



Request for Proposals
For
Athletic Apparel and Footwear Partnership

Request for Proposals No.: UWORFPSR-01345

Issued: November 6, 2013

Submission Date: November 21, 2013 12:00 p.m. (noon)

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by the University Of Western Ontario (Western) to prospective proponents to submit proposals for the provision of Athletic Apparel and Footwear Partnership, as further described in Part 2 – The Deliverables (the “Deliverables”).

The University of Western Ontario Background

The University of Western Ontario (Western), the third largest university in Ontario, has a full and part-time enrolment of more than 34,750 graduate and undergraduate students and includes affiliate University Colleges. The Western campus covers 487 hectares and is located about 4 km north of the centre of London. There are approximately 3700 Full-Time Staff and Faculty. An additional 5,000 Part-Time Staff and Faculty represent approximately 3,800 Full-Time equivalents.

Sports and Recreation Services (SRS) plays a key role in the University’s delivery of the “best student experience.” SRS prides itself in providing programs and opportunities which factor into the overall student experience in terms of recruitment, retention, enrichment, and preparation. Over 950 students and 150 coaches involved in varsity athletics, along with over 24,000 participating in our Campus Recreation programming. Western boasts one of the highest student participation rates for Campus Recreation in Canada with nearly 60% of all students accessing the programs at least once per year. SRS is one of the highest employers on campus with 400 administrators and part-time student staff.

Western's web site is <http://www.uwo.ca>.

The Mustangs website is <http://www.westernmustangs.ca/>

A campus map is available at <http://www.geography.uwo.ca/campusmaps/>

The Alumni site is <http://www.alumni.uwo.ca/>

Western Contact

For the purposes of this procurement process, the “Western Contact” shall be; **Scott Roth** sroth6@uwo.ca

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with Western for the provision of the Deliverables in the form attached as Appendix A to the RFP. Western and the Successful Proponent may consider using an agreement that is more relevant to both parties. The term of the agreement is to be for a period of five (5) years with an option in favour of Western to extend the agreement on the same terms and conditions for an additional term of (4) four years. It is anticipated that the agreement will be executed on or around January 2014.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Western makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent(s) will not be an exclusive contract for the provision of the described Deliverables. Western may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

1.4 Agreement on Internal Trade

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at http://www.ait-aci.ca/index_en.htm.

[End of Part 1]

2 PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

The RFP is an invitation to submit offers for the provision of Athletic Apparel and Footwear Partnership, as further described in Appendix E – RFP Particulars

3 PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFP	November 6, 2013
Deadline for Questions	November 13 – 12:00 p.m. (noon)
Deadline for Issuing Addenda	November 15 , 2013 – 12:00 p.m. (noon)
Submission Date	November 21, 2013 – 12:00 p.m. (noon)
Rectification Date	November 28, 2013 – 12:00 p.m. (noon)
Oral presentations (Optional)	Week of December 2, 2013

All times indicated above are Eastern Standard Time (EST)

The RFP timetable is tentative only, and may be changed by Western at any time.

3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proponents should submit proposals online via MERX electronic bid submission.

Respondents must submit one (1) electronic copy through the use of MERX Electronic Bid Submission (EBS). For assistance with using MERX, please access the online Electronic Bid Submission tutorial which can be found at the following link:

<http://www.youtube.com/watch?v=To0fqScw3M>

Respondents are solely responsible for the delivery of submissions in the manner and time described.

Questions concerning submitting through MERX should be addressed to:

MERX Customer Support
Phone 1-800-964-6379
Email merx@merx.com

3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted in the method set out above on or before the Submission Date.

When submitting through MERX electronic bid submission, please note that submissions will be time stamped with the time at the end of the upload process not the beginning.

Proposals submitted to MERX after the specified closing time will be rejected.

3.1.4 Withdrawing Proposals

At any time prior to the Submission Deadline a Respondent may withdraw a submitted proposal, by contacting MERX. If a Respondent decides to send a new submission it must be submitted before the Submission Deadline. The latest submission will supersede all others.

3.2 Stages of Proposal Evaluation

Western will conduct the evaluation of proposals in the following four (4) stages.

3.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Date will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements as of the Rectification Date will be excluded from further consideration.

3.2.2 Stage II

Stage II will consist of scoring by Western of each qualified proposal on the basis of the rated criteria.

3.2.3 Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

3.2.4 Stage IV Oral Presentation (OPTIONAL - Short-Listed Proponents Only)

Stage IV is an optional stage and may consist of an Oral Presentation of the short-listed Proponents to the Evaluation Team. Short-List proponents will be determined by adding the scores from Stage II and Stage III. The Oral Presentation will be used to verify scoring for Stages II and III. The Oral Presentation is an optional stage at Western’s discretion.

