



Bay District Schools
 Purchasing Department
 1150 West 17th Street
 Panama City, Florida 32405
 850-767-4207

INVITATION TO BID (ITB)

DUE DATE: Bids due at 11:00 a.m. Central Time (CT):

January 15, 2025

ITB NO.:

25-05

RELEASE DATE :

December 20, 2024

POSTING DATE FOR AWARD

RECOMMENDATION.:

(on or about) January 28, 2025

Bids must be submitted to the Purchasing Department and received **on or before 11:00 a.m. CT** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:

Band Uniforms – Rutherford High School

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this ITB except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about **January 25, 2025**.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

Bid Bond

Descriptive Literature

Licenses

Manufacturers Authorization

References

Bidder Questionnaire

Other _ Sample Uniform

Note: If your firm wishes to not submit a bid in response to the ITB, but remain on our bidder list, please complete and return, via mail or fax, this page of the ITB indicating "No Bid".

General Conditions:

1. SEALED BID REQUIREMENTS: The "Bidder Acknowledgement Section" must be completed, signed and submitted with the bid, the Bid Sheet(s), and any other pages upon which information is required must be completed and submitted with the bid. The District reserves the right to reject any bid that fails to comply with these submittal requirements. It is the bidder's responsibility to assure that his bid is delivered at or before the appointed time and to the appropriate place of bid opening. **THE BOARD WILL NOT BE RESPONSIBLE FOR BIDS NOT SO DELIVERED.** The completed bid must be submitted in a sealed envelope with the name and bid number clearly typed or written on the front of the envelope. Bids must be time stamped in the Purchasing Department on or before the bid due date and time to be considered. Bids not meeting this requirement will be returned unopened to the bidder. All corrections must be initialed.

2. ADDENDUM: Any changes to bid specifications will be communicated in writing by the Board. No change will be considered binding unless so provided.

3. OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

4. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

5. COLLUSION: The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one bid from an individual, partnership, corporation, association, firm or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be interested. Any or all bids will be rejected if there is any reason to believe that collusion exists among the Bidders.

6. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

7. PRICING QUOTED: Prices shall be firm, net of all discounts and in the units specified. All prices shall include delivery charges, FOB Destination (bidder pays and bears freight charges.) Award will be in accordance with the terms and conditions stated herein.

a) The District does not pay Federal Excise and State Taxes. The applicable exemption number is shown on the purchase order.

b) Bidders are expected to examine all specifications, delivery requirements, bid prices and extensions and all instructions. Failure to do so will be at bidder's risk.

8. ALTERNATE PRODUCTS: Bidders offering quotations on items other than the specified brand and model number shall provide complete descriptive literature in sufficient detail to indicate clearly that the item bid meets or exceeds the specifications. Failure to supply such information may result in rejection of your bid on the item in question. The District may require provision of a sample. The Board reserves the right to determine the acceptability of any item offered as an equivalent to a specified item.

9. SAMPLES: When samples are called for, they must be provided free of expense to the Board. Samples will be provided in the quantity and to the place specified. If not destroyed in evaluation, a bidder may have samples returned at their expense. The Board will dispose of any samples not claimed within 60 days of bid opening.

10. AWARDS: In the best interest of the District, the District reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. NOTICE of AWARD: Upon the receipt of the notice of award, within (7) seven working days, bidder shall sign and return said notice to the District, as acceptance, agreement to, all terms, conditions, requirements and specifications of the bid listed herein.

12. EXAMINATION of DOCUMENTS: Bidders shall be solely responsible to thoroughly examine the bid document, to conduct such investigations, to thoroughly inform themselves, relative to compliance with the requirements, conditions and specifications of the bid. No plea of ignorance on part of the Bidder, omission to, or failure to fulfill, every requirement specified herein, will be accepted as a basis for varying the requirements of the District.

13. DEFINITION: The word, contractor(s), vendor(s), bidder(s), agent(s), are, and shall be, equal to, having the same meaning, definition and intent.

14. SUBSTITUTIONS: The District WILL NOT accept substitute products of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the District. Any shipment of substitute products will be returned at the Awardee's expense.

