

I. PURCHASING CONTACT INFORMATION

**Purchasing Agent
Cleveland School District
305 Merritt Drive
Cleveland, MS 38732**

II. REQUEST FOR PROPOSAL TIMELINE

<u>Date</u>	<u>Event</u>
March 10, 2017	RFP posted
April 4, 2017	Deadline for Final Proposals, 11a.m.

III. INTRODUCTION AND GENERAL INFORMATION

A. Introduction

Cleveland School District is soliciting proposals from vendors qualified in the field of athletic footwear and apparel to furnish its varsity teams, club sports and intramural programs with athletic footwear, apparel and equipment in support of the Department of Athletics, Booster Clubs, Extra-Curricular and Physical Education. Cleveland School District is requesting goods and services for its Athletics Departments as described in ‘Objectives and Scope of Service’ section of this Request for Proposal (“RFP”). Cleveland School District may modify this RFP, including the schedules set forth herein, at any time by notice to participating vendors. Each vendor shall be responsible for all of its expenses incurred in connection with the preparation and submission of any proposal in response to this RFP. Cleveland School District will not be liable in any manner or to any extent for any cost by any vendor, whether directly or indirectly, in preparation, submission, presentation or any other action connected with proposing or otherwise responding to this RFP. Vendor proposals, and all materials associated with, attached to, or referenced therein, will become property of Cleveland School District.

This RFP is not an offer by Cleveland School District to enter into an agreement with any vendor. This RFP is a request to receive proposals from selected vendors interested in providing the goods and services described herein. Cleveland School District reserves the right to reject any and all proposals, in whole or in part, for any or no reason, to waive formalities, and to enter into negotiations with third party (including but not limited to one or more of the proposing vendors) to provide any goods and services described herein. Cleveland School District may withdraw or cancel this RFP at any time, at no cost to Cleveland School District.

B. About the Program

Cleveland School District represents approximately 3,519 students in grades Pre-K-12. Cleveland School District offers 31 varsity sports and 15 middle school sports which includes:

<u>Varsity</u>	<u>Middle School</u>
Baseball	Baseball
Girls Basketball	Girls Basketball
9 th Grade Basketball	Boys Basketball

Boys Basketball	7 th grade Football
9 th Grade Boys Basketball	8 th grade Football
Football	Girls Track
9 th Grade Football	Boys Track
Girls Cross Country	Girls Soccer
Boys Cross Country	Boys Soccer
Girls Golf	Cheerleading
Boys Golf	Fast Pitch Softball
Girls Soccer	Slow Pitch Softball
Boys Soccer	Dance
Cheerleading	Band
Fast Pitch Softball	
Slow Pitch Softball	
Boys Bowling	
Girls Bowling	
Band	
Strength	
Girls Track	
Boys Track	
Girls Powerlifting	
Boys Powerlifting	
Girls Swimming	
Boys Swimming	
Girls Tennis	
Boys Tennis	
Volleyball	
Dance	

C. Department of Athletic and Physical Education

Cleveland School has over 40 coaches and offers physical education classes in grades Pre-K-12 for its 3,519 students.

D. Athletic Facilities and Non-Collegiate Events

Cleveland School District has designated football, baseball and softball fields. Equipment includes but not limited to all necessary items for execution for mentioned sports.

II. OBJECTIVES AND SCOPE OF SERVICE

A. Overview and Objectives

Cleveland School District is requesting proposals from qualified vendors who will provide athletic footwear, apparel, equipment and related accessories (“athletic product”) in support of the Department of Athletics as detailed below.

B. Terms

Cleveland School District is seeking a three (3) year contract with an option for two (2) additional years. Ninety (90) days before the end of the three (3) year contract the Superintendent, Athletic Director, Purchasing Department and selected athletic department staff will review the performance of the vendor to determine the viability of executing the two year option. Cleveland School District also reserves the right to cancel the contract at any time, with or without reason with a sixty (60) day written notice.

C. Scope of Services

Logo Branding

The vendor is responsible for all cost associated with creation of a new logo along with 7 branding marks for Cleveland Central Schools.

Quality

All athletic product purchased under any subsequent contract award shall be procured in accordance with and conformity to the Cleveland School District's Purchasing Policy.

Ordering System and Schedule

The successful vendor must maintain a secure order and delivery system that provides an efficient method for the Department of Athletics to order and receive athletic product in a manner that meets the scheduling requirements of the Department of Athletics.

Size and Fit

The successful vendor shall provide men's and women's cuts in apparel and uniforms. Tall and large sizes in apparel and uniforms shall be provided in addition to footwear in standard sizes as well as in large and wide sizes.

