

### **REQUEST FOR PROPOSAL (RFP)**

Administered by: YORK COUNTY COMMUNITY COLLEGE 112 COLLEGE DRIVE WELLS, ME 04090

## Athletic and College Apparel

Release Date: March 7<sup>th</sup>, 2025

Bid Due: April 7<sup>th</sup>, 2025, 4:00 pm

#### Inquiries and bids can be sent to:

Inquiries: Zack Robinson Coordinator of Athletics York County Community College 112 College Drive Wells, ME 04090 Email: zrobinson@mainecc.edu

# REQUEST FOR PROPOSALS (RFP) FOR DINING SERVICES YORK COUNTY COMMUNITY COLLEGE (YCCC)

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#### 1. RFP DISCLOSURES

- 1.1. <u>Purpose:</u> This Request for Proposal (RFP) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.
- 1.2. <u>Definition of Parties:</u> York County Community College will hereinafter be referred to as the "College." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3. <u>*Right to Modify or Cancel RFP:*</u> YCCC reserves the right to amend, modify, or cancel this RFP at any time without prior notice and without liability.
- 1.4. <u>*Right to Waive Informalities:*</u> The College, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities in proposals received in response to the RFP.
- 1.5. <u>Communication with the College:</u> Bidders are responsible for seeking clarification on any RFP requirements they do not understand. If an inquiry leads to a significant change or clarification, the College will issue an addendum to all recipients of the RFP. Oral responses and non-addendum written responses are not binding.
- 1.6. <u>Costs of Preparation</u>: The issuance of this RFP does not commit YCCC to award a contract or cover any costs incurred by bidders in preparing a response. This includes expenses related to proposal development, site visits, interviews, or any other meetings. All costs associated with the bidding process, including presentations, are the sole responsibility of the bidder.
- 1.7. <u>Bid Understanding</u>: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any

exceptions should be noted in your response.

- 1.8. *Errors:* Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.
- 1.9. <u>Submission</u>: Bidders are strongly encouraged to submit bids in advance of the due date and due time to avoid the possibility of missing the deadline due to unforeseen circumstances.

Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date <u>WILL NOT</u> substitute for receipt of bid. Bids must be date and time stamped by the College on time to be considered.

If the College is closed due to inclement weather at the time that a bid is due, the bid will be opened at the same time on the next day that the College is open. Bidders may wish to call 207264300 if the weather is bad, to learn if the College is closed. Bids received after the due date and time will be returned unopened.

Additional time will not be granted to any single bidder; however, additional time may be granted to <u>all</u> vendors when the College determines that circumstances require it. **BIDS MAY BE SUBMITTED BY MAIL OR ELECTRONICALLY TO** <u>zrobinson@mainecc.edu</u>.

1.10. *Bid Envelope:* If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a sealed envelope or package, sealed and identified as follows:

#### 2. RFP PROPOSAL INFORMATION

#### 2.1. CONTRACT TERMS

The initial contract term is three (3) years. Upon mutual agreement, the contract may be extended annually for up to two (2) additional one-year terms.

INITIAL TERM OF CONTRACT		
START DATE	END DATE	
July 1, 2025	June 30, 2028	

#### 2.2. REQUEST FOR PROPOSAL ISSUED DATE

The RFP will be publicly released on the College website and in a local newspaper. The official release date is listed below.

REQUEST FOR PROPOSAL ISSUED DATE		
March 7, 2025		

#### 2.3. MANDATORY PREPROPOSAL MEETING DATE

If required, a mandatory site walkthrough will be scheduled. The details will be listed below, or it will be noted as "Not Required." When held, attendance is required for proposal consideration. Failure to attend the mandatory site walkthrough will result in disqualification from the bidding process. Registration is recommended but not required.

MANDATORTY PREPROPOSAL MEETING DATE				
D,	ATE	TIME	LOCATION	
Ν	I/A	N/A	N/A	
	TO REGISTER EMAIL			
N/A				

#### 2.4. QUESTIONS REGARDING RFP

All questions regarding this RFP must be submitted via email to the designated contact by the specified deadline. No other YCCC employee or representative is authorized to provide clarifications or binding statements. Questions received after the deadline will not be considered, and failure to comply may result in disqualification.

QUESTIONS REGARDING RFP		
CONTACT	EMAIL	<b>DEADLINE</b>
Zack Robinson	zrobinson@mainecc.edu	March 21, 2025

#### 2.5. PROPOSAL DUE DATE

All proposals must be received by the deadline stated below. Late or incomplete submissions will not be accepted.

PROPOSAL DUE DATE	
DUE DATE	TIME
April 7, 2025	4 PM

#### 2.6. PRESENTATIONS BY INVITATIONATION

If required, selected bidders may be invited to present their proposals to the College. Invitations will be issued at the College's discretion.

