



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BOULEVARD
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
Monday, May 10, 2021

PURCHASING CONTACT & TELEPHONE:
Stacey Marshall (850) 469-6208
Smarshall2@ecsdfl.us

RFP TITLE:
Band Uniforms – Tate High School

RFP NUMBER:
211505

RFP OPENING DATE & TIME: **Thursday, June 10, 2021, 2:00 PM Central Standard Time**
NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida (the District) solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All Proposals must have an authorized signature in the space provided below. All Proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, 32505 by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE, BY AN AUTHORIZED AGENT OF THE RESPONDER, IS REQUIRED ON THIS FORM.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, AND ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE ___ BIDNET ___ DEMAND STAR ___ PRIME VENDOR ___

OTHER ___ (PLEASE SPECIFY _____)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III., MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The Escambia County School District (ECSD) plans to purchase band uniforms for Tate High School, located in Cantonment, Florida, per the specifications listed in this document. The complete Proposal, along with a sample uniform, made to the specifications detailed in this document are due in the Purchasing Office of the ECSD located at 75 N. Pace Blvd, Pensacola, Florida 32505.

Responders must send a sample uniform as specified on pages 11 and 16 - 18 for review by the opening date and time stated on page 1 of this document. Failure to send a sample uniform and the required documentation will result in your proposal being determined as “non-responsive.” Samples should be clearly labeled “SAMPLE FOR RFP 211505.” Prior to sending samples, Responders are encouraged to contact Stacey Marshall, listed on page one (1) of this solicitation.

After the opening of the Proposals, Responders who submitted an accepted Proposal will be contacted to set an appointment time for their virtual meeting on Wednesday, June 16, 2021, with the Evaluation Committee prior to the RFP opening date. This meeting will include a short ten (10) minute presentation of your sample uniform and a brief question and answers period by the Evaluation Committee. This meeting shall take place on Google Meet that will be provided by the Purchasing Agent on Page 1. Any information that you would like to present to the committee, i.e. company background, service information, etc. should be included in your Proposal package. Responders are encouraged to contact Stacey Marshall, listed on page one (1) of this solicitation, if there are any questions.

QUESTIONS: Due to time constraints, it is recommended that Responders send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. The Deadline for questions concerning this solicitation will be Wednesday, May 19, 2021 at 12:00 PM, CST. Any changes in the specifications contained in this RFP will be made by Addendum. Any Addendum issued concerning this RFP will be posted on the Purchasing Department’s website. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each Responder to contact the Purchasing Agent or visit the Purchasing Department’s Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received will be posted by close of business, Friday, May 21, 2021. The direct link to the RFP Activity Section of the District website is listed below.

<http://ecsd-fl.schoolloop.com/purchasing/bids>

All inquiries should be sent to:

Stacey Marshall, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: Smarschall2@ecsdfl.us

For the ECSD to ensure equal treatment of all participating Responders, the above named individual is ECSD’s only designated representative for this solicitation. Responders are expected to utilize this representative for **ALL** information regarding this solicitation. **Responders who contact any other District employee regarding the subject of this solicitation are subject to disqualification from participating in this solicitation.**

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "Contractor", or "Vendor" as used within this Request for Proposal (RFP) / solicitation refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties", when used collectively, will apply to both the District and the Responder.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be net thirty (30) days from receipt and acceptance of goods or services with Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or

indirectly, an interest of five percent (5%) or more of the company.

- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District. The District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Proposal in its entirety or in part, and to waive minor irregularities if the Proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, no later than the opening date posted on page one (1). Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your Proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- BB. **MODIFICATIONS:** Changes to specifications, terms, and conditions must be made in writing with the mutual consent of the parties and School Board approval, if needed.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II. GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **INCOMPLETE PROPOSAL INFORMATION:** Failure to submit complete information on an item may prevent consideration of your proposal.
- B. **TERM OF AGREEMENT:** The term of this agreement is from July 1, 2021 through June 30, 2022. All terms and conditions including price shall remain in effect for the entire term of this agreement.
- C. **ALTERNATE PROPOSAL:** The District shall have sole discretion in accepting or rejecting any alternate product(s) offered.
- D. **RFP QUANTITIES:** Quantities listed in this RFP are estimates provided for Responder information purposes only. No guarantee is given nor implied as to the exact quantities that will be purchased from this solicitation. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the proposal.
- E. **PRICING:** It is the Responder's responsibility to ensure that the pricing listed in the proposal will be the pricing for the entire term of this agreement.
- F. **RESPONDER CUSTOMER SERVICE/SALES REPRESENTATIVE:** Responder must furnish a band uniform representative to handle all details of the order. This includes measuring, designing, services, follow-up work and future purchases. Responder will also provide the name, address and phone number of representative who will be handling the order.
- G. **DELIVERY TERMS:** Pricing shall include transportation and delivery charges, all inclusive, to the specified school in the Escambia County School District. **The District shall not pay fuel surcharges.**
- H. **INVOICES:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order or transaction number and description shown in the detail specifications. No additional trucking, freight, or fuel surcharges will be either considered or paid.
- I. **PAYMENT METHODS:** The method of payment will be at the District's sole discretion using either of the following methods:
 - 1. By warrant (check)
 - 2. By "P-card", the District's Visa credit card

The pricing submitted by the Responder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Responder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply, unless otherwise preapproved by the District.

- J. **PAYMENT:** Payment shall be accomplished in two (2) parts: (1) Notice of award shall be made to the successful Responder, the successful Responder will then provide an invoice, and either a purchase order or payment by "P-card" will be issued with a pre-paid deposit of 50% of the contract value and paid within ten (10) days. (2) Final balance due will be remitted to Responder upon receipt of an invoice and acceptance of all uniforms by the specified school using the same payment method.
- K. **EMPLOYEE SCREENING REQUIREMENTS:** The Successful Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This

certification will be provided to the District in advance of the Responder providing any services on District property while students are present. Responder will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Responder agrees to indemnify and hold harmless the District and its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- L. **CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- M. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the goods and services performed under this agreement. The Responder's relationship to the District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

- N. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- O. **GOVERNING LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- P. **OTHER LAWS:** It shall be the responsibility of the Responder to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Responder will in no way be a cause for relief from responsibility.
- Q. **HARASSMENT/DISCRIMINATION:** Responder doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- R. **EQUAL OPPORTUNITY:** Contractors affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138;

11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

S. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.

T. **EX PARTE COMMUNICATION:**

1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.
2. Ex parte communication whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding this RFP.

U. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

V. **MISCELLANEOUS:**

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The Responder shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The District reserve the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District's interests. The District further reserve the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
6. The District reserve the right to waive any of the conditions or criteria set forth in this Request for Proposal.

W. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make

appropriate adjustments to pricing when considering solicitations from Responders having a principal place of business outside the State of Florida. All Responders must complete and submit the “Responder’s Statement of Principal Place of Business” (Attachment D), with their response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

- X. **FORCE MAJEURE:** A “Force Majeure Event” is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement, except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the District. The District will not hold the Responder in default of this Agreement if the Responder’s non-performance is directly caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.
- Y. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. “Companies” is defined to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a Respondent certifies that it and all related entities of Respondent as defined above are not on such Scrutinized Companies lists. The Respondent is specifically required to complete the State of Florida Vendor Certification (Attachment G). Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case- by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.
- Z. **E-VERIFY:** Pursuant to § 448.095(2) Florida Statutes (2020), Responder shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Responder prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Responder shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Responder shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Responder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Responder shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Responder shall be ineligible for award for a period of at least one (1) year. Responder will certify compliance by completing the State of Florida Vendor Certification Regarding E-Verify form(Attachment E).

