

Request for Proposal UK-2471-25 Proposal Due Date – 12/6/2024

Marching Band Uniforms



REQUEST FOR PROPOSAL (RFP)

		structions, terms and conditions carefully.
PROPOSAL NO.:	UK-2471-25	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	11/6/2024	UNIVERSITY OF KENTUCKY
Title:	Marching Band Uniforms	PROCUREMENT SERVICES
Purchasing Officer:	Patricia Pflug	411 S LIMESTONE
Phone:	859-257-5409	ROOM 322 PETERSON SERVICE BLDG.
Email:	PRPF222@uky.edu	LEXINGTON, KY 40506-0005
IMPOR) BY: 12/6/2024 3 P.M. LEXINGTON, KY TIME.
1 The University's Const	NOTICE OF REC	
this RFP. When the RF Bidders, viewable at ht	FP includes construction services, the University's Gener ttps://purchasing.uky.edu/bid-and-proposal-opportunities	
3. Any agreement or collu		ains, tends to restrain, or is reasonably calculated to restrain competition by
	ixed price or to refrain from offering, or otherwise, is prol	
more than ten thousan	d dollars or be imprisoned not less than one year nor mo	ony and shall be punished by a fine of not less than five thousand dollars nor ore than five years, or both such fine and imprisonment. Any firm, corporation, onviction, be fined not less than ten thousand dollars or more than twenty
<u>/</u> I hereby swear (or affir	AUTHENTICATION OF BID AND STATEMENT OF NON m) under the penalty for false swearing as provided by k	(RS 523.040:
1. That I am the offeror (i authority to sign on its	f the offeror is an individual), a partner, (if the offeror is a behalf (if the offeror is a corporation);	partnership), or an officer or employee of the bidding corporation having
understanding or plan	ned common course of action with, any other Contractor	d has been submitted without collusion with, and without any agreement, of materials, supplies, equipment or services described in the RFP, designed to
	e proposal have not been communicated by the offeror of	or its employees or agents to any person not an employee or agent of the numunicated to any such person prior to the official closing of the RFP:
4. That the offeror is lega		entucky and is not in violation of any prohibited conflict of interest, including,
5. That the offeror, and its 139 to the extent requi	s affiliates, are duly registered with the Kentucky Departi red by Kentucky law and will remain registered for the d	nent of Revenue to collect and remit the sale and use tax imposed by Chapter uration of any contract award;
6. That I have fully inform	ed myself regarding the accuracy of the statement made	
campaign finance laws	s of the Commonwealth of Kentucky and that the award of	alty of perjury that he/she has not knowingly violated any provision of the f a contract to a bidder will not violate any provision of the campaign finance
	CONTRACTOR REPORT OF PRIOR VIOLATIONS OF F	
Chapters 136, 139, 14 continuous compliance	1, 337, 338, 341 and 342 that have occurred in the previ	A485 to submit final determinations of any violations of the provisions of KRS ous five (5) years prior to the award of a contract and agrees to remain in f any contract that may be established. Final determinations of violations of prior to the award of a contract
	CERTIFICATION OF NON-SE	GREGATED FACILITIES
The contractor, by sub maintaining of segrega		with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the
SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office		
DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O.B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID	SIGNATURE:	DATE:

Table of Contents

1.0	DE	FINITIONS	6
2.0	GE	ENERAL OVERVIEW	7
2	2.1	Intent and Scope	7
2	2.2	Background Information	8
2	2.3	University Information	8
2	2.4	Economic Engagement and Procurement	10
3.0	PF	ROPOSAL REQUIREMENTS	12
З	8.1	Key Event Dates	12
3	8.2	Offeror Communication	12
3	8.4	Offeror Presentations	12
3	8.5	Preparation of Offers	12
З	8.6	Proposed Deviations from the RFP	13
З	8.7	Proposal Submission and Deadline	13
З	8.8	Modification or Withdrawal of Offer	14
3	8.9	Acceptance or Rejection and Award of Proposal	14
3	8.10	Rejection	14
3	8.11	Addenda	14
3	8.12	Disclosure of Offeror's Response	14
3	8.13	Restrictions on Communications with University Staff	15
3	8.14	Cost of Preparing Proposal	15
3	8.15	Disposition of Proposals	15
3	8.16	Alternate Proposals	15
3	8.17	Questions	15
З	8.18	Section Titles in the RFP	15
З	8.19	No Contingent Fees	16
3	8.20	Proposal Addenda and Rules for Withdrawal	16
3	8.21	Requirement to Perform Vendor Onboarding and Registration	16
4.0	PF	ROPOSAL FORMAT AND CONTENT	16
4	.1	Proposal Information and Criteria	16
	.2 nter	Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of est Form	17

4.3	Transmittal Letter	. 17
4.4	Executive Summary and Proposal Overview	. 17
4.5	Criteria 1 - Offeror Qualifications	. 19
4.6	Criteria 2 – Services Defined	. 20
4.7	Criteria 3 – Financial Proposal	. 20
4.8	Criteria 4 – Evidence of Successful Performance and Implementation Schedule	. 20
4.9	Criteria 5 – Other Additional Information	. 21
5.0 E	VALUATION CRITERIA PROCESS	. 22
6.0 SI	PECIAL CONDITIONS	. 23
6.1	Contract Term	. 23
6.2	Effective Date	. 23
6.3	Competitive Negotiation	. 23
6.4	Appearance Before Committee	. 23
6.5	Additions, Deletions or Contract Changes	. 23
6.6	Contractor Cooperation in Related Efforts	. 24
6.7	Entire Agreement	
6.8	Governing Law	. 24
6.9 Prac	Kentucky's Personal Information Security and Breach Investigation Procedures and ctices Act	. 24
6.10	Termination for Convenience	. 25
6.11	Termination for Non-Performance	. 25
6.12	Prunding Out	. 26
6.13	Prime Contractor Responsibility	. 26
6.14	Assignment and Subcontracting	. 26
6.15	Permits, Licenses, Taxes	. 26
6.16	Attorneys' Fees	. 26
6.17	' Royalties, Patents, Copyrights and Trademarks	. 27
6.18	Indemnification	. 27
6.19	Insurance	. 27
6.20	Method of Award	. 28
6.21	Reciprocal Preference	. 28
6.22	2 Auditing	. 28
6.23	Confidentiality	. 28

