the university’s name and the name of its head Baseball coach in promotional efforts after obtaining written approval from the Director of the University’s Department of Athletics.
   d. Evaluation of new products and samples, of any item, which would be provided to the University under the terms of an Agreement; and
   e. Other marketing consideration proposed by the Selected Firm.

In addition to the provision of equipment requirements the Selected Firm(s) may provide sponsorship and financial support to the University’s Baseball program. The support can be in the form of financial consideration, advertising, promotion and marketing of the University’s Baseball program.

C. BASIS OF SELECTION
Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the products as described in the Scope of Good and Services section;
2. The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s financial proposal; and
4. The contractual terms which would govern the relationship between the University and the Selected Firm.
5. Any other factors relevant to the firm’s capacity and willingness to satisfy the University.
6. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter at Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.
Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity at (434) 924-7174 or lh7sn@virginia.edu.

D. CONTENTS OF PROPOSAL
Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:
1. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
2. A detailed description and the full specifications of the equipment proposed. Each firm will indicate in their proposal the firm’s ability to achieve / comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
3. The estimated ship date of the product from the time of the order (i.e., 10 wks after order)
4. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
5. The firm’s proposed support for the University’s Baseball program. Include the annual amount of equipment, advertising, promotional, marketing and financial consideration.
6. At least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and their telephone number.
7. The firm’s Small, Woman-owned and Minority-owned ("SWAM") businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
8. Provide a list of institutions of higher education with which the firm has signed a term contract.
9. Provide information related to the amount of annual financial compensation the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org.

10. Complete and return the information requested in Attachment 2, Firm Information.

---

**Virginia Freedom of Information Act**

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

---

**E. TERMS AND CONDITIONS**

This solicitation and any subsequent awards are subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.


**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.


- Formation of the Agreement with the Selected Firm
All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

**Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.**

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

### F. OTHER INFORMATION

**Additional Preferred Contractual Provisions:**

1. **Insurance**
   Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

   **Commercial General Liability:**
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and an aggregate limit of $5,000,000, with coverage for the following coverage:
   - [X] Premises/Operations
   - [X] Products/Completed Operations
   - [X] Contractual
   - [X] Personal Injury

2. **Term of Agreement**
   The term of a resulting Agreement will be for four years, with the ability for the University, in its sole discretion, to renew on the same or similar terms and conditions, for three additional two-year periods.
3. **Product Acceptance**

“Product Acceptance” will encompass testing and observation of the fully functional and operational product. The University’s Contract Administrator will determine if the product specifications have been met, shortly after delivery and integration of the product. Warranty will begin as of the date of Product Acceptance. In the event that the University does not accept the product, the University may elect to require the Selected Firm to provide a replacement product or terminate the Agreement.

The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to Product Acceptance; however, that in the event of a dispute regarding any material aspect of Product Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in the Procedure for Resolution of Contractual Claims will be followed.

4. **Confidentiality**

All firms responding to this RFP represent and confirm that the contents of the firm’s proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

5. **Account Manager**

The Selected Firm agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
## Firm Information

<table>
<thead>
<tr>
<th><strong>Full Legal Name</strong> <em>(Company name as it appears with your Federal Taxpayer Number):</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Web Address:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>DUNS Number:</td>
</tr>
</tbody>
</table>

### SWAM Information:

- Is your firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):
  - ☐ Yes ☐ No
  - Minority-Owned Business: ☐ Yes ☐ No
  - Women-Owned Business: ☐ Yes ☐ No
  - Small-Owned Business: ☐ Yes ☐ No
- Is your firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)?
  - ☐ Yes ☐ No

### Point of Contact for this Proposal:

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Office No.</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>