IV. PREPARATION AND SUBMISSION REQUIREMENTS

It is the practice of The School District of Escambia County, Florida, to evaluate all responses Proposals in a public forum open to the Sunshine, pursuant to Florida Statute S286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute Chapter 119, as such any information sent to the District being sent into the public domain. No action on the part of the Responder would create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential Responders exclude from their response any information that, in their judgment, maybe considered a trade secret.

PROPOSALS MUST INCLUDE AND BE IN THE FORMAT AS FOLLOWS: (Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District.)

1. **The entire RFP document (pages 1 – 30) will be returned by Responder.** The signature on the first page must be an original signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
2. **Return your original proposal and seven (7) copies.** The copies should be a photocopy of your original proposal and there should be no differences between the documents or attached enclosures. Any difference between the documents may cause your proposal to be rejected. Please mark the word "COPY" at the top of the copies of the document.
3. **Price Proposal Page:** This form must be completed **in its entirety** and signed in the space provided. Original Price Proposals and seven (7) copies must be provided in a **separate, sealed envelope** which must be clearly labeled "**PRICE PROPOSAL; RFP #211505 – Band Uniforms – Tate High School.**" Please ensure that your company's name is notated where indicated on each page of your Price Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to section XI. Pricing, Delivery, and Any Deviations.
4. A complete **Sample Uniform made as specified** in this document must be received by the Purchasing Office of the Escambia County School District on or before the RFP opening date and time. **Your proposal will not be accepted without the completed uniform sample. If you would like your sample uniform returned, please place a return shipping label inside your box that the sample uniform will be delivered in. Reminder: The sample uniform will not be returned in the same condition as received by the District. It is District policy to open seams to review construction. If there is no return label in the box, the District shall have the sole discretion in disposing of the sample uniform.**
5. Provide three (3) cloth sample books/ sets of 12 inch x 12 inch squares of material in all shades of red, grey, black, and white that are available through your company.
6. Product specification sheets or certifications must be attached if requested for an item in the Pricing, Delivery, and any Deviations Section and/or if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
7. **Responder Information:** Complete all information requested in the spaces provided on page 19.
8. **Pricing, Delivery, and Any Deviations:** Complete all information requested in the spaces provided on page 20 deviations must be documented in your proposal. Unless fully documented, such deviations may disqualify the Responder at the discretion of the District.
9. Provide a sample Uniform Management System on a thumb drive as requested on page 18 with your proposal.
10. Provide a copy of Responder's current business license.

11. The following documents must be returned with your proposal. In order for them to be accepted they must be:
- Completely filled out
 - Signed in all designated areas with ORIGINAL MANUAL signatures.
 - Initialed in all designated areas with ORIGINAL MANUAL initials.
- **ATTACHMENT A** – *Reference Release* form. Provide three (3) business references, preferably, one (1) School District must be submitted. Do not include the Escambia County School District as a reference.
 - **ATTACHMENT B** – *Drug Free Workplace* form. While not required, will be a determining factor in award between two proposals equal in price, quality and service.
 - **ATTACHMENT C** – *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.*
 - **ATTACHMENT D** – *Responder’s Statement of Principal Place of Business.*
 - **ATTACHMENT E** – *E – State of Florida Vendor Certification Regarding E-Verify.*
 - **ATTACHMENT F** – *Escambia School District Risk Management Addendum. Contractor shall include in its Proposal a certificate of insurance as proof of the required insurance.*
 - **ATTACHMENT G** – *State of Florida Vendor Certification Regarding Scrutinized Companies Lists.*
 - **ATTACHMENT H** – *Escambia School District Public Records Addendum.*

V. PROPOSAL FORMAT AND EVALUATION CRITERIA

In order to maintain comparability and enhance the review process, it is required that the Narrative portion of all proposals be organized in the manner specified above. Include all information in your proposal. Responders are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in the previous section may be considered non-responsive at the sole discretion of the District. The number of points in parenthesis are the total potential points for award.