6.24 Conflict of Interest	
6.26 Copyright Ownership and Title to Designs and Copy	
6.27 University Brand Standards	
6.30 Payment Terms	
7.0 SCOPE OF SERVICES	
7.1 Detailed Services Defined	
Illustration #1	
Illustration #2	
Illustration #3	
Illustration #4	
Illustration #5	
Illustration #6	
8.0 FINANCIAL OFFER SUMMARY	
8.3 Alternate Pricing	51

1.0 **DEFINITIONS**

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offerors' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Procurement Services, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky is seeking proposals from experienced and qualified vendors to supply the University with custom made band uniforms for the University of Kentucky Marching Band. The expectations of the University for these Uniforms are that they should be a durable, fully constructed garment. They should wear well and maintain their shape and color for the duration of their use. The University should be able to blend new uniforms with the current uniforms from the initial order from time to time without an obvious difference between the new uniforms and the existing ones. The uniforms should provide the same level of service for approximately 10 - 15 years.

We expect to purchase approximately 300 uniforms for service beginning in July 2025.

In setting forth these specifications it is the intention of the University to offer equal opportunity to all potential offerors. Styles referred to by number and company name are for descriptive purposes only and are not restrictive. The University feels that specified styles, material, linings and sundry items are equally available to all reputable manufacturers.

Purchaser reserves the right to make adjustments as needed after receiving designs and demo.

Uniform Details:

We would like to following included into the design:

- Minimal Parts: Pants, Shako, Jacket (no additional pieces for cummerbund, sashes, gauntlets, or belts)
- Preferred zipper in front for both pants and jacket.
- Snap Hems on pants (bibbers)
- Black Pants (bibbers) for band members
- Primary color of Kentucky Blue Jacket for band members
- UK interlocking logo on the left chest (example in section 7.1)
- Attached white sash going across front of Uniform that says Kentucky
- No Gauntlets however, we would like jackets to look like there is a mock gauntlet
- · Plumes Kentucky blue with silver mylar
- Minimal parts for uniform, no overly complicated construction.
- Image of the State of Kentucky on the back of uniform in between shoulder blades with a heart in the location of Lexington. Between 7 - 10 inches in size.
- UK interlocking logo on the front of the Shako
- Drum Major uniform to include a small white cape draped off left shoulder that says CATS.
- Drum Major Uniform small state of Kentucky on back to account for the addition of the cape.
- White Pants (bibbers) for Drum majors
- Primary Color of White Jacket for Drum Majors
- Attached white sash going across front of Uniform that says Kentucky
- Plumes either blue or white.
- We need to order a wide variety of sizes for drum majors to have at least 10 size options.

2.2 Background Information

The University of Kentucky Wildcat Marching Band (WMB) is one of the largest and most visible student organizations on campus. A UK tradition since the early 1940s, the WMB presents performances before, during, and after all home football games, selected away games, high school marching band competitions and festivals, parades, and other selected events. The WMB was invited to perform for the Opening Ceremonies of the 2008 Ryder Cup golf matches. The band's uniformed performances are seen by over 1 million viewers each fall, both in person and via national television. The WMB uniform must hold up to the rigors of use by a collegiate marching band and must possess a branding and look that will represent the University, School of Music, and University Bands in the highest possible manner.

2.3 <u>University Information</u>

Upon his arrival in 2011, President Eli Capilouto set an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning and academic excellence; fostering a robust research enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and

development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county

region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

The University of Kentucky Board of Trustees on Friday April 26, 2024 approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK will expand clinical and academic programs as well as result in greater access to high-quality patient care for more Kentuckians. St. Claire can continue its 60-year tradition of serving Northeastern Kentucky for decades to come, operating under the name UK St. Claire. St. Claire HealthCare is one of the largest employers in the region, with over 1,200 staff members, including a growing medical staff of more than 125 physicians and nearly 70 advanced practice professionals representing more than 30 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multi-specialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store, and an outpatient center. Additionally, St. Claire HealthCare provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<u>https://www.uky.edu/sustainability/sustainability-strategic-plan</u>).

2.4 Economic Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support Kentucky located vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement.
- Encourage participation of qualified Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.
- Sponsor events to assist Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how Kentucky located suppliers may participate in this Request for Proposal, submit any questions to the Procurement Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	11/6/2024
Deadline for Written Questions	3 p.m. Lexington Time on 11/15/2024
RFP Proposals Due	3 p.m. Lexington Time on 12/6/2024

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via e-mail to:

Ms. Patricia Pflug Procurement Services University of Kentucky 322 Peterson Service Building Lexington, KY 40506-0005 Phone: (859) 257-5409 Fax: (859) 257-1951 E-mail: <u>PFPF222@uky.edu</u>

All communication with the University regarding this RFP should only be directed to the purchasing officer listed above.

3.4 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.5 <u>Preparation of Offers</u>

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Procurement Services website at: <u>https://purchasing.uky.edu/bid-and-proposal-opportunities</u>.

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom should be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors should not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions should be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each <u>clearly marked</u> with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies.
- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each <u>clearly marked</u> with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals should be enclosed in sealed envelopes to the above referenced address and should show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of an offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda should be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to

contract award to anyone outside Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 <u>Alternate Proposals</u>

Offerors may submit alternate proposals. If more than one proposal is submitted, all should be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 <u>Questions</u>

All questions should be submitted by e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.21 Requirement to Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 <u>Proposal Information and Criteria</u>

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals should be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview

- Criteria 1 Offeror Qualifications
- Criteria 2 Services Defined
- Criteria 3 Financial Proposal
- Criteria 4 Evidence of Successful Performance and Implementation Schedule
- Criteria 5 Other Additional Information

4.2 <u>Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of</u> Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer should initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 <u>Transmittal Letter</u>

The Transmittal Letter accompanying the RFP should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview should condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror should submit with their response a summarized profile describing the demographic nature of their company or organization:

- 1. When was your organization established and/or incorporated?
- 2. Indicate whether your organization is classified as local, regional, national, or international.
- 3. Describe the size of your company in terms of number of employees, gross sales, etc.
- 4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- 5. Include other demographic information that you feel may be applicable to the Invitation for Bids submission.

Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity Not Indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	

White	
Other	
Prefer Not to Say	

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

4.5 <u>Criteria 1 - Offeror Qualifications</u>

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors should describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

1. Provide a brief historical perspective on your company (years in business, growth via mergers and acquisitions, key industry innovations). Provide an overview of your company's growth over the past five years.

2. List business owners whose ownership exceeds 5% of the company's value.

3. Describe your office and warehouse locations.

4. Describe the qualities that differentiate your company from your competitors.

5. Provide certified, audited financial statements including a full set of notes as follows:

a. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible for the reasons why, if they are not available.

b. For a private held company, when certified audited financial statements are not prepared; a written statement from the company's certified public accountant,

stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions.

c. If the Offeror has had a contract terminated for default in the last five (5) years, describe such incident. Submit full details for the default, including the other parties' name, address, and phone number. Present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.

4.6 <u>Criteria 2 – Services Defined</u>

- 1. Provide a detailed list of how your company will meet the guidelines listed in Sections 2.1 and 7.1.
- Please provide a sample uniform sketch/drawing/rendering upon submission of this RFP response. Additionally, should your firm be shortlisted, you will be required to produce a sample uniform that meets the specifications outlined in Sections 2.1 and 7.1 of this RFP. In your response, specify the number of calendar days required to deliver the sample uniform per the University's specifications.

_____ Calendar Days

3. Provide the number of days it will take, if awarded the contract, to ship the entire order after approval of the sample and receipt of the necessary details and all measurements.

____ Calendar Days

- 4. Describe the construction methods and materials used in your uniforms, particularly around high-stress areas such as the armpit seams. How do you ensure durability and prevent the hem from becoming unsecured in these areas with frequent movement and wear? Please include any specific reinforcements or design features that address this issue.
- 5. Does your firm offer marching shoes, majorette boots, and marching band gloves?
- 6. Fabric swatches or an exact sample uniform should accompany each bid response. Swatches should be properly labeled to include weight, composition, lot number, and shade number.

4.7 <u>Criteria 3 – Financial Proposal</u>

The Financial Summary Form should contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information should be submitted in a sealed envelope under separate cover.

4.8 <u>Criteria 4 – Evidence of Successful Performance and Implementation Schedule</u>

Provide the following information:

- 1. Describe three (3) References with a contact name. The offeror should grant permission to the University to contact the references.
- 2. The successful offeror shall have adequate representation to accommodate the University account. The representative will have the responsibility to call on the Procurement Services and on other University Departments and resolve invoice discrepancies and other problems that may occur. The above responsibilities will be on an as needed basis unless otherwise specified.

Representative Name: _____

Working Hours _____

4.9 <u>Criteria 5 – Other Additional Information</u>

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements should be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

• Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals should contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 SPECIAL CONDITIONS

6.1 <u>Contract Term</u>

The contract resulting from this RFP should be effective for five (5) years after the contract award and is renewable for up to five (5) additional one-year renewal periods. The total contract period will not exceed 10 years. Annual renewal should be contingent upon the University's satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract should be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 <u>Competitive Negotiation</u>

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such a waiver should in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief

Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence should not be interpreted as a modification to the contract.

6.6 <u>Contractor Cooperation in Related Efforts</u>

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, should be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 <u>Kentucky's Personal Information Security and Breach Investigation Procedures and</u> <u>Practices Act</u>

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 <u>Termination for Non-Performance</u>

<u>Default</u>

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- 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 Contractor in any
 proceeding filed by or against contractor thereunder. In the event of any such involuntary
 bankruptcy proceeding being instituted against the Contractor, 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 Contractor 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 Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure may be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' 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 that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation Employer's Liability Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract Business Automobile Liability covering owned, leased, or non-owned autos

LIMITS

Statutory Requirements (Kentucky) \$500,000/\$500,000/\$500,000 \$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 each occurrence (BI & PD combined)

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of

these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 <u>Reciprocal Preference</u>

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 <u>Auditing</u>

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.23 <u>Confidentiality</u>

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror should declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror certifies that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belong to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at http://www.uky.edu/prmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <u>https://ukhealthcare.uky.edu/staff/brand-strategy</u>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and may be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.30 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

- The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <u>https://www.uky.edu/ufs/payment-plussupplier-enrollment-form</u>.
- 2. Payments by check. Payment terms for check payments are Net-30.
- Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-30.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

A. General

Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size from the information supplied by the company representative. This is done for a better year to year fitting program and allows more fitting flexibility. Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative at the University.

B. <u>Shipping</u>

Uniforms are to be shipped on wishbone style hangers. Hangers are to be hard plastic, not wood. Wooden hangers have a tendency to pick and pull the fabric, and they are not acceptable. The hangers should be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform should be delivered in its own clear polyethylene bag to prevent soiling. Uniforms should be delivered in 200 lb. test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton will be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.

All shipping/freight fees should be included in the final cost of the items.

C. <u>Identification</u>

Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Coats, trousers, and blouses are to have woven numerals. Trousers are to include inseam and waist information for future reference; coats should have chest size and length indicated on a linen ticket. The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information should include chest size, height, weight, and inseam for each uniform. Bound in the identification record should be a size chart for use as reference for purchase of future uniforms.

D. Inspection

All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut and specifications, trim and details to be critically checked for each individual garment before shipment. Buttons to be applied and sewn at that time.

E. <u>Fabric Verification</u>

Fabric swatches must accompany each bid response, unless an exact sample uniform has been provided. Swatches should be properly labeled to include weight, composition, lot number, and shade number. When using wool or Dacron/wool materials, a "Kaumagraph" MUST appear on the back of the fabrics (except white) insuring a first quality fabric. The "Kaumagraph" used on sample uniforms made of Dacron/wool and 100% wool fabric is found on the inside of the garment.

NOTE: "Kaumagraphs" need not appear on fabric swatches.



