

Boyle County Schools
101 Citation Drive Suite C
Danville KY 40422
859-236-6634

Request for Proposal
Athletic Apparel and Associated Products

Boyle County High School

Closing time for Request for Proposal

10:00 am Feb 3, 2023

Department

Boyle County Schools Athletics

**REQUEST FOR PROPOSAL
BOYLE COUNTY BOARD OF EDUCATION
EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION EMPLOYER
101 Citation Drive Suite C
Danville KY 40422**

Boyle County High School Athletics Department

The Board of Education of Boyle County, Kentucky (hereinafter called the Board or the Board of Education) will receive sealed Proposals for the items and/or services listed herein. You are invited to submit a sealed proposal, subject to the terms and conditions of this request. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal. The board reserves the right to reject any or all proposals.

Proposals must be mailed or delivered to Sandy Jupin, Secretary to the Superintendent, Boyle County Board of Education, 101 Citation Drive, Suite C, Danville, KY 40422, in an envelope marked "Request for Proposal Bass Athletics Apparel. The name and address of the vendor shall appear in the upper left-hand corner.

Copies of this Request for Proposal may be obtained at the Boyle County Board of Education, at the above address, between 8:00 a.m and 4:00 p.m., Monday - Friday or at www.boyle.kyschools.us, prior to the time and date specified for opening.

In accordance with Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulation and policies, the USDA, its Agencies, offices, and employees and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

TIME OF OPENING:

Proposals will be opened at **1:00 pm, Friday , February 3, 2023** or as soon thereafter as the business of the Board permits. All proposals should be received by **10:00 am, Friday , February 3, 2023**. Failure to have a Proposal submitted prior to Proposal opening may prevent the reading of your Proposal. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail to deliver proposals on time.

LOCATION OF OPENING:

Proposals will be opened and read at the Boyle County Board office, 101 Citation Drive, Suite C, Danville, KY 40422. You are invited to be present at the opening. Proposers are requested not to telephone for a tabulation. Evaluations will be based on numerous items, such as cost, safety, references, etc. There will be subjective criteria that will be evaluated within the bid.

OVERVIEW:

The Boyle County School District is seeking Proposals from experienced and qualified vendors to provide sealed bids for athletic apparel and associated products. The Board of Education will select one (1) vendor to provide athletic apparel and associated products for the Boyle County High School Athletics Department as outlined in this request.

Site Location:

Boyle County High School 1637 Perryville Road Danville Ky 40422

II. TERMS

- A. Boyle County Schools reserves the right to reject any and all Proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, safety, quality of service, the Contractor's qualifications and capabilities to provide the specified product or service, and other factors which Boyle County Schools may consider.
- B. Boyle County Schools reserves the right to reject any or all Proposals, to waive or not waive informalities or irregularities in proposals or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Boyle County Schools to be in the best interest of Boyle County Schools even though not the lowest cost proposal.
- C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of sixty (180) days. Failure of the successful vendor to accept the obligation of the contract may result in the cancellation of any award.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. Price should include all fees and should be the final purchase price.
- F. Electronic submissions in response to this Request for Proposal will not be accepted. All submissions must be on paper, with the exception of visuals that shall be furnished on an external memory device.
- G. E-Mail, fax or telephone quotes shall not be accepted.

H. Prices quoted must include transportation and delivery to the site. Prices include all fees and should be the final price. The Board does not pay federal excise taxes or Kentucky Sales and use Taxes.

I. Modification, additions or changes to the terms and conditions of this Request for Proposal may be a cause for rejection of Proposal.

J. Termination for Non-Performance (Default)

The Boyle County School District may terminate the resulting contract for non-performance, as determined by the School district, for such causes as:

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained:
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Vendor in any proceeding filed by or against the contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Vendor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that the Vendor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default: or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Vendor,.

K. Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Boyle County School District prevails, the Vendor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

L. Compensable Damages for Breach

The Vendor, agrees that the following items shall be included as compensable damages for any breach of a contract with the Boyle County School District.