The evaluation criteria will consist of five (5) categories:

1. **RESPONSIVENESS TO RFP (Up to 10 Points):** How well Responder responded to the RFP, did the Responder include all required documents and complete all required sections of the RFP.
2. **COST OF THE GARMENT (Up to 35 Points):** Cost of the garments made to the specifications described in Section VIII. Uniform Construction and Manufacturing. No pricing will be given consideration until all proposals and samples are evaluated based on the specifications contained herein. The highest ranked firm will be subject to negotiation and final acceptance.
3. **QUALITY OF THE GARMENT (Up to 35 Points):** The District reserves the right to inspect the workmanship of the sample, its inner construction in particular, and for this purpose will open the lining and put the sample through various tests including, but not limited to, spilling drinks on the fabric, checking whether the fabric will run if snagged, or any other test deemed necessary by the evaluation committee to determine the ease or difficulty of garment care and upkeep.
4. **REFERENCES (Up to 10 Points):** References (educational/institutional clients preferred), for which you have provided similar services as proposed in this RFP. These references will be contacted and asked questions by the District relative to your performance.
5. **DELIVERY TIME (Up to 10 Points):** How quickly upon receipt of a purchase order can our order be delivered to our school within the District.

Points will be awarded based on the responses in each proposal received. Lack of a response to any item above will result in (0) zero points being awarded for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee shall be solely responsible for determining the weight if any such information will be assigned.

VI. TIME SCHEDULE

The anticipated schedule for this RFP and contract award is as follows:

Monday, May 10, 2021, RFP Distribution.

Wednesday, May 19, 2021, at 12:00 p.m. CST, Deadline for Questions.

Friday, May 21, 2021 by 5:00 p.m. CST, Answers to Questions posted / Addendum Issued (if applicable).

Thursday, June 10, 2021 2:00 p.m. CST, Samples are due in the Purchasing Department located at 75. North Pace Blvd. Pensacola, FL 32505.

Thursday, June 10, 2021 at 2:00 p.m. CST, Proposal Opening.

Wednesday, June 16, 2021 Evaluation and Committee meeting. Location: 1771 Tate Road Cantonment, Florida 32533. Time to be set during the phone call after opening and receiving an accepted Responders Proposal.

Thursday, July 1, 2021, Contract Commencement Date.

VII. EVALUATION AND AWARD

- A. PROPOSAL EVALUATION PROCESS:** Proposals are received and publicly opened. Only names of Responders are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the responder in connection with such interviews (i.e., travel, accommodations, etc.).

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposals without any further discussion or negotiation; (2) Negotiate with the highest ranked Responders; or, (3) Allow the top ranked Responders to make oral presentations.

Responders are advised to provide their best offer with their initial proposal because the District reserve the right to award based on initial proposals without further discussion or negotiation.

The Proposal most advantageous to the District in their sole discretion will be selected. The District reserve the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Responder cannot be successfully negotiated and executed, then the District reserve the right to discontinue negotiations with such Responder and to negotiate and execute a Contract with the next-ranked Responder.

The District reserve all rights, in its sole discretion, not to issue an award to any Responders, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the Contract, to require Responders(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its awarding, to cancel the RFP or portions thereof, without liability to any Responders or the District.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Responders. If an agreement cannot be reached with the highest rated Responder(s), the District reserve the right to negotiate and recommend award to the next highest ranked Responder or subsequent Responder(s) until an agreement is reached.

VIII. UNIFORM CONSTRUCTION AND MANUFACTURING

- A. **GENERAL:** The following specifications must be followed. Sample uniforms according to the exact specifications and consisting of each uniform part must be submitted along with your proposal. Your sample must be received no later than 2:00 p.m. CST on June 4, 2021. The sample should be sent to the same address as your proposal: Purchasing Department, Escambia County School District, and 75 N. Pace Blvd., Pensacola, FL 32505. The sample coat must be a size 40 R and the trousers a 34/32 waist.

Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size from the information provided 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.

- B. **IDENTIFICATION:** Each major garment item must 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.

- C. **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 are to be critically checked for each individual garment before shipment. Buttons are to be applied and sewn before final packing as well. The District reserves the right to inspect the uniforms at random upon receipt for compliance with the specifications. If any uniforms are found not to meet specifications, the uniforms will be shipped back to the company at the company's expense for correction. If satisfactory corrections cannot be made, the buyer reserves the right to cancel the order, (deposit will be returned to the District), and place it with another Responder.

- D. **VERIFICATION OF FABRIC PROCESSING AND STABILIZATION:** Any Dacron/wool blend fabric from any Responder must be professionally cold water and alcohol sponged, decanted and inspected. Responder must submit in writing, certification that Dacron/wool blend fabric will have undergone this fabric stabilization process prior to manufacture of the uniforms. Also, such certification should be submitted in writing by an officer of the proposing company. The company actually performing the stabilizing process must 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, Responders not providing such a sponging treatment and certification in the RFP will be disqualified.

- E. **SIZE LABELS:** All garments must have sewn-in size labels and a label for numbering or other identification used for inventory control.

- F. **SHIPPING:** 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 basic fabric and they are not acceptable. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in two hundred (200) pound 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 must be properly marked on the outside with identification numbers of the uniforms contained in that specific carton.

- G. **ALTERNATES/ DEVIATIONS:** In setting forth these specifications, it is the intention of the District to offer equal opportunity to all Responders. Styles referred to by number and company name are for descriptive

purposes only and are not exclusive. If any deviation is made from the specifications, your proposal should list this information on the deviation form included in this document on page 20. Additional copies of this sheet may be attached if more room is needed. **All Responders must provide the specified sample as shown in Attachment I. Responders may also provide an alternate design of Responder's choosing, as long as the specified uniform is provided and both are received on time.**

- H. **UNIFORM SPECIFICATIONS:** We would like to see a design that closely resembles the design that we have supplied in Attachment I. Please feel free to make small changes to the size of the various details on the uniform to help enhance the on field aesthetic of the product. The specifications for that design are detailed below. No printed uniforms allowed. Only uniforms with all elements sewn together using different pieces of fabric will be accepted. All parts of this uniform must be machine washable.

Uniform Colors:

All colors are from the ***Pantone Formula Guide: Solid Uncoated***

1. Red - Pantone 3517 U
2. Gray - Pantone Cool Gray 7 U
3. Black - Your company's standard flat black - no hue
4. White - Your company's standard flat white - no hue

BIBBER TROUSER SPECIFICATIONS: No pockets with a pleat

Trousers-Marching

Band Type: Marching Band

Quantity: 275

Style: Bibber Style Trousers

Fabric: 100% Polyester 14-14.5 oz.

Shade: Standard flat black

Lining: Unlined

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.

They are to utilize both MALE and FEMALE patterns.

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. Straps are turned and finished with a lockstitch on each edge, set in 1/8".

Width of shoulder strap is to measure no less than 1-1/2" and be a minimum of 14" in length for maximum adjustability.

Inner facing

The upper portion of the bibber is to have a generous inner facing front and back with all exposed fabric edges tightly serged to prevent unraveling.

Front Closure

The inside of the right fly is to be lined with a layer of durable polyester cotton material. It is to extend beyond the four-way crotch assembly.

The left fly is to be reinforced with Pellon SF134W to provide permanent shape retention and durability. It is to be bound with a pre-shrunk, bias-cut tape for appearance and durability.

There are to be three (3) bartacks at the base of the fly for additional reinforcement; two (2) vertical bartacks on the lower-front fly interior and one (1) horizontal bartack at the bottom of the lower-front fly exterior.