F. Verification of Fabric Processing and Stabilization

Any Dacron/wool blend fabric from any vendor should be professional cold water and alcohol sponged, decated, and inspected. Proposer should submit in writing with their proposal response, certification that the Dacron/wool blend fabric will have undergone this fabric stabilization prior to manufacture of the uniforms.

The company actually performing the stabilizing process should be indicated, with an individual or officer of said company to contact for verification of processing.

As Dacron/wool garments having not undergone such processing can experience significant and excessive shrinkage, proposers not providing such a sponging treatment and certification in this proposal will be deemed non-compliant.

G. Coat Specifications

Patterns

Patterns are to be graded, marked, and cut using a computerized system to insure continuing consistent and accurate pattern pieces.

Patterns are to cover a full range of sizes, including male, female, short, regular, long, and extra long from size 26 to 65.

Innerlining

The interlining is the foundation of the coat and is to carry with it a complete limited lifetime warranty.

The interlining is to consist of 4 layers.

The principle layer of the coat front is formed of preshrunk highly resilient natural hair canvas of 7.5 ounce per square yard. The hair content is 32% rayon, 29% cotton, and 3% polyester. The weft and filling yarns are spun from 45% hair, 50% rayon, and 5% polyester to provide superior shaping resilience and bounce. The Hymo canvas is cut and individually shaped to fit each coat, both the left and right coat fronts.

The second layer is an additional chest piece of 4.53 ounces per square yard Monoflex. It is to be 6" x 7 $\frac{1}{2}$ " in dimension. This piece is specifically designed as shoulder reinforcement in finely tailored garments to maintain the shape of the shoulder and chest area of the coat.

The third layer is unique, being of the same natural canvas as the coat front. It is wider than the Monoflex and extends deep into the coat front for resiliency in this area.

The fourth layer, or felt chest piece area, is a heavy 4.2 ounces per square yard needle punched, supported felt. It extends 14" or more from the shoulder seam. Its shrink proof, non-woven characteristics adds more resilience to the chest and area below the armhole.

The entire four-layered interlining is sewn together with 8-10 rows of zigzag stitching. (304 zig zag stitch) at 8-10 SPI with Tkt.30 thread.

For white and translucent light colors of shell fabric, the interlining is to be constructed as above with an additional top layer of white Poly-sil. This layer is used to prevent shadowing of the natural canvas through the outer shell fabric. It is to be 2.9 oz./sq. yd. and a construction count of 78 warp x 54 fill with a fiber content of 50% poly/50% preshrunk cotton.

Under no circumstances is the Hymo and sewing operation to be substituted with a fusing or gluing operation.

Under no circumstances is a white synthetic coat canvas to be used as an interlining, in lieu of the specified Hymo/Monoflex layers.

Shoulder Pads

Shoulder pads are to consist of heavy density, 100% PREMIUM grade preshrunk "Harsh" quality combed Indian cotton ("Harsh" quality being resilient, bouncy).

It is a large semi-oval shape, approximately 10" x 7" on extended shoulder patterns. Dimensions for regular shoulder patterns are to be approximately 4 $\frac{1}{2}$ " x 7 $\frac{1}{2}$ ". Single needle lockstitch (301 lock stitch) 8-10 SPI Tkt. 30 thread.

The entire pad is covered with a print cloth, and quilt stitched throughout to prevent wadding.

Shoulder pads consisting of multiple layers of needle-punched preformed polyester are not acceptable.

Stay cloth is not acceptable for the shoulder pad, due to stiffness.

Sleevehead Pad

There is a 1 ³/₄" sleeve head pad of preshrunk combed cotton sewn into the armhole of the coat assembly. Single needle lock stitch (301 lock stitch) 8-10 SPI tkt.24 thread.

It is reinforced with soft white percalaine and two sections of cotton fill.

Strips of coat canvas are unacceptable for use as sleeve-head padding.

Lining

Coat linings are to be computer graded, marked and cut from a separate set of patterns designed specifically to fit the particular style of coat. Linings are not to be cut from coat patterns and then cut down.

Lining material is to be the highest quality 100% polyester twill; non-toxic, perspiration resistant, color fast, and non-shrinkable. It is to fully dry-cleanable.

There is a pleat down the center back in the shoulder area to allow fullness. All lining operations to be sewn with a single needle lockstitch (301 lock stitch) 8-10 SPI Tkt. 40 thread with .375" seam allowance on center front and shoulder seams. .625" seam allowance on center back and side seams.

The lining is sewn and or tacked around the armhole. The sleeve is to be "felled" LSc-1 seam using a (401 chain stitch) Tkt. 30 nylon thread, into the top of the armhole, which allows fullness, evenness, flexibility and strength.

The bottom half of the armhole is single needle lockstitch (301 lock stitch) 8-10 SPI Tkt.40 thread for strength in this high stress area.

Perspiration Shield (See Illustration #1)

The perspiration shield is secured in the lower part of the armhole and is approximately 4" square.

It is made of an absorbent wool flannel, consisting of 100% wool material. It is to be double sponged to prevent shrinkage.

The shield is edged all around with a pre-shrunk bias poly/cotton finishing tape cut size 1.125" to finish .25" and completely sewn into the armhole area. Single needle lockstitch (301 lock stitch) 8-10 SPI Tkt.24 thread. Merely "tacking" the shield to the lining is not acceptable.

Shields made of scraps from cutting the outer coat whipcord fabric are not acceptable.

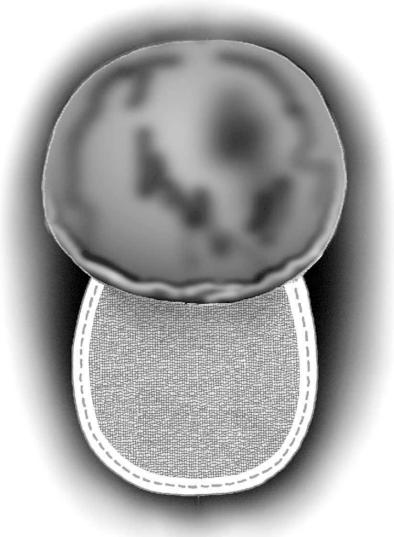


Illustration #1

Pockets (See Illustration #2)

All inside pockets are to be cut, sewn, and turned automatically with a Durkopp 745 double piped lock-stitch (301 lock stitch) 8-10 SPI, Tkt.40 thread machine and reinforced with a Binder Bonded sew-in 8.5 g/m, 60 PES 40CV non-woven fabric.

