Salem City Schools

REQUEST FOR PROPOSALS

ISSUE DATE: July 15, 2026

PROPOSAL **DUE DATE AND TIME**: **July 29, 2026 12:00 PM local time**
(The time of receipt shall be governed by the clock at the address below)

Athletic Apparel and Equipment

FOR THE CITY OF SALEM SCHOOL DIVISION

SALEM, VIRGINIA

Signed and sealed proposals should be clearly marked on the outside envelope "**Athletic Apparel and Equipment Proposal Due July 29, 2026 12:00 pm**" and delivered or mailed to:

Mandy C. Hall
Chief Financial Officer
City of Salem Schools
510 South College Avenue
Salem, Virginia 24153
(540) 389-0130
mhall@salem.k12.va.us

Inquiries may also be made to the above contact person and phone number. No phone, e-mail or fax proposals will be accepted.

I. GENERAL INFORMATION

Salem City Schools is seeking proposals from qualified vendors to provide athletic apparel and equipment consistent with the specifications, terms, and conditions herein set forth. It is the intent of Salem City Schools to award a vendor(s) with a one (1) year contract with four (4) one (1) year renewals, not to exceed five (5) years.

II. CALENDAR OF EVENTS

The following is a tentative outline of the schedule for selecting one or more proposers to provide services:

• RFP sent out	July 15, 2026
• RFP responses due	July 29, 2026
• Conduct interviews	August 3 – 7, 2026
• Notice of award	August 7, 2026
• Board approval	September 8, 2026
• Contract to be signed & start service	September 9, 2026

III. SUBMISSION OF THE PROPOSAL

One (1) original and four (4) complete copies will be accepted at and until July 29, 2026 at noon at the Business Office, Salem City Schools, 510 S. College Avenue, Salem, Virginia 24153. Faxed, telephone, or oral bids will **NOT** be accepted. Proposals not received by the date and time listed above will be returned to the proposer unopened. The proposal package must be clearly marked with "**Athletic Apparel and Equipment Proposal Due July 29, 2026 12:00 pm**"

IV. SPECIFICATIONS

Salem City Schools has one (1) high school and one (1) middle school that field teams for the following sports: Football, Basketball, Baseball, Golf, Tennis, Soccer, Cheerleading, Swimming, Volleyball, Softball, Track, Wrestling, Cross Country, and Lacrosse. Apparel needs include game and practice apparel. The high school and middle school anticipate spending approximately $60,000 on equipment and apparel.

Salem City Schools is seeking the best proposal for athletic apparel and equipment such as a percent off catalog, wholesale price, and/or other incentive. A name brand such as Nike, Adidas, or Under Armor is preferred by the high school, but not required. If a discount off catalog proposal is submitted, proposer must include a current catalog showing all items carried with a price.

A sample listing of commonly ordered apparel and equipment is provided below to assist with bidding. This is just a sample and not an exhaustive list.

- Team Backpacks
- Team Bags
- Sports Balls
- Baseball Bats
- Cleats
- Gloves
- Team Hats
- Practice Jerseys
- Shoulder Pads
- Team Polos
- Scorebooks
- Shorts
- Pants
- Socks
- T-Shirts

Orders will be placed directly by the individual schools and should reflect the contract number. All invoices must be submitted direct to the ordering department and must reflect the contract number.

V. QUESTIONS REGARDING THE PROPOSAL

Inquiries may be made to the contact below:

Mandy C. Hall
Chief Financial Officer
Salem City Schools
510 South College Avenue
Salem, Virginia 24153

Telephone: 540-389-0130
E-mail: mhall@salem.k12.va.us

Written responses, including any questions, will be provided on our bid website in the form of an addendum. It is the responsibility of proposer to periodically check our website for any addendum. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

VI. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS - READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS PROPOSAL AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.

Wherever the term Salem City or Schools is used, it is understood to include the Salem City School Board.

ACCEPTANCE OF MATERIAL
Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

ACCEPTANCE OR REJECTION OF PROPOSALS
Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods, or services the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum, or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

ANTI-COLLUSION CERTIFICATION
By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

ANTI-DISCRIMINATION
By submitting their proposals, proposers certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair

Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious beliefs, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; if the faith-based organization segregates public funds into separate accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.IE).