15. PACKING SLIPS: It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference the District Purchase Order number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

16. NOTE TO VENDORS DELIVERING TO RL YOUNG WAREHOUSE: Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 3:00 p.m. CT. Vendors must call ahead to 850-767-4206 to schedule delivery.

17. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

18. RIGHT TO NEGOTIATE: The District reserves the right to negotiate modifications with the awarded Vendor as necessary, to serve the best interest of the District. In formalizing an agreement, without a sealed bid, the District will reserve the right to negotiate with the vendor such as pricing, additions, deletions, changes, or clarifications of the provisions of this agreement as may be necessitated by law or circumstance.

19. PAYMENT: Payment will be made within 30 days of submission of a properly certified invoice to the District Business Office and

acknowledgment of receipt of goods or services by the ordering cost center. Invoices shall bear the purchase order number.

Assignment of payment: Any purchase order issued pursuant to this bid request and monies that may become due hereunder are not assignable except with the written approval of the Board.

20. ASSIGNMENT: Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the District Purchasing Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from the District.

21. EXTENSION: In addition to any extension options contained herein, the District is granted the right to extend any award resulting from this bid for the period of time necessary for the District to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of the District's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

22. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

23. PROHIBITION OF GRATUITIES: By submission of a proposal, a vendor certifies that no employee of the District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

24. PROTEST OF SPECIFICATIONS OR BID: ITB specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with Section 120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

25. INSURANCE: Bidder, by virtue of submitting a bid, affirms full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that Bay District Schools shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

26. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by

negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

27. BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

28. CANCELLATION: In the event any of the provisions of this bid are violated by the contractor, the Purchasing Department shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the Superintendent for immediate cancellation.

29. TERMINATION: This contract award may be terminated with or without cause by the District during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, the District shall not be obligated to pay for any services beyond the effective date of termination.

30. PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders will constitute the complete agreement. The District will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the District.

31. TIE BID PROCEDURES: When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. In-county preference
2. Company receiving larger dollar award of the bid
3. Coin toss.

32. CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders may be made via phone or fax for direct delivery and billing to the requesting work location. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

33. NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also

result in: a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award. b) All departments being advised not to do business with vendor

34. LOBBYING: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the District. All communications regarding this solicitation shall be directed to the designated Purchasing Department contact unless so notified otherwise by Purchasing Department contact. Any vendor or lobbyist who violates this provision may cause their bid to be considered non-responsive and therefore be ineligible for award.

35. FINGER PRINTING AND BACKGROUND CHECK: The vendor/contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on school grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.

The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees.

The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Safety & Security Department.

Where: Bay District Schools

520 School Ave.

Panama City FL 32401

When: Mon-Thurs, between the hours of 7:30am-4:00pm

Point of Contact: 850-767-4347

36. FIREARMS & WEAPONS:

The possession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115.

37. UNAUTHORIZED PERSONNEL:

At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

38. LOCAL PREFERENCE IN PURCHASING:

(a) Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within five percent (5%) of the overall lowest, non-local price.

2. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within three percent (3%) of the overall lowest, non-local price.

(b) Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:

1. Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).

2. A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).

(c) Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

(d) Certification. Any vendor claiming to be a Local Business as defined herein, shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business.

Local Business definition. For the purposes of this section, "Local Business" shall mean:

1. has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposal by the District; and

2. holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

39. CONFIDENTIALITY: Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed

to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

40. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or be a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.133) Proposer shall execute the attached form, **Attachment A.**

41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its

principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

42. CONFLICT OF INTEREST DISCLOSURE: Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form, **Attachment B.**

43. Respondent is hereby notified that, pursuant to § 287.05701, Florida Statutes, the School Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the respondent is a responsible vendor.

Purpose: The Bay District Schools desires to obtain bids from qualified firms relative to supplying approximately 154 band uniforms for Rutherford High School, located at 1000 School Ave., Panama City, FL 32401. Bids shall include all associated cost to design, produce and deliver the specified garments and accessories listed herein.

Intent: It is our intent to offer equal opportunity to all firms, bidding within the framework of terms, requirements, conditions and specifications herein.