Pockets are to be constructed with hidden inside bar tacks with welts of the same outer fabric as the coat. .375" x .0937" 28 stitch bar tack.

There is a 1 $\frac{1}{2}$ " whipcord fabric extension down into the pocket from the opening edges.

Pocketing material is to be 78 x 54 count twill 70/30 poly/cotton black fabric.

Pocket is to be "bagged" with no open seams at the bottom.

Pockets made of lining or lightweight material are not acceptable.

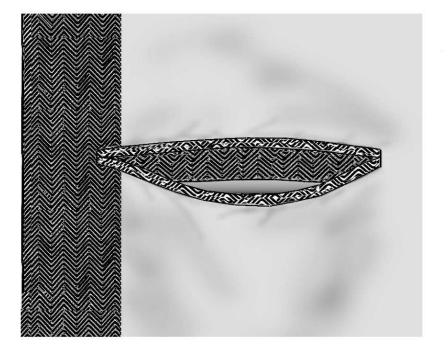


Illustration #2

Taping

Seams that are subject to usual stress are to be taped with a natural preshrunk cross-wound 100% cotton tailoring tape. .125" wide.

Areas to be taped are down the inside coat front, extending around bottom sides and back, and around the armhole. There should be a 3-4" area at the upper back shoulder area of each sleeve seam, where the cloth tape is omitted. This allows proper "Stretch" across the shoulders during arm lift maneuvers. Sewn with a single needle lockstitch (301 lock stitch) 8-10 SPI Tkt.24 thread.

Sleeves

The sleeves are sewn in using a single needle lockstitch (301 lock stitch) 8-10 SPI Tkt.40 thread into the armhole.

Sleeves are computer cut utilizing a 60/40 pattern model to provide a more accommodating fit. They will be pitched forward 3-4 degrees in the armhole to allow for the arm-lift associated with playing a musical instrument.

The cuff, or hem, is to have a generous 2 ½" turn-under consisting of fabric and lining secured and constructed to allow easy altering of sleeve length. This is done utilizing an "easy alter" chain stitch. (103 blind stitch) Tkt.24 thread

Possibility of snap adjustments on sleeves.

Shoulder Loops

Shoulder loops are to be computer controlled cut to insure uniformity and are cut in two pieces.

Shoulder loops are to be reinforced on each layer with heavy non-woven fabric.

They are sewn together on the inside, turned, and topstitched all around the edge body and durability. Single needle lockstitch (301 lock stitch) 8-10 SPI tkt.24 thread.

All buttons for attachment of shoulder loop and accessory items will be reinforced with 17 ligne back-up buttons. Sewn with a 28 stitch button sew tack tkt 90 thread.

Trim

Coat front trim single needle lockstitch (301 lock stitch) 8-10 SPI tkt 24 thread with ends backtracked 3-5 stitches ((braid, Bright poly nylon 4 and 6 line), (welts, appliqués), (embroidery, using Tkt 27 embroidery thread, with heavy weight 1.8 oz. tear away backing stabilizer)) is to be applied only through the outer fabric. That is, it is NOT to be sewn through the chest piece four-layer interlining, or the polyester twill coat lining. All trim is to be sewn before the lining is joined to the coat.

Any trim using ¼" unfilled tubular braid is to be applied with a FB or FBN cornely using polyamide machine twist size B thread straight 2 needle lockstitch machine, with 8-10 SPI then it is applied in cloverleaf's, turned edges or other circular designs. The benefits of such application provide that the trim (A) lays flat to the fabric surface, and that (B) the stitching is equidistant from each edge along the entire border of the trim. Using a single needle stitch sewn twice is not acceptable. Trim applied with only one single needle stitch in the center is not acceptable.

Hard Collar (See Illustration #3)

The inner core foundation of the standing collar is 1400G IWC polyester Mylar.

There is a laminated layer of non-woven #9 white, 100% PES, air laid, needled, weight 78 g/m interlining on the inboard side of the entire foundation.

A stainless steel #7960 size 30 double riveted eyelet, and a size 10-nickel hook and eye is to be the front closure. The hook and eye is riveted through the Mylar, and two layers of collar lining material. It is to be placed at the optimum angle to insure proper tension and comfort.

A "sewn" hook and eye is not acceptable.

The collar lining consists of two layers of Cramer ton fabric, which is 65% polyester and 35% combed cotton, pre-shrunk and non-wicking. Stain blocker, 5 oz. plain weave poplin with a CRF repellant finish.

Seven SX 70 snap studs are placed through both layers of the collar lining material. The snaps are supported on the inside by the laminated non-woven interlining which also serves as a protective layer between the Mylar and the snaps. Snap sockets applied to the collar lining are unacceptable.

The outboard side of the standing collar is to be covered with a whipcord fabric, as specified by the design specifications.

The top edge of the Mylar base is bound with Cramerton fabric cut size .872" to finish .25" and has a finished welted seam (301 lock stitch) 8-10 SPI Tkt. thread on each side. The whipcord fabric is doubled over the top of Mylar base, along with the two layers of collar lining, and stitched along the top edge. This 5-layer construction results in a "beaded" edge and serves as a protection all along the top edge of the liner. This is accomplished with a SINGLE row of locked stitching through the Mylar base.

A single layer of fusing tape or bridle-tape is not sufficient protection in this area and is not acceptable.

The bottom edge of the standing collar is to be sewn through and through, to attach the double layers of Cramerton lining to the outer layer of whipcord. This row of stitching is immediately below the bottom edge of the Mylar foundation. Single needle lockstitch (301 lock stitch) 8-10 SPI Tkt.24 thread.

Construction of the collar in this manner provides the most dimensionally stable garment, without the additional rows of needle holes.

Braid trim, fabric welt, and embroidery are to be applied to the outer fabric of collar before assembly. This prevents sewing the trim "through" the Mylar core with additional rows of needle holes.