- Replacement Costs on
- Cost of repeating the competitive bidding procedure expenses.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the Boyle County School District for any other damages occasioned by the Vendor's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

M. Suspension and Debarment

The Vendor, understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp.m, p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the proposer or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Boyle County School District. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Boyle County School District, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. Any and all Proposals or offers may be rejected when it is in the recipient's interest to do so.

COMPLIANCE

All equipment must meet and/or exceed all federal guidelines. In accordance Nondiscrimination Provision in All Public Contracts, the Supplier will ensure that hiring is made based on merit and qualifications and that there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the persons performing the contract.

Liability Insurance:

Successful proposers will be required to carry full liability insurance. The limits of liability for the Insurance shall provide coverage for not less than the following amounts or greater where required by

Laws and Regulations:

- 1. Workers Compensation: Statutory
- 2. Comprehensive General Liability

Liability Insurance shall specifically cover claims for damages caused by Contractor's equipment, material, tools and property of School or other contractors employed on the project.

CERTIFICATION OF DEBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

Signature

Date

Company Name

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his/her knowledge:

- a. He/She, or any member of his/her immediate family, has a financial interest herein: or
- b. a business or organization which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee or board member of the Boyle County Board of Education with a pecuniary interest in procurement of this proposal.

Signature

Date

Company Name

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

PROPOSAL CERTIFICATION

I hereby certify with my signature below that costs in this RFP are correct and that I have authority to obligate my company to perform under the conditions stated in the RFP. I also acknowledge that I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the terms and conditions outlined in this RFP.

SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL : _____

DATE: _____

Signature: _____

Date: _____

Company: _____

Principal Place of Business: _____ (State)

EVALUATION OF PROPOSAL

Applicants shall be responsible for any required State or Municipal approval process submittals and associated permits and fees with this project.

All delivery, assembly, installation and supervision costs must be included in the proposal.

No proposal may be withdrawn within a period of sixty (60) days after the RFP opening date. Prices shall include delivery f.o.b freight paid by the proposer to the jobsite.

Bidders must provide a list of at least (3) area references (within a 100-mile radius of Danville,KY). Please include the name of the contact person, entity and telephone number.

This solicitation is being offered in accordance with state statutes governing procurement.

Evaluation and Selection Process

Proposals will be evaluated by a selection committee based on the following criteria:

Criteria	Points
Proposal addresses RFP design scope guidelines and specifications	0-20
Quality of material	0-20
Accessibility to inventory	0-20
Direct access to Equip, Apparel, Goods, etc.	0-20
Option for different brand for smaller sports	0-10
Accessibility to Customer Service (Rep)	0-10
Total Points	100

Following the review and evaluation of all RFP submittals either a recommendation to the board will be made or possibly interviews will be set up with selected companies. The project award will be made to the qualified supplier whose proposal is deemed most advantageous to the School District, all factors considered. The selected supplier/contractor will be contacted after the award of the project by the Boyle County Board of Education.

Specifications to Bid

Manufacturer Name/Brand: _____

Footwear: _____ % off apparel (minimum 35%)

Other Apparel: _____ % off (minimum 40%)

Promotional Product Allotment: \$ _____ (minimum \$25,000)

Flexibility to use promotional dollars for student support purposes (not "use it or lose it"):
YES/NO

Decoration Pricing: \$ _____

Please Provide Details:

Bonus product allotment for State Championship Team: \$ _____ (Minimum \$2,500)

Bonus product allotment for State Coach of the year: \$ _____ (Minimum \$500.00)

Campus Branding (Scoreboards, Media Backdrop, etc): \$ _____ (Minimum \$25,000)

Please Provide Details:

Free Shipping: YES / NO

Flexibility in uniform purchase from other brands/companies for bowling, swimming, bass fishing, and archery: YES / NO

Opportunity for sports programs to select less expensive tee shirt material: YES / NO

Economically Disadvantaged Student-Athlete Allotment: \$ _____ (minimum \$5,000)

Miscellaneous Offers: \$ _____

Please provide details:

Company Name: _____

Authorized Signer to bind Proposal (print): _____

Signature: _____