Point of Contact: For information concerning procedures for responding to this bid, or information concerning said requirements and specifications, contact via email only, Mrs. Jacqueline Dorman CPP, CPPM, Purchasing Agent, Bay District School Purchasing Department, at dormajd@bay.k12.fl.us. Such contact is to be for clarification purposes only. Material changes, if any, to these requirements, specifications or bid procedures will be transmitted only by addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of his/her bid. The District will not be responsible for any interpretation, other than those transmitted by addendum to the bid prior to the bid award. The Bidder is responsible for verifying they have received all Bid Addenda. Addenda will be posted to the District Purchasing Department website, at the following address: <https://www.bay.k12.fl.us/bids> It is the bidder's responsibility to check for addenda.

1) BID SPECIFICATIONS:

1.1 Bid-Responses: Bidders shall submit one (1) original copy of their bid, on 8½" x 11" plain white paper, signed by a company official with contractually binding authority, and uniform sample.

1.2 Bid-Pricing: Bidders shall provide one (1) proposal, for a fixed unit price, for the garments and accessories specified herein.

1.3 Bid-Multiple: Multiple bids from a single bidder will not be taken into consideration, with all submitted, being subject to possible rejection.

1.4 Bid-Evaluation, Criteria: All bids shall be evaluated based on conformity to the bid requirements, conditions, specifications, design, materials, constructions and best value.

1.5 Bid-Evaluation, Presentation: Those companies submitting a properly executed bid document will be expected to make a presentation to the review committee immediately following the completion of the bid opening. Each bidder shall be given a (30) Thirty-minute opportunity to present their uniform samples, describe the tailoring details available, the weights of the fabric, the type fabric offered and any applicable details concerning the uniform submittals as well as answer any questions the committee may have. Presentations will be made in the order from the highest to the lowest total dollar amounts as listed on the bid tab sheet.

1.6 Bid-Evaluation Committee: The Evaluation committee for this proposal will be composed of Mr. David Nornoa, Rutherford High School Band Director; Mr. Josh Laastch, District Coordinator of Athletics and Extra-Curricular Activities; and up to three other representatives selected by the School Band Director. Jacqueline Dorman, Purchasing Agent, shall act as facilitator for the committee.

1.7 Bid-Evaluation-Scoring: The committee will score each bidder as applicable. The scoring shall be as follows:

Scoring:

- | | |
|----------------------------------|--|
| 1) Style | 15 points |
| 2) Material/Fabric | 15 points |
| 3) Color | 15 points |
| 4) Tailoring Details | 15 points |
| 5) Delivery Requirements | 15 points |
| 6) Total Cost, Lowest to Highest | 1st: 25 points, 2nd: 20 points, 3rd: 15-points |

Once the committee has scored each bidder's proposal, the District will enter into negotiations with the highest ranked firm and continue until agreement is reached on cost and the supply of the specified uniforms.

1.8 Notice of Award: Upon the receipt of the notice of award, within (7) seven working days, bidder shall sign and return said notice to the District, as acceptance, agreement to all terms, conditions, requirements and specifications of the bid listed herein.

1.9 Examination of Documents: Bidders shall be solely responsible to thoroughly examine the bid document, to conduct such investigations, to thoroughly inform themselves, relative to compliance with the requirements, conditions and specifications of the bid. No plea of ignorance on part of the Bidder, omission to, or failure to fulfill, every requirement specified herein, will be accepted as a basis for varying the requirements of the District.

1.10 Public Entity Crimes Statement: Any person responding with an offer to this invitation must execute SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON ENTITY CRIMES and enclose it with your proposal. **(See Attachment A).**

2) BID CONDITIONS:

2.1 Deviations: Any proposed deviations from the general conditions or specifications contained herein must be set forth by the bidder on the attached deviation form.

2.2 Quantities: The quantities listed herein are not guarantee and may be lesser or greater than shown. Rutherford High School is seeking to acquire approximately 154 uniforms, if within their budget.

2.3 Packaging: Garment shall be on hard plastic wishbone style hangers, clear polyethylene garment bags, in a manufacture, 200-lb test cardboard, front opening, metal reinforcement bar at the top with clasp, wardrobe containers, all boxed shall be clearly marked by size, identification number, style and type etc.