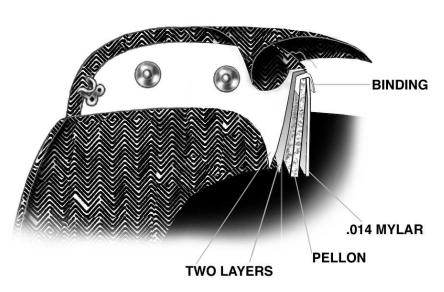


Illustration #3

Collar Liner (See Illustration #4)

The fabric used in the construction of the washable snap-in, replaceable liners is two layers of VISA treated 11.5-oz./lin yd, 2x2 twill 100% polyester 70 x 58 twill whipcord. The VISA treatment offers soil release properties in this washable part of the garment.

The liner is to be computer graded, marked and cut in a curve to allow it to lie properly against the neck of the wearer.

There are seven 16 ligne HBR closed socket, nickel and 16 ligne HBR OPR std. leg gripper snaps evenly spaced and secured through both layers of liner fabric. These are to match up with 16 ligne HBR T Rolled studs nickel and 16 ligne post gripper snaps on collar lining.

The top, bottom and rounded side edges of collar liner is to be bound with a finished binding of non-absorbent Cramerton fabric. Cut size .875" to finish .25", single needle lockstitch (301 lock stitch) 8-10 SPI Tkt. 24 thread.

There is to be a bar tack at each end of the binding. .375" x .1875" 28 stitch bar tack Tkt. 40 thread.

The liner is to be positioned to extend .125" above the whipcord collar fabric.

Each liner is to be sized to corresponding collar and numbered to match coat size.



Illustration #4

Seams

Coat is to be completely machine stitched except is areas where specific hand sewn operations are required.

The ends of all seams are to be backtacked not less than .25" or 2-3 stitches.

Coat back is constructed with either a 2-piece back or 4-piece back, if needed, to facilitate insertion of contrasting color panels, trim, etc.

Thread:

Threads for seaming are to be 50/3 tkt.24 cotton wrap core thread, 70/2 Tkt.40 poly wrap core thread, or 100/2 Tkt.60 poly wrap core thread based on the strength requirements of the type of seam.

All threads are to be heat resistant, vat dyed, sun-fast, and dry-cleanable and moisture proof.

Buttons/Buttonholes

High-quality metal buttons 24, 30, 36 ligne to be used where specified and are to be attached by sewing, (301 lock stitch) button sew tack, #2949 split ring and #2948 flat washer, or #2950 toggle and #2948 flat washer.

Buttonholes are to be manufactured using the cut-first method. The hole is to be cut-first, and the edge is to be covered with gimp and purl stitch to cover the fabric and inner canvas edge to give stability. The tail of the buttonhole is to be barracked for reinforcement. Using (101 stitch) Tkt.24 thread.

Zippers

Zipper is to be heavy-duty #5 brass with an auto-locking pull-slide. Tape is to be 1.1875" wide.

Zipper is to be barracked top and bottom .375" x .0937" 28 stitch bar tack and sewn to facing surface, not sandwiched in between shell fabric and facing. Using single needle lockstitch (301 lock stitch) 8-10 SPI tkt.40 thread.

Fusing

When sleeve cuff trim is utilized, the lower sleeve is to be reinforced from the cuff bottoms, up as needed.

H. Sequin Baldric Specifications:

Patterns

Baldric patterns should be marked, graded and cut using a computerized system to ensure accuracy to fit to its respective band uniform jacket.

Binding

Edges of baldrics with trim on the sides should be sandwich bound with matching binding. All binding is to be 50/50 Polyester/Cotton blend Broadcloth bias cut. Sewn on using (304 zig zag stitch) 8 SPI Tkt 30 thread.

Trim

Trims wider than $\frac{1}{2}$ " should be sewn on with a zigzag stitch (304 zig zag stitch) 8 SPI on EACH edge of the trim. Straight stitching is unacceptable.

Backing

A heavy-duty canvas #10 army duck, natural untreated 100% cotton backing is to be used for shape retention and durability. Lightweight canvas or gabardine fabric is unacceptable.

Base fabric is sequin sewn down to its background fabric (glued-on sequins are NOT ACCEPTABLE).

I. <u>Bibber Trouser Specifications (B566 & B568)</u>

Patterns

Bibber trousers are to be cut in a full-length pattern, allowing extra fullness at the waist area to accommodate a generous fit throughout the range of sizes. Snap Hem preferred.

They are to utilize both MALE and FEMALE patterns. Computer graded, marked and cut for consistent size and shape.

There are to be two darts in the seat and waist area, measuring approximately 10" on a 38R sample. Using single needle lockstitch (301 lock stitch) 8-10 SPI, 2-3 stitch backtack at the start and finish of dart, Tkt.24 thread.

Shoulder Straps

Bibber is to be adjustable at the shoulders by means of a one-piece molded indestructible polymer slider.

Slider is to be permanently fixed to the double-ply shoulder straps. Using 4 - .5" x .0938" 28 stitch bar tacks. 2 across the width and one up each side of strap.

Straps are turned and finished with a lockstitch (301 lock stitch) 8-10 SPI Tkt.24 thread on each edge, set in 1/8".

Width of shoulder strap is to measure no less than 1 $\frac{1}{2}$ " and be a minimum of 14" length for maximum adjustability.

Innerfacing

The upper portion of the bibber is to have a facing front and back with all exposed fabric edges tightly surged (504 over edge) 10-12 SPI Tkt.245 thread to prevent raveling.

Front Closure

The inside of the right fly is to be lined with a layer of durable 78 x 54 count twill 70/30 polyester cotton materials. It is to extend beyond the four-way crotch assembly. Edge turned under and sewn onto the inside outlet using single needle lockstitch (301 lock stitch) 8-10 SPI tkt.24 thread.

The left fly is to be reinforced with 4310 Harodite fusing to provide permanent shape retention and durability. It is to be bound with a preshrunk, 3125" finish size bias cut, tape for appearance and durability. Set with single needle lockstitch (301 lock stitch) 8-10 SPI tkt.24 thread.

