Request for Proposal

Men’s and Women’s Lacrosse Equipment

March 24, 2010

A VASCUPP Member Institution

Issued by
Procurement Services
Charlottesville, Virginia
### A. GENERAL INFORMATION

**Request for Proposal (RFP) Name:** Men’s and Women’s Lacrosse Equipment

**RFP Number:** #FF032410

**Issue Date:** March 24, 2010

**Brief Description:** Provide lacrosse equipment for the University of Virginia’s (the “University”) Men’s and Women’s Lacrosse programs.

**Preproposal Questions:** All questions concerning this RFP must be sent to the buyer listed below no later than **3:00 p.m. (EST) on Wednesday, March 31, 2010** in order to guarantee a timely response prior to the proposal due date.

**Proposal Due Date:** **3:00 p.m. (EST) on Thursday, April 15, 2010**

Firms will send one original copy its proposal(s) to the address listed in the contact information box below. Additionally, firms will also send a complete electronic version of its 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 May 3, 2010.

**Expected Award Date:** July 1, 2010

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**REFER ALL QUESTIONS TO THE ISSUING OFFICE:**

<table>
<thead>
<tr>
<th>UNIVERSITY OF VIRGINIA</th>
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<tbody>
<tr>
<td>Department of Procurement Services</td>
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<tr>
<td>1001 North Emmet St, Carruthers Hall</td>
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<td>P.O. Box 400202</td>
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<tr>
<td>Charlottesville, VA 22904-4202</td>
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<tr>
<td>Attention: Frank F. Fountain</td>
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<td>Phone: 434-982-3092</td>
</tr>
<tr>
<td>Email: <a href="mailto:ff3x@virginia.edu">ff3x@virginia.edu</a></td>
</tr>
</tbody>
</table>

**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](mailto: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 Request for Proposal (RFP) has been posted on Procurement Services web site 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](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 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’s Men’s Lacrosse program has added to the prestige of the University through its continued success in the athletic arena. The University’s Men's Lacrosse program is considered to be one of the premier programs in the country. Under coach Dom Starsia's leadership, the University’s Men's Lacrosse team has participated in the National Collegiate Athletic Association (“NCAA”) Tournament in 16 of his 17 seasons, reaching the quarterfinals 14 times, the semifinals 11 times and the finals five times on the way to three National Championships in 1999 - 2003 - 2006.

Similarly, the Women’s Lacrosse program has also added to the prestige of the University through its continued success in the athletic arena. The University’s Women’s Lacrosse program has won three national championships (1991, 1993, 2004), third most in the nation. The Cavaliers have made 22 NCAA Tournament appearances including the last 14-straight under head coach Julie Myers. This season Virginia returns 16 players from last year’s team, including two All-Americans. The incoming freshmen class was ranked No. 2 recruiting class in the nation.

It is the University's intent to enter into an Agreement with a Selected Firm(s) for a Men’s and Women’s Lacrosse Equipment to include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the “Goods and Services”). The University may choose to enter into an Agreement with a single firm for both the Men’s and Women’s programs, or the University may choose to enter into separate Agreements for each of the respective Men’s and Women’s Lacrosse programs. In addition, 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 Agreements in place between the University and the existing Men’s and Women’s Lacrosse Equipment providers.

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. This will commence with the 2010 – 2011 academic year.

1. Equipment
   a. Men’s Lacrosse
      The University’s Men’s Lacrosse team has the following annual minimum lacrosse equipment requirements:
      i. Protective Equipment
         • Shoulder Pads - 50 pairs
         • Elbow Pads - 80 pairs
         • Rib Pads - 40 pairs (quantity may vary depending on the number of attackman)
         • Gloves - 80 pairs
         • Goalie Gloves – 8 pairs
         • Helmets - 90 helmets
         • Goalie Helmet – 8 helmets
ii. Sticks, Shafts, Stringing Kits, Misc.
   • Heads - 200 heads
   • Shafts - 150 shafts
   • String Kits - 200 string kits
   • Lacrosse Balls - 100 dozen white lacrosse balls
   • Nets - 6 heavy duty nets

iii. Practice/Game Gear
   • Practice Reversible Jerseys and Shorts – 50 sets
   • Game Day Polo Shirts – 60 each
   • Travel Bags - 60 each

iv. Camp Reversible: 800 Camp Reversible

b. Women’s Lacrosse
   The University’s Women’s Lacrosse team has the following annual minimum lacrosse equipment requirements:
   i. Protective Equipment
      • Field Gloves – 70 pairs
      • Goalie Gloves – 6 pairs
      • Goalie Helmets – 6 each
      • Chest Protectors – 6 each
      • Goggles – 50 pairs
   ii. Sticks, Shafts, Stringing Kits, Misc.
      • Heads – 60 each
      • Shafts (high-end) - 60 each
      • Lacrosse Balls - 60 dozen lacrosse balls
      • Nets - 2 heavy duty nets
   iii. Practice/Game Gear
      • Travel Bags – 40 each
      • Back Bags – 40 each
      • Stick Bags – 40 each
      • Practice Reversible Jerseys and Shorts – 50 sets
      • Game Day Women’s Polo Shirts - 50 each
   iv. Camp Reversible: 500 Camp Reversible

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 Men’s and/or Women’s Lacrosse team, with the exception of individual fitting or physical problems;
   b. Personal appearances by the respective Men’s and/or Women’s Lacrosse head coaches;
c. Use of the University’s name and the name of its head Men’s and/or Women’s Lacrosse 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. Temporary signage for each home game.

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

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 relevant experience, qualifications and success in providing the Goods and Services outlined in this RFP, along with the quality of the proposed product line offered to the University;

2. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;

3. The firm's financial proposal including but not limited to discounts, sponsorship offerings, service charges and other charges;

4. The contractual terms which would govern the relationship between the University and the Selected Firm; and

5. 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](http://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 Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or [SWAM@virginia.edu](mailto:SWAM@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 offerors 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 proposed Goods and Services. 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 weeks 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 financial proposal for providing the Goods and Services, to include shipping charges (the University’s shipping terms are FOB Destination).
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 the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu.edu/procurement/coopcon.htm
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 award are subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [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.

- The Selected Firm registering and accepting eVA Terms and Conditions prior to award.
  http://www.eva.virginia.gov/

- The University’s Mandatory Contractual Provisions:

- The University’s Preferred Contractual Provisions:

**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.

- The University's Procedure for Resolution of Contractual Claims

- 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.

**Comprehensive 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 this Agreement will be for five years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

3. **Future Goods and Services**
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

4. **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 installation 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.

5. **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.

6. **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 been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

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. 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,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
### Full Legal Name  
*Company name as it appears with your Federal Taxpayer Number*:

**Address:**

**Telephone Number:**  
**FAX Number:**

**Web Address:**

**Email Address:**

**DUNS Number:**

### 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:

**Name:**

**Address:**

**Office No.**  
**Mobile No.**  
**FAX No.**

**Email Address:**