3.2.5 Cumulative Score and Reference Verification

At the conclusion of Stage IV, all scores from Stage II, Stage III and Stage IV will be added and the highest ranking proponent will be selected for reference verification. Upon a pass of the required reference verification the selected proponent will be invited to enter into contract negotiations in accordance with Part 4. If the highest ranking proponent does not pass the reference verification, as agreed to by the Evaluation Team, the next highest ranking proponent will enter into the same process, and so on, until all eligible proponents are exhausted.

The points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	Pass/Fail	Pass
II	Rated Criteria	55	35
III	Best Value, including but not limited to pricing, sponsorship and partnership	45	25
IV	Oral Presentation (OPTIONAL - Short-listed Proponents only)	Verify Stage II and III scoring	N/A
V	Reference Verification	Pass/Fail	Pass
	Total	100	60

3.3 Stage I – Mandatory Requirements, Submission and Rectification

3.3.1 Submission and Rectification Date

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity prior to the Rectification Date to rectify deficiencies.

The rectification process will be limited to only allowing rectification of the following components of a proponent's proposal:

- a) Appendix B – signature

3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Rate Bid Form (Appendix C)

Each proponent must include Rate Bid Form (Appendix C) completed according to the instructions contained in the form.

3.3.4 Reference Form (Appendix D)

Each proponent must complete the Reference Form (Appendix D) and include it with their proposal.

3.3.5 Appendix E-3 – Scope of Services to Be Provided

As stated in section E-3.

3.3.6 Proponents should refer to Appendix E – RFP Particulars – Section E- 4 Other Requirements.

3.3.7 Rectification Date

Proposals satisfying the mandatory requirements before the Rectification Date will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.4 Tie Score

In the event of a tie score, the selected proponent will be determined on the basis of the Proponent scoring on the highest rated criteria.

[End of Part 3]

4 PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Communicating of all RFP documents and Addenda

Western will only post RFP documents and any associated Addenda on Merx.

<https://www.merx.com/>

4.1.3 Proposals in English

All proposals are to be in English only.

4.1.4 University's Information in RFP Only an Estimate

Western and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

4.1.5 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information,

by writing by email on or before the proponent's Deadline for Questions to Western Contact. All questions submitted by proponents by email to Western Contact shall be deemed to be received once the email has entered into Western Contact's email inbox. No such communications are to be directed to anyone other than Western Contact. Western is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from Western Contact on any matter it considers to be unclear. Western shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If Western, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Western. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

Proponents should refer back to section 4.1.2 for Western's official web site.

4.2.3 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, Western may at its discretion extend the Submission Date for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement

When evaluating responses, Western may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Western may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

4.2.6 Proposal to Be Retained by Western

Western will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with Western.

4.3.2 Timeframe for Negotiations

Western intends to conclude negotiations within thirty (30) days commencing from the date Western invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of Western or the proponent. Negotiations may include requests by Western for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Western for improved pricing from the proponent.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between Western and the selected proponent. Western and the Successful Proponent may consider using an agreement that is more relevant to both parties

4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, Western may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Western may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, Western may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until Western elects to cancel the RFP process.

4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between Western and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing

Proponents may request a debriefing after the posting of the notification of award. All requests must be in writing to Western Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.3.8 Bid Protest Procedure

If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to Western Contact within sixty (60) days of notification of award, and Western will respond in accordance with its bid protest procedures.

http://uwo.ca/finance/purchasing/docs/Bid_Dispute.pdf

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of Western Contact.

4.4.3 Confidential Information of University

All information provided by or obtained from Western in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of Western and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Western; and
- (d) shall be returned by the proponents to Western immediately upon the request of Western.

4.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Western. The confidentiality of such information will be maintained by Western, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Western's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to Western Contact.

4.5 Procurement Process Non-binding

4.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor Western shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and Western by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

4.5.4 Disqualification for Misrepresentation

Western may disqualify the proponent or rescind a contract subsequently entered if the proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.5 References and Past Performance

Western’s evaluation may include information provided by the proponent’s references and may also consider the proponent’s past performance on previous contracts with Western or other institutions.

4.5.6 Inappropriate Conduct

Western may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Western, which constitutes a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5.7 Cancellation

Western may cancel or amend the RFP process without liability at any time.

4.6 Governing Law and Interpretation

4.6.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which Western is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX E – RFP PARTICULARS

E-1 THE EXECUTIVE SUMMARY OF DELIVERABLES

The University of Western Ontario is seeking proposals from proponents interested in an Athletic Apparel and Footwear Partnership.