PRESENTATON BY INVITATIONATION DATE		
DUE DATE	TIME	
N/A	N/A	

#### 2.7. EVALUATION CRITERIA

All proposals will be evaluated through a competitive and objective scoring process. The selection committee will review and score each proposal based on the criteria listed below, along with their assigned percentage weights. Proposals must meet all minimum requirements outlined in this RFP, and final selection will be based on the total weighted score. Detailed descriptions of each criterion are provided in the Scope section.

EVALUATION CRITERIA		
CRITERIA	<b>PERCENT</b>	
EXPERIENCE AND QUALIFICATIONS	15	
PROPOSED APPROACH AND SERVICE	15	
OFFERINGS		
PRICING STRUCTURE AND COST	35	
EFFECTIVENESS		
SUSTAINABILITY PRACTICES	5	
STAFFING PLAN AND SERVICE MODEL	15	
REFERENCES AND PAST PERFORMANCE	15	

#### 2.8. SELECTION DATE

SELECTION DATE	
April 21, 2025	

#### 3. RFP SCOPE OF WORK

York County Community College (YCCC) is seeking a qualified vendor to provide athletic team and campus apparel to support YCCC Athletics and various campus departments. The selected vendor must ensure high-quality, cost-effective, and timely delivery of branded apparel that meets the needs of student-athletes, faculty, staff, and students.

#### 3.1. OVERVIEW

The vendor will be responsible for providing customized team apparel, branded merchandise, and campus apparel, including:

- Team uniforms and athletic gear for YCCC sports teams.
- Casual and spirit wear for student-athletes, coaches, staff, and supporters.
- Branded campus apparel for use by YCCC Marketing, Admissions, and other departments.
- Online sales platform for direct purchases by students, faculty, staff, and fans.
- Timely fulfillment and delivery of all orders.

#### 3.2. LOCATIONS

Services will support:

- YCCC Athletics Department outfitting sports teams with competition and practice gear.
- Campus Departments (Marketing, Admissions, etc.) providing branded apparel for promotions and events.
- Online Retail enabling students, faculty, and staff to order YCCC-branded apparel.

#### 3.3. KEY FOCUS AREAS

Team Uniforms & Athletic Gear

- Provide custom uniforms for all YCCC athletic teams, including jerseys, shirts, shorts, warmups, and related accessories.
- Offer performance-grade materials designed for competitive sports.
- Ensure compliance with NCAA and industry apparel standards.

#### Branded Campus & Fan Apparel

- Supply branded YCCC merchandise, including hoodies, t-shirts, hats, and jackets.
- Ensure availability of gender-inclusive and size-inclusive options.
- Provide design customization to align with YCCC's branding guidelines.

**Online Purchase Store** 

- Develop and manage an online store for campus-wide apparel sales.
- Offer secure payment processing and direct shipping options.
- Ensure an easy-to-navigate online shopping experience for students, faculty, and community members.

Order Fulfillment & Delivery

- Ensure timely processing of bulk orders for athletics and campus events.
- Deliver products directly to YCCC or to customers for online orders.
- Offer real-time order tracking and customer support.

#### 3.4. FINANCIAL REQUIREMENTS

Pricing Model

- Provide per-unit pricing for apparel items.
- Include all additional costs, such as customization, shipping, and processing fees.
- Offer discounted bulk pricing for team orders and institutional purchases.
- Specify any minimum order requirements.

#### Revenue Share Model

If the vendor offers a revenue-sharing model or financial support program, they should provide details on:

- Threshold amounts that trigger a percentage of sales back to YCCC.
- Percentage of revenue share offered to the College.
- Opportunities for sponsorships, discounts, or fundraising support tied to apparel sales.

While a revenue-sharing model is not required, YCCC encourages vendors to outline any partnership opportunities that provide financial or in-kind support.

#### 3.5. STAFFING REQUIREMENTS

- Vendor must have a dedicated representative assigned to YCCC for order management.
- Ensure customer support availability for inquiries regarding orders, design changes, and delivery.

#### 3.6. SERVICE STANDARDS & EXPECTATIONS

- Maintain high-quality print and embroidery standards.
- Use durable, fade-resistant materials for all apparel.
- Offer flexible design options that reflect YCCC branding and team identity.
- Ensure transparent communication on order status and potential delays.

#### 3.7. PERFORMANCE MONITORING & EVALUATION

The College will evaluate vendor performance based on:

- Product quality and durability.
- Timeliness of order completion and delivery.
- Customer satisfaction and responsiveness.
- Reliability of online store functionality.
- Vendor must submit reports upon request and participate in review meetings as needed.