In every contract over $10,000 the following provisions apply:

1. During the performance of this contract, the contractor agrees as follows:
    a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    b) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of item one (1) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

<u>ANTITRUST</u>
By entering into a contract, the proposer conveys, sells, assigns, and transfers to Salem City Schools all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Salem City Schools under said contract.

<u>ASSIGNMENT OF CONTRACT</u>
A contract shall not be assignable in whole or in part without the written consent of Salem City Schools.

<u>AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA</u>
A vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to

lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract. The Schools may void any contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

AVAILABILITY OF FUNDS
It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

BASIS FOR AWARD
Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria stated in the RFP and any other information or factors deemed relevant by the school district, shall be utilized in the final award. Proposers are encouraged to submit proposals that they feel best meet the needs of Salem City Schools. The school district will make the final determination of the proposal that best meets the needs of Salem City Schools.

BRAND NAMES
When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words “equivalent to” are automatically included. However, if a product other than that specified is proposed, it is the vendor’s responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

CASH DISCOUNTS
In determining the award of a proposal, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

CERTIFICATION AND ABILITY
Salem City Schools reserves the right to request from the proposer, a separate manufacturer’s certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability, and financial standing.

COMPLIANCE WITH LAWS
The proposer is responsible for compliance with all Local, State, and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

CONTRACT
Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the proposer's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is

adjudged bankrupt, is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

The City of Salem Schools reserves the right to cancel and terminate any resulting contract upon ninety (90) day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and /or perform all services prior to the effective date of cancellation. Cancellation of the contract would become effective the ninety-first day after notification.

The proposer shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

A Virginia School Data Privacy Agreement will be required as part of any resulting contract.

CONTRACT MODIFICATIONS
Any contract resulting from this RFP may be amended or modified only by a written change order signed by both parties. In accordance with Section 2.2-4309 of the Code of Virginia, no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Salem City School Board.

COOPERATIVE PROCUREMENT
The procurement of goods and/or services provided in this RFP is being conducted pursuant to Virginia Code, Section 2.2-4304. Therefore, the proposer is advised and, by submitting a response to this procurement, such proposer agrees that any resulting contract from this procurement may, in addition to the Salem City Schools, also be extended to other public agencies, public school boards, or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful proposer shall deal directly with each public agency, public school board, or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Participating jurisdictions will place their orders directly with the awardees and will be responsible for arranging deliveries, reconciling discrepancies and invoices, and issuing payment.

Salem City Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful proposer or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

COPYRIGHTS OR PATENT RIGHTS
The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production, or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

Prior to awarding a contract for the provision of services that require the Vendor or its employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that the employee (i) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; and (ii) whether the employee has been convicted of a crime of moral turpitude. (§22.1-296.1 (C).

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

DEFAULT PROVISION

In case of default by the vendor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting vendor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security. Upon written notice, the vendor will have twenty (20) calendar days to remedy the default.

DELIVERY

Time is of the essence for delivery of any items, products, or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

DELIVERY POINT

Unless otherwise indicated, all items shall be delivered F. O. B. destination with delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

DRUG-FREE WORKPLACE

During the performance of this contract, the vendor agrees to (i) provide a drug-free workplace for the Vendor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

EVALUATION CRITERIA

Several factors, in addition to costs, will be taken into account when evaluating proposals:

a) Company background, staffing, and experience: The character, integrity, reputation, judgement, experience, and efficiency of the bidder.
b) References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
c) The quality of performance of previous contracts, products, and/or services.
d) Reporting capabilities.
e) Company financial status: The sufficiency of the financial resources and the ability of the bidder to perform the contract.
f) Proposal Submission completeness and compliance with the specifications.
g) Service and support offering: The ability, capacity and skill of the proposer to perform or provide the service. The ability of the proposer to provide future maintenance and/or service.
h) Price: Pricing shall be a factor in evaluating the proposals; however, Salem City Schools reserves the right to purchase other than low bid.
i) The previous and existing compliance by the proposer with laws and policies relating to the contract.
j) The quality, availability, and adaptability of the goods and services.
k) All samples are subject to product testing.
l) Whether the proposer can perform the contract and provide service promptly.
m) The ability of the proposer to respond to problems and concerns.
n) Delivery.