There are to be three bartacks at the base of the fly for additional reinforcement; two vertical bartacks on the lower front fly interior and one horizontal bartack at the bottom of the lower front fly exterior. .375" x .1875" 28 stitch bartack with Tkt.40 thread.

The fly zipper is to be 4.5 SOLID BRASS zipper chain of Y.K.K. quality with a brass semiautomatic lock slider. There is to be a #3 hardened brass wire stop at the base of the zipper.

The front fly is to be secured at the top of the waistband with two stainless gripper snaps; placed above the zipper terminal. "Hook flex" #8 hook and #85 eye is also available, if requested.

Crotch

There is to be a "four-way" crotch reinforcement consisting of 78 x 54 count twill 70/30% polyester-cotton pocketing cut on the bias for strength.

There are to be four, two-ply sections, one on each side of the fly, seat seam and inseams. Attach using .1875" ga. 3-thread over edge stitch (504 over edge) tkt.24 thread to each panel before seaming.

Crotch area is to be clean finished with no extra fabric extending from tops of inseams.

Trousers having merely a two-way reinforcement or no reinforcement at all are not acceptable.

Legs

Trouser legs are to be finished at the bottom with a 3" turn under to allow alternation for future growth. Legs are cut straight down from the knee, resulting in a circumference of 19" at the finished bottom edge (standard 38R size).

The hem is to be taped all around with a pre-shrunk bias polycotton finishing tape, 2.25" cut size to finish .625" then blind stitched (103 blind stitch) 3-4 SPI tkt.30 thread for appearance and ease of alterations. Taping all around provides a clean finished edge for full-length use, as well as protecting the fabric edge completely. Simple flat taping with a rayon hem tape is unacceptable.

The outseam of each trouser leg is to be a safety stitch .75 ga. (516 safety stitch) seam, or "blue jean" stitch. This type of seam is much stronger than the traditional "busted" seam and adds strength and stability to the "stripe side" of the leg. Flat pressed or "busted" seams in this area are unacceptable.

The inseam of each leg is to be a flat pressed or "busted" seam whereby both ends of the fabric are stitched together (401 chain stitch) 8-10 SPI tkt.40 thread and pressed back flat. This is necessary to facilitate alteration of the trouser within the seat and upper thigh area.

Serging

All edges of seams and outlets are to be surged (504 over edge stitch) 12 SPI tkt.24 thread in a professional, high quality manner, eliminating the possibility of raveling.

Threads

Threads for seaming are to be 50/3 tkt.24 cotton wrap core, 70/2 tkt.30 poly wrap core, or 100/2 tkt.40 poly wrap core, based on the strength requirements of the type of seams.

Pockets

FOB watch pockets, when specified, are to be the same precreased pocket 78 x 54 count twill 70/30% poly cotton and are to be bartacked .357" x .1875" 28 stitch bartacks at the two upper corners.

Pocketing material is to be 78 x 54 count twill 70/30 poly cotton; black.

Pockets constructed in a "sandwiched" or "bagged" fashion are unacceptable.

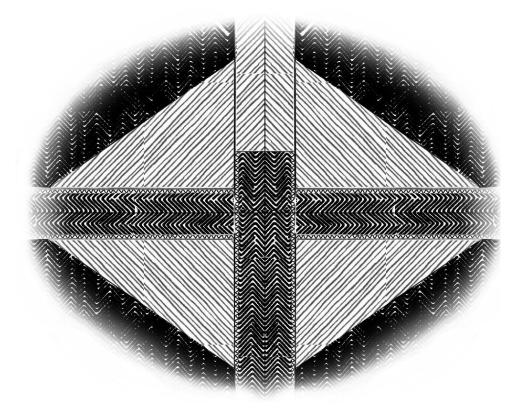


Illustration #5

Illustration #7

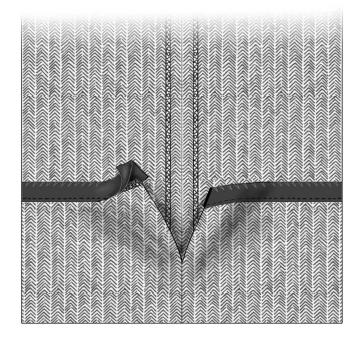


Illustration #6

J. SHAKO Headwear Specifications

All shako products both fur and West Point styles are to be manufactured to Ashley quality standards as follows:

Hats should have securely sewn construction using no brads or staples in shell to create discomfort.

The bottom bands are to be tucked and sewn (not stapled) to insure against pulling out or frayed edges.

The back seam should be doubled reinforced 1" from the top and 1" form the bottom.

The drawstrings are to be polypropylene tipped and are to be extra long.

The inside shells should contain a rubber additive to guard against cracking and to increase comfort to the wearer. The lack of this additive will produce a brittle shell composition and consequently an inferior base subject to a number of problems in both high and low climate extremes.

All units are packaged in a "strong box" case. It is to be composed of high impact styrene and capable of withstanding 300 pounds of pressure. It is to be waterproof, snap-latched with an injection molded body and handle.

Plume sockets, when requested, are to be made of unbreakable nylon.

Special shako features should include:

Heavier eyelets with washers on the back in the sweatband to strengthen the lace holes and protect against ripping and tearing of the hose in that sweatband.

The back seam is double reinforced to strengthen and guard against splitting, tearing or exposing the inner shell during changes in weather conditions.

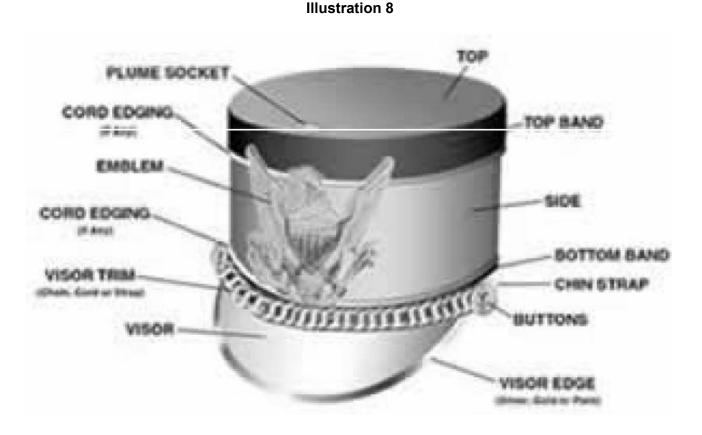
The outer covering whether vinyl or fabric is used, should be fastened to the shell by bar tacking before applying the sweatband. This prevents the staples from weakening the shell or causing discomfort to the wearer.

