

THE PENDLETON COUNTY SCHOOL DISTRICT

ATHLETIC TEAM WEAR

INVITATION TO BID



Prepared by:
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Director of Finance & Human Resources

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INVITATION TO BID
THE PENDLETON COUNTY SCHOOL DISTRICT
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
2525 Hwy 27 N
Falmouth, KY 41040
859-654-6911
859-654-6143 (fax #)

ATHLETIC TEAM WEAR

The Pendleton County School District (hereinafter called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

Bids shall be mailed or delivered to Jennifer Pierce, Director of Finance & HR, The Pendleton County School District, 2525 Hwy 27 N, Falmouth, KY 41040 in a **sealed envelope marked "ATHLETIC TEAM WEAR" in the lower left-hand corner.**

Copies of this invitation may be obtained in the Finance Department, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

PERIOD OF CONTRACT

The period of the contract will be from July, 2023 or the date of Board approval (whichever is later) through June 30, 2025. If agreed upon by both parties in March of each year, the agreement may be extended annually up to two additional annual renewals (until June 30, 2027). Prices may be negotiated in March of each year, but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics web site. (<http://stats.bls.gov/cpi/home.htm>)

TIME OF BID OPENING

Bids will be opened at **9:00 a.m. on Wednesday, May 31, 2023.** All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid submitted prior to the bid opening will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

LOCATION OF BID OPENING

Bids will be opened and read at the Pendleton County Central Office located at 2525 Hwy 27 N, Falmouth, KY 41040.

BID AWARD:

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of The Board of Education. Bids shall be awarded at the regular board meeting held on June 12, 2023.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF PENDLETON COUNTY, KENTUCKY ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS IN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF PENDLETON COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS IN INDUCEMENT, OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF PENDLETON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. BID DOCUMENTS

Bid forms are provided with this “Invitation to Bid”. **All Proposals shall be submitted on the “Bid Form”.**

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Athletic Director after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

D. KY MODEL PROCUREMENT REGULATIONS

The Kentucky Model Procurement Regulations as stated in KRS 45A.345 – 460 and those adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Kentucky Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

Pendleton County School's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 06/01/83 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Superintendent of the Board of Education.

J. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

1. The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.
2. The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
3. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Athletic Director may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

M. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to Jennifer Pierce, Director of Finance/HR, Pendleton County Board of Education, 2525 Hwy 27 N, Falmouth, KY 41040.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

N. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

O. BIDS

The Finance Department will make tabulations and the bidder may request a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Thursday of each month. Bidders are requested not to call the Finance Office for a tabulation of the bids prior to the Board's monthly meeting.

Any bids received after scheduled time of opening will be discarded.

Bids must be in a sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

No bid can be corrected, altered, or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.

For any clarification relative to this bid, contact Jennifer Pierce, Director of Finance/HR, Pendleton County Board of Education, 2525 Hwy 27 N, Falmouth, KY 41040.
Telephone: (859) 654-6911.

P. PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid is to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Director of Finance/HR. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

Q. OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

S. SUBSTITUTIONS

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jennifer Pierce, Director of Finance/HR.

T. REQUIREMENTS

All deliveries must be complete within sixty (60) days from receipt of purchase order and the vendor must furnish invoices as follows:

Two (2) copies of invoice (original and one copy) to the Finance Department along with a signed delivery receipt as proof of delivery.

No more than one (1) back order or partial delivery will be allowed on these items. Ship complete within sixty (60) days or cancel.

All deliveries must be made to the location indicated on the purchase order and signed for (if needed) by a staff member.

All invoices must show the purchase order number, date of delivery, name of location and list of items delivered by item name.

U. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

V. CRIMINAL HISTORY VERIFICATION

The successful bidder certifies that a criminal history background check will be performed for all employees that may come into contact with Pendleton County Students, per requirements set forth by the Cabinet for Health & Family Services. The website to obtain the background check is located at [http://manuals.sp.chfs.ky.gov/Resources/sopFormsLibrary/DPP-156 Central Registry Check.doc](http://manuals.sp.chfs.ky.gov/Resources/sopFormsLibrary/DPP-156%20Central%20Registry%20Check.doc).

Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two years from date of check, and no more than two such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

For any clarification relative to this bid, mail or fax all questions to:

Pendleton County Board of Education

Attention: Jennifer Pierce

2525 Hwy 27 N

Falmouth, KY 41040

Fax: 859-654-6143

AWARDING OF CONTRACT(S)

It is the intention of the board to award a single contract based on the best-evaluated bid. The board reserves the right to award contracts on an individual and total basis as well. The Board of Education has the right to reject any and all proposals if it is deemed in its best interest.

SPECIAL CONDITIONS

FIRM PRICES:

Price(s) are to remain firm for the period of the contract.

WORKMANSHIP AND QUALIFICATIONS: The work outlined shall be done by an experienced, qualified contractor that will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state, and local codes. Where there is a conflict in the minimum standards to be met among the various codes, the most stringent will take precedence. **As a requirement of this bid, the bidder must submit with their proposal a reference list of at least three previous customers.**

REFUSE: All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor.

INSURANCE: General Conditions require contractors working for the Pendleton County Board of Education at a minimum to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a. Statutory Workman's Compensation Insurance
- b. General Public Liability and Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- c. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

Note: Any specification bid in contrast to that stated herein must be approved by Jennifer Pierce, Director of Finance/HR, at the Pendleton County Board of Education prior to the bid opening.

Upon Bid Submittal Bidder Shall Provide the Following

- Completed Attached Bid Form (pages 1 – 4)
- Three Work References with company names, addresses, phone numbers, contact names, and e-mail addresses
- Proof of Required Insurance
- Signed and Dated Conflict of Interest Form

Successful bid awarder/provider will provide required background checks on any employee who may come into contact with Pendleton County students during the course of this contract.

PENDLETON COUNTY BOARD OF EDUCATION

**2525 Hwy 27 N
Falmouth, KY 41040**

BID FORM - PAGE 1

Having carefully examined the instructions to bidders and all specifications on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ (Insert the addenda numbers received or the word “none” if no addenda received.)

EXCEPTIONS:

PENDLETON COUNTY BOARD OF EDUCATION

**2525 Hwy 27 N
Falmouth, KY 41040**

BID FORM - PAGE 4

OPTIONAL ITEMS OF CONSIDERATION

Please list any additional items for consideration.

The undersigned represents and warrants that all materials, apparel and equipment provided by the below named Company or manufactured or fabricated by others and provided by the below named Company to the Board of Education by the below named Company hereunder shall meet industry standards and be of good quality, fit for the purpose intended, and that they meet or exceed all specifications contained in this bid and any subsequent written agreement.

We, the undersigned hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof. If the below named Company is a corporation, partnership, or other entity, the individual executing this bid on behalf of said Company represents that he/she has full power and authority to enter bind said Company according to the terms of this bid.

Company _____
Contact/Title _____
Street Address _____
City _____ State _____ Zip _____
Telephone _____
Fax _____
E-Mail Address _____
Web Address _____
Payment Terms: _____
Authorized Bidder's Signature _____
Date _____

(Note: For any questions call Jennifer Pierce, Director of Finance/HR at (859) 654-6911.)

CONFLICT OF INTEREST

1. 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 therefor, in which to his knowledge:
 - a) He, or any member of his immediate family has a financial interest therein; or
 - b) A business or organization in which he or any member of his 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 or any member of his immediate family is negotiating or has 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 any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity 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 therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Signature

Date

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.