New Products

The successful vendor shall provide Cleveland School District with prior notice of any new athletic products in development by vendor and manufacturer. Vendor shall provide Cleveland School District with the ability to secure new athletic products upon the commercial availability of said products.

Additional Financial Incentives

Cleveland School District will be interested in considering additional financial incentives offered by the vendor and/or manufacturer. An athletic corporate sponsorship would be in addition to a discounted pricing structure and additional financial incentives.

Online Store

Beginning in July 2017, Cleveland School District will require a successful vendor to host an online store on behalf of Cleveland to be accessed through www.XXX. The successful vendor must also be capable of drop shipping products to the purchaser. This online store would be created, hosted and maintained by the successful vendor at no cost to Cleveland School District. In addition the vendor would be responsible for all aspects of order processing, fulfillment, returns and payments for the online store. Revenue sharing with Cleveland School District shall be based on a percentage of sales.

Exclusivity

Pursuant to contract, Cleveland School District will limit its athletic footwear and apparel purchases to those persons, companies, and entities specified in the contract award, for the term of the contract and subject to the terms and conditions provided below, which shall be reflected in the Contract between the parties.

Cleveland School District will require the coaching staff and team members of the Department of Athletics 18 varsity sports and 10 middle school sports to wear and utilize the athletic product supplied by the successful vendor exclusively for all workouts, practices, games or competitions, tournaments, sport camps or clinics operated by Cleveland School District.

In addition, Cleveland School District will encourage booster club and school clubs to utilize the athletic product supplied by the successful vendor.

Exceptions to Exclusivity

Medical Conditions: Notwithstanding any term or condition herein to the contrary, no Cleveland School District coach, staff member, or team member will be required to wear or use an athletic product if Cleveland School District's team physician or other professional determines that it would be harmful because of a medical or physical condition. Successful vendors will be given the opportunity to provide special product that is acceptable to the physician or other professional for wear or use by the individual(s). If successful vendor is unable to provide an acceptable athletic product to accommodate the medical or physical condition of the individual(s) within a reasonable time.

Phasing in Period: Cleveland School District's budgetary constraints dictate that athletic product be replaced in cycles. Therefore, Cleveland School District retains the right to continue use of already purchased athletic product until its regularly scheduled replacement date: it being understood that all the scheduled replacement dates Cleveland School District will purchase only the successful vendor's athletic product, subject to the remainder of the exception to exclusivity rights listed in this agreement.

Lack of Availability: If the successful vendor is unable to provide athletic product in a reasonable time or in a manner suitable to fulfill the requirements of district. Cleveland School District retains the right to secure the specific unavailable athletic product from any available source. This includes athletic products in the color purple and black or the color we choose.

Performance

Regular meetings will be held at mutually agreed upon time and date to discuss vendor performance. This will serve as a communication tool to address any issues that may arise.

V. PROPOSAL REQUIREMENTS

A. Response Requirements

All proposals must include a response in the sequence specified below and should include as much detail as possible.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. Cleveland School District reserves the right to request additional information and/or presentations, if clarification is needed.

B. Specific Repose Requirements

1. Name and address of your location, or the location of the branch that would serve Cleveland School District.
2. Please specify how many years of experience you have selling collegiate team uniforms and related apparel and equipment. How long has your company been in business? Has it been your primary business focus? Explain.

3. Describe in detail your relationship with the manufacturer you would represent in this contract, including the length and nature of your business relationship, status as a local dealer for the manufacturer, level of support both you and Cleveland School District can expect from the manufacturer, and any other information you deem would interest Cleveland School District.
4. Provide a list of the athletic product that you are capable of supplying to Cleveland School District. Include a list of athletic products that you are capable of supplying to Cleveland School District in the color purple and black. Submit with your proposal a copy of each relevant catalog in effect on the date of the bid opening.
5. Verify that you are capable of providing:
 - a) Three different levels of uniforms: stock, modified and custom
 - b) Men's and Women's cuts in apparel and uniforms
 - c) Tall and large sizes in apparel and uniforms
 - d) Footwear in standard sizes as well as in large and wide sizes
6. Outline, in detail, your proposed ordering process.
7. Provide details on ordering lead times and logistics.
8. Verify that you are capable of and experienced with providing custom screen printing and embroidery.
9. Provide in detail any policies that Cleveland School District should be aware of when evaluating responses, this may include but not be limited to, return or exchange policies, minimum order policies, etc.
10. Provide a description of the discontinued pricing schedule you propose to provide Cleveland School District and any other financial incentives, special buys, etc.
11. Define any other merchandising, incentives, or additional financial considerations to be offered by the vendor and/or manufacturer to Cleveland School District in exchange for the exclusivity offered to vendor herein.
12. Define any athletic corporate sponsorship to be offered to Cleveland School District.
13. Verify that you are capable and experienced in providing an online store for the Cleveland School District.
14. Describe, in detail, the services you are able to supply in regards to an online store.
15. Provide a description of the revenue sharing you propose to provide Cleveland School District for online store sales. Define any other merchandise credit or incentives to be offered to Cleveland School District.
16. Verify in writing that both you and the manufacturer shall abide by the terms, conditions, and requirements of Cleveland School District's Purchasing Policy.
17. Cleveland School District will purchase items from the awarded contract with a Cleveland School District Purchase Order. Reply with your understanding of this requirement and your company's ability to accept purchase orders.

