

# FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY

# REQUEST FOR PROPOSALS

EMPLOYEE UNIFORM AND WORK APPAREL PROGRAM
YMCA OF THE TRIANGLE

JANUARY 10, 2025

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# 1.0 YMCA OF THE TRIANGLE OVERVIEW

The YMCA of the Triangle serves Wake, Chatham, Durham, Lee, Johnston, Orange, and Pamlico counties with nineteen branch locations and three overnight camps. For more than 163 years, YMCA of the Triangle has strengthened the foundations of our community. We are committed to nurturing the potential of children through Youth Development, improving the nation's health and well-being by promoting Healthy Living, and fostering a sense of Social Responsibility by providing opportunities to give back and support neighbors.

# 2.0 RFP PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to solicit proposals and award a contract for an Employee Uniform and Work Apparel Program for the YMCA of the Triangle.

The YMCA is seeking a Vendor that can supply approximately 450 Full-Time and 2,200 Part-Time employees, both men and women, with embroidered and screen-printed apparel for employee wear. Apparel includes but is not limited to polo shirts, t-shirts, fleece jackets and vests, soft shell jackets and vests, hats, and visors.

YMCA of the Triangle currently purchases employee uniform and work apparel items from various Vendors and one of the desired outcomes of this RFP is to consolidate sources of supply (as much as possible) while maintaining product quality and service standards.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

# 3.0 GENERAL INFORMATION

# 3.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, any exhibits, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

#### 3.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, YMCA of the Triangle's general terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 3.4 PROPOSAL QUESTIONS. If the YMCA of the Triangle determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The YMCA of the Triangle may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the YMCA may but will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the YMCA of the Triangle may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the YMCA of the Triangle regarding this RFP other than the YMCA of the Triangle Contract Specialist named on the face page of this RFP (or approved alternate) may constitute grounds for rejection of said Vendor's offer, at the YMCA of the Triangle's election.

#### 3.3 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The YMCA of the Triangle will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP (Opening Date)	YMCA of the Triangle	February 10, 2025
Submit Written Questions	Vendor	February 17, 2025, by 4:00 PM ET
Provide Response to Questions	YMCA of the Triangle	February 21, 2025
Submit Proposals (Closing Date/Time)	Vendor	March 4, 2025, by 4:00 PM ET
BAFO/Negotiations (if necessary)	YMCA of the Triangle	March 10, 2025 – March 14, 2025
Contract Award	YMCA of the Triangle	March 21, 2025

# 3.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the listed due date and time.

<u>Instructions:</u> Written questions shall be submitted via the YMCA Procurement Portal or emailed to <u>John.Newell@ymcatirnalg.org</u> by the date and time specified in section 3.3 RFP Schedule

Questions received prior to the submission deadline date, the YMCA of the Triangle's response, and any additional terms deemed necessary by the YMCA of the Triangle will be provided to Vendors who submit their Intent to Bid by the due date identified above and will become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any YMCA of the Triangle personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

# 3.5 PROPOSAL SUBMITTAL

Proposals, subject to the terms and conditions made a part hereof, shall be submitted via the YMCA of the Triangle Procurement Portal.

Your submission must be uploaded and finalized prior to the stated Closing Date/Time. It is strongly recommended that you allow sufficient time to upload and finalize submissions prior to the Closing Date/Time.

See the "Requested Information" section for submission requirements.

#### **Important Notes:**

- System Requirements: Google Chrome, Internet Explorer 11, Microsoft Edge, or Mozilla Firefox. JavaScript and cookies must be enabled
- Uploading large documents may take considerable time, depending on the size of the file(s).
- For technical submission assistance, please contact Jaggaer.

Any costs incurred by Vendor in preparing or submitting proposals are the Vendor's sole responsibility; YMCA of the Triangle will not reimburse any Vendor for any costs incurred prior to award.

# 3.6 ALTERNATE PROPOSALS

Vendors may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantages addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_ for "name of Vendor." Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of the other proposals offered.

