HENDERSON COUNTY SCHOOLS
1805 Second Street, Henderson, Kentucky 42420
(270) 831-5000 | Fax: (270) 831-5009
www.henderson.kyschools.us
Dr. Bob Lawson, Superintendent

INVITATION TO BID

BID NO. 1-27-5-1: Athletic Equipment and Supplies

February 1, 2027 to January 31, 2028

DATE BID ISSUED:	Tuesday November 3, 2026
DUE DATE OF BID:	**Tuesday, January 5, 2027 at 11:00 a.m. CT/12:00 p.m ET**
SUBMIT BID TO:	Amanda Rice Purchasing Assistant Henderson County Board of Education 1805 Second Street Henderson, KY 42420
BOARD MEETING APPROVAL:	Tuesday, January 19, 2027
CONTRACT PERIOD:	**February 1, 2027 to January 31, 2028** One-year term, not to exceed 3 extensions of the original contract.
LOCATIONS COVER BY BID:	Henderson County Schools – All Locations

Request for information regarding matters of this bid should be directed to:

Ms. Amy Morris
Director of Finance
Henderson County Board of Education
1805 Second Street
Henderson, KY 42420
(270) 831-5000

PLEASE COMPLETE:
NAME OF VENDOR SUBMITTING BID:

PART I: GENERAL CONDITIONS

1. The successful bidder will be required to furnish at bid price such quantities as from time to time may be ordered by the Board of Education or by the schools of the Henderson County School District.

2. Bidders shall submit their bids on the bid forms provided. Bidder should keep one copy of bid and submit one to the Board Office. Mail to 1805 Second St., Henderson, Kentucky 42420.

3. The board reserves the right to make an award, if any, to individual vendors for groups of items or for all items. This decision will be based upon evaluations of the bids received using the objective criteria stated herein.

4. Bidders may list all other information they consider pertinent. Reference to brand names is for identification purposes only and in no way is to be construed as an attempt for comparative purposes.

5. All bids are subject to the terms and conditions of the bid invitation.

6. If any emergency arises and the successful bidder is unable to furnish any items required from his stock, the Henderson County Board of Education reserves the right to purchase the necessary items from another source of supply.

7. Monthly statements listing amounts paid by the Board or respective schools are due immediately after close of each month.

8. Both parties may extend this contract under the same terms, conditions, and prices if agreeable for an additional one-year term, not to exceed 3 one-year extensions of the original contract, with approval of the Henderson County Board of Education.

9. If a bid is not made, the bid form must be returned and marked “No Bid” with reasons stated why a bid is not submitted, otherwise firm name will be removed from the bidder’s mailing list.

10. The award shall be made, if at all, based on the lowest evaluated bid price. The following evaluation criteria may be used:

	Description of Bid Evaluation Criteria	Maximum Points
a.	**Quality** of Product.	10
b.	**Service** - (1) Business reputation of the vendor compared to similar vendors in the general area; (2) general cooperation by the vendor with the respective school personnel.	10
c.	**Availability** of company representative for services needed.	10
d.	**Cost** considered in conjunction with the above-mentioned criteria.	10
e.	**Capability** of meeting established deadlines.	10

11. Multiple contracts may be awarded by the board if following evaluation of all bids received a decision is reached that awarding contracts or accepting bids on a multiple basis is in the best interest of the Henderson County School District.

12. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the school making the order and/or the Finance Officer after delivery. The right is reserved to reject and return, at the risk and expense of the supplier, such portion of a shipment that may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, it will be held for disposition at the expense and risk of the supplier.

PART I: GENERAL CONDITIONS (cont.)

13. The Henderson County Board of Education and its schools are exempt from Federal Excise Taxes and Kentucky Sales and Use Taxes.

14. The Henderson County School District, all authorized agencies of the Commonwealth of Kentucky, the United Stated Department of Agriculture, the Comptroller of the United States, and/or any of their respective authorized representatives shall have access to all books, documents, papers and records of any successful bidder awarded a procurement contract pursuant to this Invitation to Bid which are directly relevant or pertinent to such contract for the purpose of making audits, examinations, excerpts and transcriptions; and, any such successful vendor shall maintain all of its records relevant to such procurement contract for a period of three years after the Henderson County School District makes final payment to the vendor and all pending matters are closed.