The visors are to be constructed of only laminated materials, not plastic, and should be sewn on to insure against cracking and discomfort. The use of plastic visors is not permitted as tests have clearly proven that cross hatched one piece visors will discolor and lose strength as a result of ultraviolet sun rays during wear.

All buttons are metal only with reinforced back and extra long prongs. No soldered or plastic buttons are acceptable.

Fur covered shakos will have an imitation bearskin covering with approximately 1" pile. Fur is to be 75% acrylic and 25% modacrylic with 100% poly backing. Weight is 27 oz. per yard. This material meets flammability requirements and is washable.

Plastics used for headwear products are hi-impact, multi-layered super tough materials that are extruded using advanced resin technology and state of the art systems. These components utilize proprietary extrusion systems to synchronize orientation levels and increase the product elongation and impact strength. They have passed 94HB Underwriters Laboratory standards.



K. Uniform Management System

The band uniform order is to be accompanied by a Uniform Management System program with the following features:

Customer information is available via:

Uniform Management System program – USB or Internet Download Customer Data – Internet Download

The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continuing basis as sizing needs change. The program will contain an AUTO-ASSIGN feature which automatically assigns uniform pieces to the students based on their entered measurements. This feature, after assignation, will generate a list for the uniform manage of items that are not contained in current inventory. In addition, the student database will include full contact information and address label generation. The system will also generate student uniform rental/usage agreements as per needed. The Uniform Management System should provide ONLINE/TELEPHONE technical support FREE OF CHARGE. Software updates will be available 24 hours a day, 7 days a week via the internet site.

Style Specifications

A. <u>Coats</u>

Style: Waist Length, Hard Collar Fabric: 100% Polyester – 14 oz. Shade: 2893 Royal (Band) and White for Drum Majors Closure: Concealed center zipper closure (under the coat flap) with three (3) snaps.

Front – of 2893 Royal Polyester. Coat to be cut 1 $\frac{1}{2}$ " shorter at the sides with extreme single point in the front. Front Seamless Canopies of 9123 White Polyester. Two (2) rows of $\frac{1}{4}$ " Black 2474 Braid set flush to the outside edge of canopies and spaced 5/8" apart. Set on the center front with the Logo to be set down 2 5/8" down from the base of collar, special style staggered and interlocking letters "UK" in 2893 Royal with black and white embroidery. Logo is approximately 10 $\frac{1}{2}$ " wide by 7 $\frac{1}{2}$ " tall.

Illustration #9



Back – of 2893 Royal Polyester. Cut straight across the bottom. Seamless Canopies of 2893 Royal Polyester. Two (2) rows of $\frac{1}{4}$ " Black 2474 braid set flush to the outside edge of the canopies and spaced $\frac{5}{8}$ " apart. Space between the welts to billed with $\frac{5}{8}$ " welt of 9123 White Polyester. State of Kentucky on the back in between shoulder blades, with a heart in the location of Lexington. Drum majors, smaller state, cape draped off left shoulder that says CATS.

Collar – of 2893 Royal Polyester with black collar liner. One (1) row of 3/8" White 7489 Braid with row of 1/4" Black 2474 braid set superimposed thru the center, around top and down front, set in 1/8" from edge.

Shoulder Loops – of 2893 Royal Polyester. One (1) row of 3/8" White 7489 Braid with row of 1/4" Black 2474 braid set superimposed thru the center, all around the loops, set in 1/8" from edge. Loops to close with 24/Nickel Lyre buttons.

Shoulders – set on the left shoulder, 4" tall special Logo in White.

Illustration #10



Sleeves – of 2893 Royal Polyester. Curved top sleeve plaque of New Black Polyester. Set flush to top edge of the plaque, two (2) rows of $\frac{1}{4}$ " Black 2474 braid space 5/8" apart and filled with 5/8" welt of 9123 White Polyester. Trim goes all around the cuff.

B. Bib Trousers

Style: Bib Trousers Fabric: 100% Polyester – 14 oz. Shade: New Black (Band) Drum Majors (White) Lining: Unlined Pockets: Patch pocket sewn in on right inside facing for flip-folder, 7" wide x 8" deep. Adjustable Waist: No Suspender Buttons: No Belt Loops: No 4-Way Reinforced Crotch: Yes French Fly: Yes Woven ID Numeral: Yes

Description: Adjustable hem with snap tape.

C. Shakos w/ Ornaments

Style: Scoop top, West Point Shako

- Fabric: Top of Black Leatherette, Both bands of New Black polyester, sides of 2893 royal polyester.
- Visor: Black with silver mylar edge

Ornament: UK or Cat head Logo

Chinstrap: Black with nickel buckle

- Trim: White cordedge on the inside edge of the top and bottom band. Nickel Lyre side buttons with prongs. Plain Silver Reflects Band.
- Description: Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

D. Plumes

Style: 10" French Fountain in Blue with Silver mylar.

E. Garment Bags

Description: 210 denier nylon, 27" x 46" size, dual handles for portability, vent grommet to let the garment breathe, ID window, 2 zippered accessory pockets, one color screen print logo (to be determined).

8.0 FINANCIAL OFFER SUMMARY

Quantity	Item	Unit Price	Total Price
300	Coats	\$	\$
300	Bib Trousers	\$	\$
300	Shakos w/Ornaments	\$	\$
300	Shako Cartons	\$	\$
300	Plumes	\$	\$
300	Garment Bags	\$	\$
300	Hangers	\$	\$
1	Uniform Management System	\$	\$
1	Dozen, 24/Nickel Lyre Buttons	\$	\$
	Total:	\$	\$

Offerors are to provide a fixed price for the services offered.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

The University is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire University graduates, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.