Proponents are to preface their proposal with an executive summary of their company's capabilities and what differentiates their company in the marketplace. The executive summary shall be limited to 2 pages.

E-2 THE DELIVERABLES

Western invites qualified proponents to submit proposals, in accordance with the terms outlined below, to become a Western partner for the supply of high quality athletic apparel and footwear while incorporating the manufacturer's brand into Western's high performance Mustang Athletic Marketing and Retail Sales Programs. These products are for use by the Western's collegiate sport teams and staff.

The term of the agreement is to be for a period of five (5) years with an option in favour of Western to extend the agreement on the same terms and conditions for an additional term of (4) four years. It is anticipated that the agreement will be executed on or around January 2014.

E-3 SCOPE OF SERVICES TO BE PROVIDED

Western wishes to engage a partner who will provide free of charge high quality, nationally recognized athletic apparel and footwear for its Intercollegiate Athletics program. Refer Appendix F for the required quantities and timeline.

In addition to the free athletic apparel and footwear listed in Appendix F, proponents should provide Western with wholesale pricing for the purchase of apparel and footwear outlined in Appendix G as well as for retail sales through our Campus Book Store.

Proponents should also propose other financial or merchandising considerations or incentives such as brand signage and wraps, volume discounts, rebates and merchandise credits.

Proponents are to indicate if they will be providing these goods directly or if they will be providing through a Service Provider. If a Service Provider is to be used please provide additional details of the service provider (name, location, experience, etc.). The Service Provider will be required to be under a licensing contract.

Proponents are to provide the profile of the person(s) who would be responsible for this account.

Proponents should provide a description of their customer service plan and delivery schedule including estimated lead time required for orders.

Proponents must indicate their commitment to merchandise being provided in the Western purple colour (Collegiate Purple) throughout the term of the contract.

Proponents will be provided with access to Western licensed trademarks.

Proponents must indicate on their ability to present a clear university athletic brand.

Western will work with the awarded Proponent(s) to establish a transition or phase in process.

Proponents should be willing to make products available for retail sales through agreed upon suppliers.

Proponents may identify uniforms, apparel, and footwear as separate items within their response and may submit structured pricing according to each of these categories.

Proponents must indicate that they are in adherence with the Code of Conduct for Trademark Licensees doing business with Western. http://www.uwo.ca/univsec/pdf/policies_procedures/section1/mapp117.pdf

The specified materials must be new, in good condition and fit for the purpose for which they are being acquired.

Western reserves the right to return any non-branded contract item for credit without being subjected to restocking fees and /or penalties.

Delivery is FOB Destination Western.

The successful Proponent(s) bears the risk of loss with respect to goods until delivery is complete and Western has accepted the goods.

Proponents should state their warranty policy within the first year of purchase, specifically for footwear and gloves.

E-4 PARTNERING

Western is interested in participating with the selected supplier in any initiatives that are mutually beneficial and can give Western strategic or economic advantages in the areas of scholarships, coaching, services and/or event hosting. Initiatives that would benefit the student and graduate populations would also be valued. Bidders should provide any evidence of previous "partnering" arrangements where they have collaborated on mutually beneficial initiatives with clients providing them with strategic or economic value beyond the narrow scope of the supply arrangement.

E-5 MATERIAL DISCLOSURES

The following environment is currently at Western:

- Uniforms for; football, hockey, basketball, volleyball, soccer and baseball
- Footwear for; football and basketball
- All athletes and staff; annual athlete package, training footwear, staff uniforms and various apparel
- Signage & Banner; venues, locker room doors and weight room

E-6 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Product quality, service and support	45%	30
Other – brand reputation, references, presentations	10%	5%
Best Value, including but not limited to pricing, sponsorship and partnership	45	25
Total Points	100	60

E-11 PRICING

Proponents should include all reference to costing on the Rate Bid Form at Appendix C.

Total Points (45 points)

Pricing will be scored based on a relative pricing formula using the Rates set out in the Rate Bid Form.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate
 ----- x Total available points = Score for proposal with second-lowest rate
 Second-lowest rate

Lowest rate
 ----- x Total available points = Score for proposal with third-lowest rate
 Third-lowest rate

And so on, for each proposal

E-7 ORAL PRESENTATION – (OPTIONAL - Short-listed Proponents only)

Stage IV – Oral Presentation

The purpose of the Oral Presentation is to allow the proponent to address the major elements of its proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the proponent's proposed team so as to validate and to make final adjustments, if required, to the evaluation results. In advance of the Oral Presentation, each proponent invited to make a presentation will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Oral Presentation will be used to verify scoring for Stages II and III. Western is planning to schedule the presentations the week of November 25, 2013. Please indicate your company's availability for this date. The Oral Presentation is an optional stage at Western's discretion.