15. All procurement contracts exceeding Fifty Thousand Dollars ($50,000.00) in amount awarded to a successful vendor pursuant to this Invitation to Bid and any of their contractors or subcontractors are subject to Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFP Part 60).

16. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the department/school making the order and/or the Finance Officer after delivery. The right is reserved to reject and return, at the risk and expense of the supplier, such portion of a shipment that may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, it will be held for disposition at the expense and risk of the supplier.

17. Erasures or the use of a typewriter correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or opening, errors may be crossed and corrections entered, and initialed by the person signing the bid. No bids shall be altered or amended after the specified time of opening.

18. Henderson County Schools reserves the right to add related items to the contract established from this Invitation to Bid.

19. **Termination**. All procurement contracts awarded by Henderson County Board of Education pursuant to this Invitation to Bid may be by Henderson County Board of Education terminated at any time upon thirty-day notice; upon mutual agreement of both parties; or at the discretion of the Henderson County Board of Education without notice, if the terms of a contract are violated in any way.

20. **Bidder Reliability**. A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A vendor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the vendor and the Henderson County Board of Education.

21. This Invitation to Bid, and all procurement contracts issued pursuant to this Invitation to Bid shall be governed in all respects, validity, construction, capacity, performance, breach and remedy, by the laws of the Commonwealth of Kentucky.

22. All vendors awarded procurement contract pursuant to this Invitation to Bid certify to the Henderson County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, and further that they shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with the vendor’s work pursuant to any procurement contract issued pursuant to this Invitation to Bid, the vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.

PART I: GENERAL CONDITIONS (cont.)

23. By the submission of a bid to the Henderson County Board of Education pursuant to this Invitation to Bid, the vendor certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards. He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the bidder.

24. **The successful bidder agrees to have each employee who will work on school premises in the District submit to a national and state criminal history background check and have each employee obtain a letter from the Cabinet for Health and Family Services stating the employee has no findings of substantiated child abuse or neglect pursuant to the requirements of KRS 160.380(7). The successful bidder agrees to obtain this information at no additional cost to the District and shall supply this information to the District prior to each employee working on school premises in the District.**

25. Every business entity conducting business for a profit in Henderson County, Kentucky but not within the city limits of Henderson, is required to have an Occupational License. This can be obtained at 20 N Main Street, Henderson, KY 42420 or https://hendersonky.us/206/Forms. Please attach a copy when submitting your bid invitation.

HENDERSON COUNTY SCHOOLS
BID NO. 1-27-5-1 ATHLETIC EQUIPMENT AND SUPPLIES

PART II: BID SPECICATIONS

Bidders shall indicate on bid form the percentage of discount off established prices at time of purchase. *(Established prices means the most current prices to the buying public on price lists or schedules inspected by customers.)* Discounts will be on all merchandise sold by successful bidder needed in the various schools or by the Board. Prices may be raised to reflect increased costs to successful bidders, but percentage of discount bid cannot be changed for bid period as established by this invitation to bid. Prices, if any, that may be decreased during the bid period shall also be passed onto the schools or the Board.

Successful bidders shall provide a billing invoice for each purchase that reflects at least the following information:

1. The suppliers' name
2. School, Federal Program or Board of Education and address
3. Date of purchase and shipment
4. Purchase order number
5. Complete listing of all items
6. Bid Price accepted by Board of Education
7. Person making purchase requests

PART III: FORMAT OF BID TO BE SUBMITTED

Please submit one copy of the bid. The following shall be included in the bid.

The bid should be sealed and marked **BID NO. 1-27-5-1.**

PART IV: Certification of Compliance with Bid Specifications

PART V: Official Bid Form

PART VI: Conflict of Interest, Gratuities, and Kickbacks

PART IV. CERTIFICATION OF COMPLIANCE WITH BID SPECIFICATIONS
(**This page must be completed and returned with the bid forms attached**.)