#### 3.8. SAFETY & COMPLIANCE

- Vendor must comply with all applicable industry standards for manufacturing and distribution.
- Ensure ethical sourcing and fair labor practices in apparel production.
- Provide documentation of apparel materials and safety compliance upon request.

#### 3.9. EQUIPMENT & FACILITIES

- Vendor must supply all necessary materials for custom printing, embroidery, and uniform production.
- Maintain quality control standards to prevent defects in design or material.

#### 3.10. TECHNOLOGY & REPORTING REQUIREMENTS

- Provide order tracking and sales reports to YCCC upon request.
- Offer a user-friendly online ordering platform with customization options.
- Maintain secure digital records of past orders for easy reordering.

#### 3.11. TRANSITION & IMPLEMENTATION PLAN (IF APPLICABLE)

If a new vendor is selected, they must:

- Develop a transition plan to ensure no disruption in apparel availability.
- Work with YCCC Athletics and campus departments to finalize branding and apparel needs.
- Ensure all systems and processes are fully operational before launch.

#### 4. EVALUATION OF RFP

The weighted percentages for each evaluation criterion are listed on **Page 5** of this RFP. All proposals submitted in response to this RFP will be evaluated using a competitive and objective scoring process. The selection committee will review and score each proposal based on the criteria outlined below. Proposals must meet all minimum requirements specified in this RFP, and final selection will be based on the total weighted score.

#### 4.1. CRITERIA DESCRIPTIONS

*Experience and Qualifications*: Proposals will be evaluated on the vendor's demonstrated experience and qualifications relevant to the scope of work. Higher scores will be awarded to vendors who:

- Have a proven track record of successfully providing similar services.
- Demonstrate industry expertise, certifications, and regulatory compliance where applicable.
- Provide evidence of long-term client relationships and successful contract execution.
- Highlight key personnel and their relevant experience in delivering high quality services.

<u>Proposed Approach and Service Offerings</u>: The vendor's proposed approach will be assessed based on how effectively it aligns with the goals and expectations of this RFP. Evaluators will consider:

- Clarity and feasibility of the proposed service plan.
- Innovative solutions that enhance efficiency, quality, or user experience.
- Scalability and flexibility to adapt to changing needs.
- Alignment with industry best practices and the specific requirements outlined in the Scope of Work.

<u>Pricing Structure and Cost Effectiveness:</u> While cost is a key factor, proposals will be evaluated on overall value and transparency rather than the lowest price. Higher scores will be awarded to vendors that:

- Provide clear, itemized pricing structures with no hidden fees.
- Offer competitive and sustainable pricing for both core and optional services.
- Demonstrate cost effectiveness in delivering high quality services.
- Ensure pricing aligns with market standards while maintaining financial feasibility.

<u>Sustainability Practices:</u> Sustainability efforts will be evaluated based on the vendor's ability to integrate environmentally and socially responsible practices into operations. Evaluators will consider:

- Commitment to waste reduction, energy efficiency, and responsible sourcing.
- Use of environmentally friendly materials, products, or processes.
- Efforts to minimize environmental impact while maintaining service quality.
- Sustainability related certifications or recognized best practices.

<u>Staffing Plan and Service Model:</u> The ability to recruit, retain, and manage a qualified workforce is critical to service consistency.

Vendors will be evaluated based on:

- Qualifications, certifications, and training programs for personnel.
- Staffing levels and scheduling approach to ensure uninterrupted service.
- Employee retention strategies and ability to manage staffing fluctuations.
- Contingency plans for absences, emergencies, or demand surges.

<u>References and Past Performance</u>: Proposals will be evaluated based on demonstrated past success and client satisfaction.

Higher scores will be awarded to vendors that:

- Provide strong references from comparable organizations.
- Demonstrate successful execution of similar contracts with measurable outcomes.
- Have a history of positive client relationships and contract renewals.
- Offer case studies or testimonials that reflect reliability and quality service delivery.

#### 5. SUBMISSION PACKET CONTENTS

Bidders must follow the format outlined below, ensuring all required documents and information are included. Proposals must fully address every requirement listed below and in the Scope section. Incomplete submissions or those that do not adhere to the required format may not be considered.

#### 5.1. COVER LETTER

A signed cover letter introducing the bidder, summarizing the proposal, and confirming the ability to meet all RFP requirements.

#### 5.2. TABLE OF CONTENTS

A structured table of contents outlining all sections and attachments included in the proposal.

#### 5.3. EXECUTIVE SUMMARY

A concise summary highlighting the bidder's qualifications, experience, and key aspects of the proposal.

#### 5.4. COMPANY OVERVIEW

A detailed overview of the bidder's company, including history, size, capabilities, relevant experience, and any unique qualifications.