2.4 Delivery: Prices shall include all associated charges for freight, transportation, tailgate, inside delivery and handling as specified herein. Transportation shall be F.O.B Destination, freight pre-paid to a specified point of delivery. **Delivery shall take place no later than August 11, 2025.**

2.5 Inspection & Acceptance: The Eligible User, within seven (7) business days of delivery, will thoroughly inspect all equipment received for acceptability. The eligible user shall compare the physical to terms, requirements, conditions and specifications to ensure garments received meets or exceed the requirements and specifications of the bid. Additionally, the eligible user will inspect each item for any physical damage. Failure by the eligible user to discover an error shall not relieve the vendor from their obligation to correct the error in the event it is found after delivery is made.

2.6 Warranty: The Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance manufacturer's standards. Unless otherwise stated, the warranty shall be a minimum term of ten (10) years from the date of acceptance by the eligible user. Warranty remedy for failure will be replacement for the specified garment or accessories. Upon notification of valid defect, vendor shall, at its expense, make any necessary repairs, or immediately provide a replacement at no charge to the District.

All warranty, cleaning and any other pertinent information regarding care and maintenance of the garment and accessories shall be included in each bid proposal.

3) UNIFORMS:

3.1 Sample Uniform: Bidders shall provide (1) one sample uniform for evaluation purposes. The sample uniform need not be of the same color as the uniform proposed; however, it shall meet requirements, conditions, specifications, design, style, and reflect the tailoring details as would be found in the uniform being proposed, and the uniform which would be furnished if awarded this contract. Sample uniform components will be thoroughly examined and compared by an evaluation committee in regards to design, material quality, tailoring and workmanship, if necessary garment and linings will be opened. It is the Bidder's sole responsibility to assure that the sample is delivered to the Purchasing Office at the noted address, no later than the date and time of the bid opening. **See Attached sketch example of the desired style of uniform (Attachment C).**

3.2 Sample-Accessories: All major items and separate accessories items being proposed shall be presented for comparison at the same time as of the sample uniform.

3.3 Sample-Materials: Bidders shall submit liberal sized swatches of materials reflecting the weight, shades and indicated the mill supplying the material that would be used. Swatches must be completely labeled indicating lifetime mothproofing, etc. Fabrics are to be Raeford Uniform Fabrics Company, or approved equivalent

3.4 Sample>Returns: Bidders will be responsible for return of any sample uniforms, by either personal pick-up or issuance of a freight/UPS pick up call. The board will assume no responsibility for sample uniforms after the time specified nor will the Board incur freight charges for receipt or return of the uniforms.

3.5 Sample-Pilot Uniform: Upon award of the contract, the successful bidder shall prepare a pilot uniform in the materials and colors specified. The pilot uniform must be furnished by the bidder at the earliest possible date and shall be subject to approval of all aspects of style, design, construction, tailoring, workmanship, etc. Written approval to proceed will be furnished to the bidder before completion of the order is undertaken.

3.6 Construction: All uniforms will be light-weight constructed with the realization of the hard usage to which they will be subjected, year to year fitting problems inherent with students, and shall feature construction that will assure a long-lasting garment. Patterns for all garments must be proper adolescent and or junior patterns as required, and will not be “cut down” adult patterns.

3.7 Sizing: Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size. Exceptions may be made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

3.8 Measurements: The taking of measurements shall be the responsibility of the successful bidder. Measurements will be taken individually, and will be converted to adjusted stock sizes; extra short, short, regular, long and extra-long, with proper adjustments for portly, tall and thin, as required in-order to minimize alterations each year.

3.9 Uniform Management System: The successful bidder shall provide uniform management software for all garments and accessories listed herein. Program specifics, functions and features will be made available during the vendor presentation after the bid is opened.