# 3.7 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the YMCA of the Triangle.
- b) **BRANCH:** Any of the 20 Branches or 3 Overnight Camps operating under the Young Men's Christian Association of the Triangle, Inc.
- c) **BUYER:** The employee of the YMCA of the Triangle placed an order with the Vendor.
- d) **CONTRACT ADMINISTRATOR:** Representative of the YMCA of the Triangle who will administer this contract for the YMCA of the Triangle and serve as the primary point of contact for the YMCA of the Triangle after contract award.
- e) **CONTRACT LEAD:** Representative of the YMCA of the Triangle who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the YMCA of the Triangle.
- f) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the YMCA conducts electronic procurement.
- g) QUALIFIED PROPOSAL: A responsive proposal submitted by a responsible Vendor.
- h) RFP: Request for Proposal
- SERVICES: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- j) **VENDOR:** Provider, Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.
- k) YMCA: The Young Men's Christian Association of the Triangle Area, Inc.; YMCA of the Triangle, including any of its Branches, Camps, and/or Programs.

# 4.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

#### 4.1 METHOD OF AWARD

Contracts will be awarded in accordance with the evaluation criteria set out in this solicitation.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best value for the YMCA, based on the criteria described in Section 4.4 below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the YMCA reserves the right to make separate awards to different Vendors for one or more locations, to not award one or more locations or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the YMCA to do so.

The YMCA reserves the right to waive any minor informality or technicality in proposals received.

# 4.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the YMCA of the Triangle (including the Contract Lead named above), if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the YMCA's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the YMCA would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the RFP is active (i.e., the issuance date of the RFP to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the YMCA for this RFP or general inquiries directed to the Contract Lead regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

#### 4.3 PROPOSAL EVALUATION PROCESS

The YMCA of the Triangle will review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

- a) Sealed proposals will be received from each responsive Vendor via the YMCA Procurement Portal.
- b) All proposals must be received not later than the date and time specified.
- c) At that date and time, the proposals from each responding firm will be opened.
- d) Proposals will be evaluated according to completeness, content, and experience with similar services, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 4.4 EVALUATION CRITERIA, below. A scoring/ranking method will be utilized in this procurement to allow the YMCA to award a contract resulting from this RFP to the Vendor providing the Best Value and recognizing that Best Value may result in an award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.
- e) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the YMCA reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the YMCA.

The YMCA reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the YMCA, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the YMCA will make Award(s) based on the evaluation and issue an award notification via email to all responding Vendors. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the YMCA.

#### 4.4 EVALUATION CRITERIA

The award decision will be based on consideration of the following criteria, listed in order of importance, to result in an award most advantageous to the YMCA:

- a) Corporate Overview and Experience (See Sections 5.2 and 5.3)
- b) Product Selection and Quality (Feel, Texture, and Durability)

- c) Pricing/Cost Proposal (See Section 5.5 and Attachment A)
- d) Technical Approach (See Sections 6.2)
- e) General reputation and performance capabilities of Vendor
- f) References (See Section 5.4)
- g) Conformity with the intent of the specifications and the terms and conditions of this Request for Proposal

# 4.5 INTERPRETATIONS OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the services being sought by the YMCA; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this solicitation. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the YMCA of the Triangle General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the YMCA will take into consideration the degree to which Vendors have proposed or failed to propose services that will satisfy the YMCA's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the YMCA exercising its discretion to reject a proposal in its entirety.

# 5.0 REQUIREMENTS

#### 5.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date. Pricing will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements outlined herein.

At the end of the Contract's current term, the YMCA shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The YMCA will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the YMCA reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

#### 5.2 CORPORAE OVERVIEW

In its Proposal, Vendor shall provide a detailed Corporate Overview consisting of the following subdivisions:

- a) Vendor Identification and Information: Provide full company name, address of company's headquarters, entity organization (corporation, partnership, proprietorship, etc.), state in which the Vendor is incorporated or otherwise organized to do business, year in which the Vendor first organized to do business and whether the name and form of the organization has changed since first organized.
- b) Change of Ownership: If any change in ownership or control of the company is anticipated during the twelve (12) months following the RFP due date, the Vendor shall describe the circumstances of such change and indicate when the change will occur. Any change of ownership to an awarded Vendor(s) will require notification from the YMCA.
- c) Office/Facility Location: The Vendor's office/facility location responsible for the performance of the contract should be identified.
- d) Relationships with the YMCA: Describe any dealings with the YMCA over the previous twelve (12) months. If the Vendor has contracted with the YMCA, the Vendor should identify the contract number(s) and/or any other information available to identify such contract(s). If no contracts exist, so declare.