18. Provide a list of vendor's employees and representatives you plan to employ to service the Cleveland School District account. Please also include details of their responsibilities.

19. Provide any additional information you feel may be pertinent to Cleveland School District to know when evaluating proposals, such as value added or unique services.

IV. PROCESS AND SCHEDULE

A. Questions Regarding this RFP

All questions regarding this RFP should be submitted prior to 2:00p.m. March 30, 2017 via email to purchasing@cleveland.k12.ms.us. Each vendor is responsible for determining whether it needs clarification concerning this RFP. Questions should only be submitted to the purchasing contact listed above.

B. Delivery of Proposal to Cleveland School District

Proposals to provide the goods and services described in this RFP must:

- (i) Be submitted by April 4, 2017 by 11:00 a.m.
- (ii) Two (2) hard copies of the proposal are required and delivered to the address on the cover page.

C. Evaluations of Proposals

Cleveland School District's objective is to identify the proposal(s) that offer the greatest overall benefit to Cleveland School District. Each proposal will be evaluated on the basis of all of its content, with primary consideration given to the following:

- (i) Price and other financial considerations
- (ii) Quality of footwear and apparel
- (iii) Demonstrated ability to effectively perform the specified work
- (iv) The vendor's overall performance record as assessed by current and former clients
- (v) Evidence of corporate capability and commitment to sustainability
- (vi) Whether the vendor has presented a quality and innovative product and service that demonstrates the vendor's understanding of the needs of Cleveland School District, as identified in this RFP.
- (vii) The feasibility of implementing the proposal

D. Negotiations

Cleveland School District retains the right to select, request further information from and negotiate with any one or more of the responding vendors. Negotiation may take place in any manner Cleveland School District deems appropriate, at any time following the deadline to deliver proposals. Cleveland School District also reserves the right to reject any proposals submitted and to terminate negotiations at any time without incurring liability.

E. Contract

Any contract resulting from a proposal submitted in response to this RFP must include terms and conditions acceptable to Cleveland School District, including without limitation, vendor representations and warranties, acceptance and written agreement to Cleveland School District's Vendor Code of Conduct, service level commitments and indemnification of Cleveland School District.

F. Notification of Vendors

After Cleveland School District has executed one or more contracts that collectively cover the goods and services described in this RFP (or elected not to enter into such contracts), Cleveland School District will notify any vendor who has submitted a proposal that was not in the subject of an executed contract.

VII. SUPPLEMENTAL INFORMATION

A. Vendor's Representations

By making a proposal, the proposing vendor represents that:

- (i) The vendor understands the requirements of this RFP and the work for which the proposal is submitted. The proposal is based on the services, materials, equipment and systems required by this RFP without exception or qualification, except as expressly stated in the proposal.
- (ii) The vendor has not colluded with any other person in regard to any proposal submitted.
- (iii) The vendor is not barred from proposing or performing work in any jurisdiction.
- (iv) The proposal is made in full conformance with this RFP.
- (v) Vendor is not aware of any violation of the Conflict of Interest policy referred to below.

B. Conflict of Interest

The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgement or to obtain special advantage. (This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.)

C. No Use of Cleveland School District Name

Neither any RFP respondent nor any contracting party is permitted to use (a) Cleveland School District's name, (b) the name of any employee, student or agent of Cleveland School District or (c) any trademarks, service marks or trade names owned or controlled by Cleveland School District, in any public manner, including any sales, promotional, advertising or other publication, without the express prior written permission of Cleveland School District.

D. Tax Exemption

Cleveland School District is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt mission, including Mississippi sales and use taxes and federal excise taxes. Vendors shall not charge Cleveland School District for any taxes in connection with the transportation services described in this RFP, to the extent permitted by law. Without limiting the foregoing, Cleveland School District will not be responsible directly or indirectly (including reimbursement to vendor) for any property taxes assessed on any leased property. Vendors shall comply with the requirements applicable to claiming such exemptions. Cleveland School District shall provide copies of exemption certificates upon request.

