

## YORK COUNTY COMMUNITY COLLEGE ATHLETICS

### REQUESTS FOR PROPOSALS

For

### Athletic Team Apparel

YORK COUNTY COMMUNITY COLLEGE (YCCC) Athletics is requesting written proposals for a vendor to provide Adidas or comparable brand athletic team apparel meeting the listing below under scope of information.

#### BID INFORMATION

- A. The RFP due date is **4:00 PM, Wednesday, February 3, 2021**.
- B. Proposals are to be submitted to the attention of Sam Ellis at YCCC in a sealed envelope plainly marked **RFP for Athletic Team Apparel** or via email to [ysellis@yccc.edu](mailto:ysellis@yccc.edu) with a subject heading of **RFP for Athletic Team Apparel**. The mailing address is YCCC Athletics, 112 College Drive, Wells, ME 04090. Proposals shall remain firm for ninety (90) days from date of submittal.
- C. Questions should be directed to Michael Fischer by e-mail at [mfischer@yccc.edu](mailto:mfischer@yccc.edu). Please allow sufficient time for questions to be answered prior to the RFP due date. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than addenda.
- D. By submitting a proposal, 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.
- E. The bidder shall be responsible for all costs associated with this proposal up to and including any contract that may result from this proposal.
- F. The proposals will be evaluated, and selection made, on the basis of cost to the College, inventory age, turn around time, quality and stability of lessor, experience, references, best value to the College and other criteria as deemed appropriate by YCCC. **YCCC reserves the right to reject any or all proposals, to waive any formality in any proposal, and generally take such actions as shall be in their best interest(s).**

**ALL BIDS NEED TO INCLUDE ASSOCIATED COSTS WITH AGREEMENT AS WELL AS ANY OBLIGATIONS BY YCCC ATHLETICS.**

**ALL BIDS MUST STIPULATE ANY OPERATIONAL STANDARDS OF THE AGREEMENT.**

**Special Note: The College is interested in entering a three year contract (with two, one year mutually agreed upon extensions) with the vendor who is awarded the bid. Please note below if you are inclined to enter into a three year contract with the College.**

Please confirm if you will BID the project and email to us at [mfischer@yccc.edu](mailto:mfischer@yccc.edu).  
[mrichards@YCCCme.edu](mailto:mrichards@YCCCme.edu)

We WILL BID\_\_\_\_\_

We WILL NOT BID\_\_\_\_\_

I am inclined to enter into a three year agreement with the College (please initial)\_\_\_\_\_

Name of Company\_\_\_\_\_

Contact Name\_\_\_\_\_ Title\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Phone\_\_\_\_\_ Email\_\_\_\_\_

## **SCOPE INFORMATION**

YCCC Athletics has recently agreed to terms with Adidas or comparable brand to be an exclusive Adidas or comparable brand all school deal and YCCC Athletics is looking for a vendor to provide its athletic teams with apparel sales to service the programs offered on the Wells Campus. Adidas or comparable brand has agreed (through term of contract) on price structure of Adidas or comparable brand items. Looking for vendor to provide terms of any additional costs, screen printing charges, embroidery charges, and delivery times to meet this requirement.

YCCC Athletics is asking that the vendor provide the following information within the RFP and the College will rank the following for consideration of acceptable proposal

Percent of discount off MSRP 25%

Quality of art design per request 20%

Ability to provide uniforms or apparel for Baseball, Softball, Volleyball, Cross Country, Golf, MBB, WBB - 20%

Business Profile/Company References 5%

Timing of order completion and delivery to YCCC 15%

Ability to provide web purchase store (in conjunction with Adidas or comparable brand) 15%

## **REQUIREMENTS**

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the College. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked.

Bidders who can provide alternate solutions are encouraged to do so but are also cautioned to provide at least one response that meets the minimum stated criteria of this RFP.

A. The following must accompany your proposal:

1. Business Profile:

- a. A statement of qualifications including a detailed history and description of your company and any published reports about your company;
- b. No financial statements are required to be submitted with your proposals, however, prior to an award the College may request financial statements from your company, credit reports and letters from your bank and suppliers;

2. Pricing for all Costs:

- a. Provide per unit;
- b. Provide pricing for any other costs associated per unit;

3. References:

- a. A list of three references is required to be submitted with your proposal. These references should be colleges and/or universities your firm has rented or leased mini buses to in the past year. Provide names with contact person and telephone number;

**ADDITIONAL REQUIREMENTS**

- A. The cost and compensation for **all** services shall be clearly indicated.
- B. Description of all proposed services and time requirements shall be clearly described in the proposal.
- C. It is the vendor's responsibility to confirm they have sufficient information required for the proposal. Any additional information required is to be brought to YCCC's attention.
- D. This RFP shall be referenced in, and considered part of, any final contract.
- E. All applicable costs are to be built into the RFP. No separate costs for items not included in the RFP will be accepted unless agreed to by YCCC in advance.
- F. YCCC is exempt from sales, property and excise taxes. Such taxes shall not be included in quoted prices. If any taxes are known by the Vendor to apply they shall be considered an expense of the Vendor and deemed a part of the quoted prices.
- G. The following MCCS Standard Terms and Conditions apply to all contracts with YCCC.

**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. **MCCS DOES NOT AGREE TO:**

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 M CCS 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 M CCS' 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 M CCS' 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 M CCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between M CCS 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 M CCS any contractual documents of any kind that are not in at least 11-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 M CCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.