- e) Employee Relations to the YMCA: Provide a statement of whether any of the Vendor's directors, partners, proprietors, officers, or employees or any of the proposed project staff are related to any YMCA employees. If so, identify the related individuals, describe their relationships, and identify their respective employers and positions.
- f) Contract Performance: If the Vendor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to Vendor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Vendor or litigated and such litigation determined the Vendor to be in default.

The Vendor shall submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The Vendor's position on the matter must be included in this section. If no such termination for default has been experienced by the Vendor in the past five (5) years, so declare.

If at any time during the past five (5) years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, the Vendor shall fully describe all circumstances surrounding such termination, including the name and address of the other contracting party.

#### 5.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the YMCA of the Triangle. The vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel, to be assigned to this contract.

#### 5.4 REFERENCES

Vendors should provide at least three (3) references for which your company has provided apparel and services of comparable size, scope and complexity to those solicited herein. The Vendor shall provide narrative descriptions highlighting similarities between the services provided for each reference and this RFP. References should include:

- a) Time-period apparel and services were provided.
- b) Description of apparel and services provided and Vendor's responsibilities.
- c) The total number of Vendor employees assigned to provide services for the client.
- d) The name, address, telephone number, and email address of at least one individual in each client organization who is personally familiar with the Vendor's performance.

The YMCA may contact these users to determine the Goods and/or Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal.

#### 5.5 PRICING

Proposal price shall constitute the total cost to the YMCA for complete performance in accordance with the requirements and specifications herein, including all applicable charges (e.g., administrative, setup, production, and other similar fees) Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

Vendors shall provide a pricing proposal that contains a unit price for each item/size specified in ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET. The YMCA desires to have costs associated with set-up, embroidery, screen-printing, packaging, etc. included in the unit price. Vendors should provide a detailed breakdown of all costs including detail on Minimum and Maximum Orders (if applicable), Lead Time, Delivery Fees, and Quantity/Bulk Order Price Breaks. Complete the Pricing Worksheet in ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET with unit prices and attach a separate page with any additional cost details as a Miscellaneous Pricing Attachment.

Vendors are also encouraged to provide the YMCA with a percentage discount from the suggested retail price on additional items not specified herein. Items will be selected from the manufacturer's catalog or website and shall be

discounted from the current list price. The percentage discount shall be firm throughout the contract term and any contract renewals.

#### 5.6 PRODUCT IDENTIFICATION

The manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish overall quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

Vendors are requested to offer only comparable items which will provide the equivalent capabilities, quality and features called for herein. If you choose to propose an item other than what is specified, populate the blue fields in the pricing workbook with the appropriate information. The YMCA reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and considered to be in the YMCA's best interest.

#### 5.7 TRANSPORTATION AND IDENTIFICATION

Manufacturer

☐ Yes ☐ No

**VENDOR IS THE:** 

**AUTHORIZED:** 

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina, with all transportation costs included in the total bid price.

When an order is placed via a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an approved purchase order.