Salem City Schools shall provide the mechanism for the evaluation of all information received and the final determination of responsible proposers. Salem City Schools also reserves the right to waive informalities and to accept or reject any or all proposals.

Justification for purchase will be made on what is determined to be in the best interest of Salem City Schools as determined by the Salem City School Board’s Chief Financial Officer regardless of price, quality, or any other factors. The school division shall not be obligated to justify its reason for non-selection to proposers whose proposal was not accepted.

FEES INCLUDED IN PROPOSAL PRICE

Submitted proposals shall include in the price, the cost of any business and/or professional licenses, permits, or fees as required by law.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

INSURANCE

1. General Provisions

   The vendor shall purchase and maintain, at its own expense, the following insurance coverages to protect itself and the School Board from claims that may arise out of or result from the vendor's execution of the work, whether such execution be by the vendor, by any subcontractor, or by anyone directly or indirectly employed by them.

   a) Additional Insured: The Salem City School Board, its officers, employees, and agents shall be named as an Additional Insured on the Commercial General Liability and Automobile Liability policies. The vendor's insurance coverage shall be primary and non-contributory.
   b) Notice of Cancellation: Each insurance policy required by this contract shall contain an endorsement stating that coverage shall not be canceled, materially changed, of non-renewed unless at least thirty (30) days prior written notice has been given to Salem City Schools.
   c) Proof of Insurance: Certificates of Insurance (COI) acceptable to Salem City Schools shall be filed with the School Division prior to the commencement of any work or contract execution.

2. Required Coverages and Minimum Limits

   Workers' Compensation & Employers' Liability

   - Requirement: Statutory coverage in accordance with the Virginia Workers' Compensation Act is for all employees engaged in work at the project site. The vendor shall require all subcontractors to provide identical coverage for their employees.
   - Employers' Liability Limits:
     - $500,000 Bodily Injury by Accident
     - $500,000 Bodily Injury by Disease (Policy Limit)
     - $500,000 Bodily Injury by Disease (Each Employee)

Commercial General Liability (CGL):

- Requirement: Coverage must include Broad Form Property Damage, Contractual Liability, Independent Contractors, and Products and Completed Operations. It must cover claims for bodily injury, occupational sickness, disease, death, or destruction of tangible property (including loss of use).
- Minimum Limits:
  - $1,000,000 per occurrence/$2,000,000 general aggregate

Business Automobile Liability:

- Requirement: Required if vehicles will be used in the performance of the contract. Covers owned, non-owned, and hired vehicles.
- Minimum Limits: $1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

INVOICES

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered, and accepted by Salem City. All invoices must show the purchase order/contract number. All vendors need to be properly registered as a payment vendor with the City in order to receive payment and not as an employee of the school division. All vendors previously registered are still in the system as a payment vendor. If no prior business had been conducted, please provide a W-9 form with bid. Payment in advance is prohibited under this contract. Payment may only be made after the delivery and acceptance of goods or services, net 30 after receipt of invoice. The supplier shall submit invoices in arrears.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the proposer for whom I am authorized to act has offered or received any kickback from any other proposer, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the school district, any contact initiated by any proposer with any School representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the proposer from this procurement transaction.

NONDISCRIMINATION OF CONTRACTORS

A proposer shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment or because the proposer employs ex-offenders unless the state agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements form an alternate provider.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer. The proposer shall include the provision of the foregoing paragraph in every purchase order over $10,000 so that the provisions will be binding upon each vendor.

PRICES TO BE FIRM

The proposer warrants, by virtue of proposal, that the prices, terms, and conditions quoted in its proposal will be firm for a period of 60 days from the date the proposals are due. Price should include shipping.

PRICING

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

PROMPT PAYMENT TO SUBCONTRACTORS

In accordance with Title 2.2, Chapter 43, Section 2.2-4354 of the Code of Virginia, the contractor agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the contractor by Salem City Schools for work performed by the subcontractor under this contract:

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under the contract; or
2. Notify the agency and the subcontractor, in writing, of the contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The contractor shall pay interest to the subcontractor on all titles owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from Salem City Schools, except for amounts withheld as allowed in subsection two (2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month. A contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of Salem City Schools.