HENDERSON COUNTY SCHOOLS
1805 SECOND STREET
HENDERSON, KY 42420

Board Members of the Henderson County Schools:

In compliance with the REQUEST FOR BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this proposal follow all requirements and technical specifications included in this proposal.

(Please print or type)

Company _____

Address _____

City/State/Zip _____

Telephone _____ ***Toll-Free*** _____

Fax _____ ***E-mail:*** _____

Authorized Signature _____

Printed/Typed Name _____

Title _____

Date _____

RETURN WITH BID

PART V: OFFICIAL BID SUBMISSION FORM

BID SUBMISSION FORM

(Bids must be submitted on this form or an exact duplicate)

PRINTING BID # 1-27-5-1

Part A: Athletic Catalog

General Supplies	Brand	Discount
Baseball		
Basketball		
Cheerleading		
Cross Country		
Dance		
Fishing		
Football		
Golf		
Soccer		
Swimming		
Tennis		
Track		
Wrestling		
Volleyball		
Other (List Below)		

RETURN WITH BID

Part B: SPECIFICATIONS ON SPORTS BALLS

	Part Number	Manufacturer	Price
BASEBALLS Spalding – Spalding Pro (No Substitutes) Per Dozen			
BASKETBALLS - Boys Spalding – Legacy 29.5 (No Substitutes) Per Dozen			
BASKETBALLS - Girls Spalding – 28.5 (No Substitutes) Per Dozen			
FOOTBALLS Spalding – Alpha (No Substitutes) Each			
SOCCER BALLS Select Sport – Royale (No Substitutes) Each			
SOFTBALLS Spalding – Dudley 12 Optic Yellow (No Substitutes) Per Dozen			
VOLLEYBALLS Baden – Baden Perfection (No Substitutes) Each			

RETURN WITH BID

Part C: Uniform Bid

Brand Name	List the Particular sport(s) brand your store carries.	Discount Percentage
A4		
Active Ankles		
Adidas		
Alexandra Collection		
Alleson		
Antigua		
Asics		
Badger		
Bike Athletic		
Capezio/Bloch/Gotta Flurt		
Champion		
Champro		
Cobblestone		
Converse		
DUC		
E3 Sports Apparel		
Easton		
Fila		
Gator		
General Supplies		
Gia Mia		
GTM Direct		
Holloway		
In Sport		
Kaepa		
MF Athletic		
Mikasa		
Mizuno		
Molten		
Nike Clothing		
Nike Footwear		
Perform Better		
Premier		
Puma		

Rawlings		
Reebok Footwear		
Reebok Uniforms		
Riddell		
Rip-It		
Robbins Nest		
Russell		
Schutt		
Spalding		
Speedo		
Sport Source International		
Tachikara		
Tyre		
Under Armour		
Varsity Spirit Fashion		
Wilson		
Worth		
Xenith		
Other (List Below)		

RETURN WITH BID

PART VI. CONFLICT OF INTEREST, GRATUITIES, AND KICKBACKS

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

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 **PART VI. CONFLICT OF INTEREST, GRATUITIES, AND KICKBACKS**

2. 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 any other advisory capacity.
3. 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.
4. 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.
5. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation, therefore.
6. 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.

CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS AS DEFINED IN KRS 45A.445 AND AS PROVIDED FOR IN KRS 45A.455 ARE ABSOLUTELY PROHIBITED. THE PROVISIONS OF THESE STATUTES SHALL BE NOTED AND ACKNOWLEDGED BY THE USERS OF THIS PROCUREMENT DOCUMENT.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of Henderson County Schools, 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 Henderson County Schools 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 ($5,000) 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 Henderson County Schools, 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 ($5,000) 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 $5,000 fine or one (1) year imprisonment or both on conviction.

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Authorized Signature Date

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455 **NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE PROPOSAL FORM IN ORDER FOR YOUR PROPOSAL TO BE QUALIFIED.**

RETURN WITH BID