Ver	ndors shall not ship any products until they have received an approved purchase order.
5.8	B DELIVERY
	e Vendor shall deliver Free-On-Board (FOB) Destination to any of the YMCA of the Triangle locations within the State NC. See ATTACHMENT G: YMCA OF THE TRIANGLE SHIP-TO LOCATIONS current location addresses.
Suc	cessful Vendor shall complete delivery within thirty (30) consecutive calendar days after receipt of purchase order.
cor	<u>completion by Vendor</u> : Delivery will be made from (city, state) within secutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award seria.
5.9	9 INVOICES
a)	Invoices must be submitted to YMCA of the Triangle, Accounts Payable, accounts.payable@ymcatriangle.org
ь)	Invoices must be in a readable PDF format.
c)	Invoices must bear the correct contract number and/or purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
d)	Invoices must include an accurate description of the product(s) for which the invoice is being submitted, the invoice date, the period of time covered, and the amount of fees due to the Vendor.
5.1	10 AUTHORIZED RESELLER
Ver Fai	e Vendor shall be authorized by the manufacturer to distribute or resell the products offered in their proposal. The ndor shall provide with its proposal response a signed statement from the manufacturer confirming authorization. lure to provide this statement may constitute sufficient grounds for rejection of Vendor's offer, at the discretion of YMCA.

Dealer

Reseller

Attached Manufacturer's Authority: 

Yes 

No

Distributor

# 5.11 SAMPLES AND DESCRIPTIVE LITERATURE

#### **SAMPLES**

If proposing alternative items other than what is specified in ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET, Vendors must provide samples to be evaluated, free of expense to the YMCA. The desired sample sizes are below.

- Women's Medium and Large
- Men's Large, XL and 2XL

Samples, upon request, will be returned at the Vendor's expense. A written request for return shall be made no later than thirty (30) days after the bid award, and Vendor shall provide prepaid, pre-addressed shipping label suitable for return of the sample(s). Otherwise, the samples shall become the YMCA's property to be used or disposed of at the YMCA's discretion. Each individual sample shall be labeled with the Vendor's name, RFP number, and item number. A sample on which an award is made will be retained until the contract is completed, and then returned, if requested as specified above.

#### Forward samples to:

YMCA of the Triangle Attention: John Newell 801 Corporate Center Drive, Suite 200 Raleigh, NC 27607

If return is requested, Vendor shall provide prepaid, pre-addressed shipping label with bid.

#### **DESCRIPTIVE LITERATURE**

Each bid shall be accompanied by catalogs/complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) proposed to be furnished and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the Vendor's proposal.

#### 5.12 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. The YMCA is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the YMCA within fifteen (15) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

The YMCA reserves the right to request financial information, statements and/or other related financial documentation needed to determine: whether the Vendor has sufficient ability to perform the contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 120 days without receiving payment from the YMCA. Financial information of non-public entities may be marked as confidential in accordance with paragraph 11 of ATTACHMENT B: INSTRUCTIONS TO VENDORS.

#### 5.13 VENDOR REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the YMCA under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all

- subcontractors that may be approved by the YMCA. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. The vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

# 6.0 SCOPE OF WORK / SPECIFICATIONS

#### 6.1 GENERAL SCOPE OF WORK / SPECIFICATIONS

The YMCA is seeking proposals for screen printed and embroidered apparel. Each apparel category has been given an item number and is listed in ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET. Product line names and model/catalog numbers used are for the purpose of identification and to establish the overall quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered; however, Vendors are cautioned that any deviation from the items indicated must be pointed out in their proposal. If choosing to offer alternative items, Vendors must provide product samples as outlined in section 5.11.