PROPOSAL

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The proposer shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each proposer is responsible for determining that all addenda have been received before submitting the proposal.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for Salem City Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the school system and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a proposer shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the proposer must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The proposer must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

REFERENCES

All proposer shall include a list of five (5) references, from school districts and/or similar projects only, who could attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of the school district. Typically, only references of the top ranked short-listed proposer or proposer are contacted. The school district reserves the right to contact references other than, and/or in addition to, those furnished by a proposer.

RULING LAW

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled, and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

SIGNED PROPOSAL CONSIDERED AN OFFER

This RFP must be signed as herein provided. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In the case of default by the proposer or contractor after acceptance, the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

SUBMISSION AND RECEIPT OF PROPOSALS

a) To be considered, all must be delivered in a sealed envelope, clearly marked with the words "**Proposal Documents**", and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time. Failure to timely submit such proposal shall disqualify the proposer and such proposal will be returned to the proposer unopened. **No faxed bids will be accepted**.
b) Unless otherwise specified, proposers must use any RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the proposal.
c) Proposals having any erasures or corrections must be initialed in ink by the proposer. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or printed in ink.
d) The original copy of the proposal must not be permanently bound.

By submitting a proposal, the proposer represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of a proposer to receive or examine any form, addendum, or other documents shall in no way relieve the proposer from any obligations with respect to the proposal or any resulting contract.

Salem City Schools shall provide the mechanism for the evaluation of all information received. The School District reserves the right to make the final determination of responsible proposer and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the School District may properly evaluate the capabilities of the proposer to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance which may be required for your participation.

TAX EXEMPTION

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption.

TERMINATION OF CONTRACT

a) The City of Salem School reserves the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain any required insurance.
b) This contract is for one year initially (2026-2027 school year) and renewable annually for a period of four (4) additional years beyond the 2026-2027 school year, for a total of five (5) years, if both parties are in agreement. Either party may cancel this agreement by providing notice to the other party in writing within sixty (60) days of the end of the contract date.
c) The proposer’s representative shall meet annually with the sponsor and principal to set price limits prior to or early in the school year.

WARRANTY/RETURNS

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP ATHLETIC APPAREL AND EQUIPMENT

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line-item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

SIGNATURE SHEET
RFP ATHLETIC APPAREL AND EQUIPMENT

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PROPOSAL.

DATE ______________________________ PAYMENT TERMS – NET 30

COMPANY NAME ____

ADDRESS ____

____

PHONE NUMBER: ____

FAX NUMBER: ____

E-MAIL: ____

FEIN: ______________________________________

VA BUSINESS LICENSE NUMBER: ____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) ___________________________________

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 _________________________________

____

SIGNATURE ____ DATE _____________________

NAME ____________________________________ TITLE ________________________________

REFERENCE FORM
RFP ATHLETIC APPAREL AND EQUIPMENT

Name of Entity ____

Contact ____________________________________ Telephone _______________________

Email ______________________________ Length of Business Relationship ________________

Name of Entity ____

Contact ____________________________________ Telephone _______________________

Email ______________________________ Length of Business Relationship ________________

Name of Entity ____

Contact ____________________________________ Telephone _______________________

Email ______________________________ Length of Business Relationship ________________

Name of Entity ____

Contact ____________________________________ Telephone _______________________

Email ______________________________ Length of Business Relationship ________________

Name of Entity ____

Contact ____________________________________ Telephone _______________________

Email ______________________________ Length of Business Relationship ________________

Salem City Schools
Contractor Certification Form (Can be completed at time of Contract)

The Code of Virginia (Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

I. Certification Section to be Signed by CEO or Designee

I certify to Salem City Schools that to the best of my knowledge that no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Name of Company CEO or Designee ____

Title of CEO or Designee ____

Name of Company ____

Signature of Company CEO or Representative

____

Phone Number (______) _________________ Date ___________________________________

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities

By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Printed Employee Name	Signature	Date

Printed Employee Name	Signature	Date

Note: Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and upon conviction, the fact of such conviction will be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of the person's license to provide such services. The School Board will not be liable for materially false statements regarding the required certifications.