3.10 Identification: Each major garment 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 shall 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 shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

4) STYLE SPECIFICATIONS:

4.1 Coats- Band:

- **Style:** Waist length front and back, 20” long on 38R male, front bottom point, straight bottom back, center back closure, special tapered front fitting seams with set in border trim, black pre-covered foam shoulder pads, black FLX seat shields, barcode.
- **Material:** Black FLX 100% Polyester w/smart wick Tech
- **Lining:** Front black indestructible
- **Back & Sleeves:** Black Herringbone
- **Collar:** 1 ¾ “Tall, Two piece with rounded front & back closure of black FLX with row of 550 Vegas gold set in ¼” from the edge. Collar lined with black FLX with no collar liner
- **Shoulder straps:** SS-2 of black FLX-NO trim
- **Shoulder strap buttons:** 24L Gilt Livery
- **Front Trim:** Entire front is black FLX with elongated “V” shaped stripe down each side of white FLX with bottom end forming a point approximately 5” up from the bottom edge. Set flush to outboard edge of this stripe & flush inboard fitting seams going across the bottom is a ½” stripe of 22 dark Vegas gold FLX. Set down the right-side inboard trim approximately 3” special style Dark Vegas gold with white outline direct swiss embroidery letters “RAMS”.
- **Closure:** Center back fly zipper with 3 snaps, to zip up.
- **Sleeves Trim:** Adjust-a-length hems. Both sleeves are black FLX. **Upper Sleeves:** set in arc, approximately ½” special style dark Vegas gold dir. Swiss embroidery Letters “RUTHERFORD”

with "THE PRIDE" set below straight across on the right sleeve and "EST.1961" set below straight across on the left sleeve, of the same. **Lower Sleeves:** Full around 3"X5"X3" stripe ½" wide of 22 Vegas Gold FLX.

- Back Trim: Entire back is black FLX with piped fitting seams with 550 Vegas Gold, running out the bottom.

4.2 Bibbers Trousers – Band:

- Style: Gen5 extreme euro-fit, black web suspenders with black plastic slides, black doubled spandex gusset under arm, center front no-separating zipper with special shaped separate fly facing turned back and top stitched down forming lining pocket each side front (no snaps), 3" outlet in back, back waist darts, 16" bottoms on 38R male, barcode.
- Material: Black FLX 100% Polyester with smart wick Tech
- 3" Hem: adjust-a-length
- Trim: Set on the left chest, approximately 3" special direct embroidery "R" logo of Dark Vegas Gold

4.3 Shako and Hat wrap specs:

- Style: HR-1, Flat Top (Barcode)
- Top Fabric: Black FLX
- Side Fabric: Black FLX
- Top Band Fabric: None
- Bottom Band Fabric: Black FLX
- Hat Trim Description: Centered on front, Approximately 3" direct embroidery "Ram head logo of white, grey, black and Vegas gold
- Front strap: Gold mirror reflective strap
- Chin strap: Black with gilt black
- Visor: Black with gilt edge
- Plume holder: Top center front
- Buttons: 45L Gilt shiny dome
- **Hat wrap:** Style: Single sided, complete wrap around pull on style to match height of shako from side buttons and around the back. Contrasting front half forming a 4" extended point above top edge of hat even with right. Side shako button and tapering to hat height over to the opposite side with slight contoured top edge, front and lining side both fused and inner lined with plastic mylar. Barcode.
- Material: front half: Black FLX, Front lining: Black indestructible, Back half: Black spandex, double faced.
- Front trim: Set Vertical on right side is a set in abstract shaped stripe of white FLX flanked flush right edge with 550 Vegas gold.

4.4 Accessories:

- Plume: 12" Black French fountain with gilt mylar fleck
- Hangers: Black plastic with separating pant bar
- Garment Bag: 44" Black Aerator mesh back with ID window, accessory pouch, and one-color screen-printed logo.
- DSI Plume Case with cart: Storage container to accommodate 12" plumes and a cart
- Shako box: Black plastic Tuf-tote

- Pair Gloves: White long wristed sure grip
- Computerized uniform management assignment center program will be included to complete this order.

4.5 Drum Major Coat:

The style and design same as the band uniforms with the following exceptions.