- **6.1.1 Quantity:** Approximately 450 Full-Time and 2,200 Part-Time employees will fall under this program, requiring apparel purchases. Estimated quantities for each category based on historical purchases are provided in ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET. These quantities represent estimates only, and nothing herein shall bind the YMCA to purchase any specified amounts of product(s).
- <u>6.1.2 YMCA Logo and Embroidery:</u> The YMCA logo is required to be embroidered or screen printed on the left breast pocket area. In general, the YMCA Logo on the front breast pocket area will be two inches in height. T-Shirts will have a YMCA Logo on the back that is around 1.5 inches in height, along with additional text. See ATTACHMENT F: T-SHIRT ARTWORK for examples of layout and text to be screen printed on shirts.
- **<u>6.1.3 Minimum Order Quantity</u>**: The YMCA will NOT order from vendors with minimum order quantities. Please price your items appropriately.
- <u>6.1.4 YMCA Orders:</u> Orders for approved apparel will be placed via an approved Purchase Order from the YMCA E-Procurement system. The selected Vendor will maintain an electronic catalog with YMCA specific items on the YMCA's E-Procurement platform that staff will utilize to place orders. Orders placed via phone, email, etc. will not be allowed. <u>The ability to offer a B2B punchout catalog that can integrate with our E-Procurement System is highly desired.</u>
- <u>6.1.5 Employee Direct Purchases:</u> The YMCA would like to offer staff an option to order apparel on their own that will be a direct business relationship between the Vendor and Employee, and not billed to the YMCA. The YMCA will provide a specified number of apparel items to each employee based on their position and employment status (e.g., Full-Time, and Part-Time), and the YMCA desires an option for employees to purchase apparel on their own, if desired. Any catalog discounts extended to the YMCA will extend to employee direct purchases.
- <u>6.1.6 Ad Hoc Embroidery Services</u>: The YMCA would also like to provide employees with an option to purchase apparel other than what is specified in ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET and have these items embroidered, at their personal expense. This will be a direct business relationship between the selected Vendor and the employee.

#### 6.2 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, an outline, and/or graph from the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP (e.g., Minimum Order Quantity, Delivery, Employee Direct Purchases, Ad Hoc Embroidery Services, etc.). A description of each task and delivery and the schedule for accomplishing each shall be included.

#### 6.3 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the YMCA shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the YMCA shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the YMCA may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

# **6.4 WARRANTIES**

Vendor warrants to the YMCA that all items furnished will be new, of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use. Such a replacement shall include transportation costs free of any charge to the YMCA. This statement is not intended to limit any additional coverage, which may normally be associated with a product. The vendor shall assign to the YMCA all third-party warranties applicable to such deliverables. Vendor warrants that the YMCA has all rights necessary to utilize all deliverables for their intended purpose free from all third-party claims.

Vendors should provide information on a return and refund policy which should include embroidered and non-embroidered items. At a minimum, if an article of clothing is delivered damaged or is a different item/size/color/etc. than that requested by the YMCA and the YMCA notifies Vendor within thirty (30) days after delivery is received and accepted, then corrections, repairs or replacements shall be performed by Vendor at no additional charge.

# 6.5 VENDOR QUESTIONNAIRE

VENDOR QUESTIONNAIRE consists of frequent questions that each Vendor shall respond to and submit with their proposal response. Download, complete, and upload the Vendor Questionnaire with the instructions provided on the YMCA Procurement Portal.

# 7.0 CONTRACT ADMINISTRATION

#### 7.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor should designate and make available to the YMCA a contract lead. The contract lead shall be the YMCA's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

#### 7.2 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the YMCA, shall meet periodically semi-annual with the YMCA for Business Review meetings. The purpose of these meetings will be to review business-related sales reports, discuss Vendor and YMCA performance,

address outstanding issues, review problem resolution, provide directions, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

#### 7.3 CONTINUOUS IMPROVEMENT

The YMCA encourages the Vendor to identify opportunities to reduce the total cost of the YMCA. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at periodic Business Review Meetings.

# 7.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the YMCA's Contract Lead for a resolution. A claim by the YMCA shall be submitted in writing to the Vendor's Contract Lead for a resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### 7.5 CONTRACT CHANGES

Contract changes, if any, to the life of the contract shall be implemented by contract amendments agreed to in writing by the YMCA and Vendor.

THE FOLLOWING ATTACHMENTS ARE AVAILABLE FOR DOWNLOAD FROM THE YMCA OF THE TRIANGLE BONFIRE PROCUREMENT PORTAL.

ATTACHMENT A: APPAREL SPECIFICATIONS AND PRICING WORKSHEET

ATTACHMENT B: INSTRUCTIONS TO VENDORS

ATTACHMENT C: YMCA OF THE GENERAL TERMS AND CONDITIONS

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

ATTACHMENT E: T-SHIRT ARTWORK

ATTACHMENT F: YMCA OF THE TRIANGLE SHIP-TO LOCATIONS