#### 5.5. PROPOSAL

The proposal must fully address all components outlined in the Scope of Work, providing detailed responses that align with the requirements and expectations of this RFP. Proposals that do not meet all required elements may be deemed nonresponsive and may not be evaluated.

#### 5.6. MARKETING PLAN

If applicable or required, bidders must submit a comprehensive marketing plan that aligns with the goals and expectations of this RFP. The plan should outline strategies for outreach, engagement, and promotion, including specific initiatives, communication methods, and branding approaches tailored to the intended audience. It must also detail how effectiveness will be measured and what outcomes are expected. Incomplete or vague marketing plans may be deemed nonresponsive and may not be evaluated.

#### 5.7. SIGNATURE

The proposal must be signed by a person authorized to legally bind the Bidder and must state that the proposal and the pricing contained therein will remain valid and binding for 90 days from the date and time of the bid opening.

#### 6. CONTRACT DISCLOSURES

- 6.1. <u>Contract Administration</u>: The College will assign a Contract Administrator to oversee compliance, operations, and performance reviews.
- 6.2. <u>Contract Documents:</u> If a separate contract is not written, the contract entered by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 6.3. <u>Contract Validity:</u> In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 6.4. <u>Litigation:</u> This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Maine.
- 6.5. <u>Assignment:</u> Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.
- 6.6. *Insurance & Bonding Requirements:* The awarded vendor must maintain, at a minimum, the following insurance coverage:
  - General Liability Insurance: Minimum coverage of \$,000,000 per occurrence and \$2,000,000 aggregate.
  - Workers' Compensation Insurance: As required by the State of Maine.
  - Fidelity Bond: Required for any vendor handling State of Maine funds.

The vendor shall provide a certificate of insurance prior to contract execution and maintain coverage for the duration of the agreement.

- 6.7. <u>Tax Exempt</u>: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote **and shall be reimbursed less these taxes.** Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses Taxes.
- 6.8. <u>Payments:</u> Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

Invoices must include a breakdown of meal plan payments, catering charges, and retail sales. The College reserves the right to audit financial records upon request.

#### 7. GENERAL DISCLOSURES

- 7.1. <u>Compliance with Applicable Laws:</u> All applicable laws, whether explicitly stated herein, are incorporated by reference. It is the bidder's responsibility to identify, understand, and comply with all relevant legal requirements.
- 7.2. <u>Non-Discrimination & Affirmative Action Compliance</u>: The contractor shall comply with all applicable federal and state laws regarding nondiscrimination, including but not limited to the Civil Rights Act of 964, the Americans with Disabilities Act (ADA), and the Maine Human Rights Act. The contractor shall not discriminate against any individual based on race, color, religion, sex, national origin, disability, age, sexual orientation, or gender identity.
- 7.3. <u>Sexual Harassment:</u> The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from, Human Resources, York County Community College, 2 College Drive, Wells, ME 04090, 20726444

- 7.4. <u>Smoking & Vaping Policy:</u> The College and all its properties are smoke and vapefree in compliance with the *Workplace Smoking Act of 985* and *MRSA Title 22, §54 et seq., Smoking Prohibited in Public Places.* This policy applies to all vendors, contractors, and their employees while on campus. The contractor is responsible for ensuring compliance and enforcement of this requirement.
- 7.5. <u>Public Record Disclosure Under Maine Freedom of Access Act (FOAA)</u>: All information submitted in response to this RFP is subject to public disclosure under the Maine Freedom of Access Act, Title, Chapter 3, unless specifically exempted by law. Proposers should not submit confidential or proprietary information unless specifically required for evaluation.
- 7.6. <u>Conflict Of Interest & Debarment Certification</u>: The vendor certifies that neither they nor any employee, officer, or agent of their organization has a conflict of interest that would prevent them from entering into this contract with York County Community College.

The vendor further certifies that it is not debarred, suspended, or otherwise excluded from participation in state or federally funded contracts. Vendors must disclose any previous legal violations that could impact contract eligibility.

# NOTICE TO VENDORS AND BIDDERS: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. <u>MCCS DOES NOT AGREE TO</u>:

- 1. Provide any defense, hold harmless or indemnity;
- 2. Waive any statutory or constitutional immunity;
- 3. Apply the law of a state other than Maine;
- 4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
- 5. Add any entity as an additional insured to MCCS policies of insurance;
- 6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
- 7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- 8. Permit an entity to change unilaterally any term or condition once the contract is signed;
- 9. Automatic renewals for term(s) greater than month-to-month;
- 10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
- 11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
- 12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
- 13. Unilateral modifications to the contract by the vendor.

# BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, <u>YOUR ENTITY UNDERSTANDS AND AGREES THAT:</u>

- 1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- 2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- 3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
- 4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.