- Special features: 2- 30L Black bone buttons on bottom left front lining side for detachable tail (see specs below)
- **Detachable Tail: Style:** Worn on left front 2" up and underneath coat bottom, Front vertical edge worn left of center wrapping over to left side seam, just above knee length with straight bottom end (shorter in front and longer on side), Narrow at top and flaring a bottom, two buttonholes across top for coat attachment, barcode. **Material:** 22 dark Vegas gold FLX, **Lining:** Black indestructible, **Trim:** none

4.6 Drum Major Bibber: (Same as Band)

- Style: Gen5 extreme euro-fit, black web suspenders with black plastic slides, black doubled spandex gusset under arm, center front no-separating zipper with special shaped separate fly facing turned back and top stitched down forming lining pocket each side front (no snaps), 3" outlet in back, back waist darts, 16" bottoms on 38R male, barcode.
- Material: Black FLX 100% Polyester with smart wick Tech
- 3" Hem: adjust-a-length
- Trim: Set on the left chest, approximately 3" special direct embroidery "R" logo of Dark Vegas Gold

4.7 Drum Major Shako and Hat wrap specs: (Same as the Band)

- Style: HR-1, Flat Top (Barcode)
- Top Fabric: Black FLX
- Side Fabric: Black FLX
- Top Band Fabric: None
- Bottom Band Fabric: Black FLX
- Hat Trim Description: Centered on front, Approximately 3" direct embroidery "Ram head logo of white, grey, black and Vegas gold
- Front strap: Gold mirror reflective strap
- Chin strap: Black with gilt black
- Visor: Black with gilt edge
- Plume holder: Top center front
- Buttons: 45L Gilt shiny dome
- **Hat wrap:** Style: Single sided, complete wrap around pull on style to match height of shako from side buttons and around the back. Contrasting front half forming a 4" extended point above top edge of hat even with right. Side shako button and tapering to hat height over to the opposite side with slight contoured top edge, front and lining side both fused and inner lined with plastic mylar. Barcode.
- Material: front half: Black FLX, Front lining: Black indestructible, Back half: Black spandex, double faced.

- Front trim: Set Vertical on right side is a set in abstract shaped stripe of white FLX flanked flush right edge with 550 Vegas gold.

**BID REQUEST #25-05 – BAND UNIFORMS – RUTHERFORD HIGH SCHOOL
BID FORM**

Please quote prices on the following quantities of the items listed below. Bidder certified that he has familiarized himself with the specifications and that the uniform he will furnish is in compliance with these specifications unless deviations are noted on the attachment.

	ITEM	QTY	UNIT PRICE	TOTAL COST
	REGULAR BAND			
1	COAT	150		
2	BIBBERS	150		
3	SHAKO	150		
4	PLUMES	150		
5	HAT WRAP	150		
6	SHAKO BOXES	150		
7	GLOVES	150		
8	HANGERS	150		
9	GARMENT BAGS	150		
	DRUM MAJOR			
10	COAT	4		
11	DETACHABLE TAIL	4		
12	BIBBERS	4		
13	SHAKO	4		
14	PLUMES	4		
15	HAT WRAP	4		
16	SHAKO BOXES	4		
17	GLOVES	4		
18	HANGERS	4		
19	GARMENT BAGS	4		
	ACCESSORIES			
20	Uniform Management Software	1		
21	DSI PLUME CASE W/CART	1		
	TOTAL COST			\$

Exceptions to listed production and delivery schedule:

DEVIATION FORM

Any deviation from the attached specifications **MUST BE** listed below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Date

Name of Company

Authorized Signature

Title



School Board of Bay County Florida

E-VERIFY CERTIFICATION

1. I am (title) _____ of _____ (“Contractor”).
2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.
3. The Contractor has contracted with or may contract with School Board of Bay County Florida (“Board” or “District”) (the “Agreement”).
4. I hereby certify that the Contractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request.
5. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.
6. The Contractor/Vendor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
7. The Contractor/Vendor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.
8. The Contractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in one (1) year suspension from contracting with the District.

CONTRACTOR NAME: _____

AUTHORIZED REPRESENTATIVE:

(Printed Name)

(Signature)

(Title) (Date)

Attachment A

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2023.

NOTARY PUBLIC
My commission expires:

Notary Stamp

Attachment B
CONFLICT OF INTEREST STATEMENT

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature Company Name

Name of Official (Type or Print) Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name Title or Position Date of Filing

Name Title or Position Date of Filing

Signature Company Name

Print Name of Certifying Official Business Address

City, State, ZIP Code

ATTACHMENT C

Sample Sketch of Proposed Band Uniform Front & Back



Sample Sketch of Proposed Drum Major Uniform