The fly zipper is to be SOLID BRASS of Y.K.K. quality. 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 (2) stainless gripper snaps; placed above the zipper terminal. "Hook flex" is also to be available, if requested.

Crotch

There is to be a "four-way" crotch reinforcement consisting of 50/50% polyester-cotton pocketing cut on the bias for strength.

There are to be four (4), two-ply sections, one on each side of the fly, seat seam and inseams. 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 alteration for future growth. NO trim on the trouser legs.

The hem is to be taped all around with a pre-shrunk, bias, poly-cotton finishing tape, then blind-stitched 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 NOT acceptable.

The inseam of each leg is to be a flat pressed or "busted" seam whereby both ends of the fabric are lock-stitched together 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 serged in a professional, high-quality manner eliminating the possibility of raveling.

Threads

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

COATS-MARCHING SPECIFICATIONS:

Coats-Marching

Band Type: Marching Band. Quantity: 275.

Style: Waist Length with Standing Hard Collar.

Fabric: Dacron (6248) 14-14.5 oz.

Shade: Red - Pantone 3517 U, Gray - Pantone Cool Gray 7 U, and standard flat white and flat black.

Lining: Fully lined.

Collar: To contain dry cleanable plastic for extra durability.

School Logo: Only to be placed on a sleeve.

Embroidered: Yes.

Chest:

1. White vertical bar is intended to appear as a “ T ” from a distance.
2. Horizontal bars have no specified measurements, however our desire is for all red bars to be even and all gray bars to be even.
 - a. The red bars should be thicker than the gray bars.
 - b. Bars are intended to be separated by a very thin black stripe.
 - i. Only where indicated in our design. One side of the white vertical bar does not have black stripe.
3. We have not specified how long we wish the front of the coat to be, we will allow for your artists to make the decision.
4. Vertical lines and bars shall not have a slant or curve to them, the intent is for them to be straight up and down.
5. The bottom of the front of the coat has been designed to have an uneven bottom. The is designed to be a diagonal line, not a curved line bottom.

Arms:

1. The arms are intended to be two toned.
 - a. White on top and gray bottom separated by a thin red stripe.
 - b. Our design has a bold red line separating the white and gray, however we believe this red line will look best thinner. Perhaps an 1/8 of an inch in thickness.
2. We would like to utilize our band logo on the sleeves however, we do not want it included in the design.
 - a. If we choose to go with your design, we will request two embroidered patches on a separate cloth so that we can decide the size and placement of the logo ourselves before making the final decision.

Back:

1. The back of this uniform should utilize the same gray color as used everywhere else on the uniform.
2. The white and gray on the back of the uniform should be separated by the red stripe that separated the white and gray on the sleeves. In fact, on the back of the design, these stripes should seamlessly move from one arm, across the back, to the other arm.

**HEADGEAR SPECIFICATIONS: PLEASE NOTE –
Hat is an Aussie. Stripe Material to complement the uniform.**

Headgear-Marching

Band Type: Marching Band.

Quantity: 275.

Style: Aussie.

Fabric: White (As displayed in Attachment I)

IX. UNIFORM MANAGEMENT SYSTEM

The band uniform order is to be accompanied with a Uniform Management System program with customer information available via: Uniform Management System program on a thumb drive.

The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continual 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 manager of items that are not currently in 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 needed. The Uniform Management System must include ONLINE/TELEPHONE technical support FREE OF CHARGE. Software updates will be available twenty-four (24) hour a day, seven (7) days a week via an Internet website.

An example of the program on a thumb drive MUST BE INCLUDED with your proposal.

X. RESPONDER INFORMATION

All Responders are to provide the following information. In conjunction with price, the award of the proposal is to be based on the quality of the uniform sample, experience of the manufacturer, the reputation of the manufacturer and ability to provide necessary service.

Manufacturer Offered _____

Representative's Name _____

Address _____

Telephone _____

Sales Rep Phone _____

Number of year's company has been in business _____

RESPONDER CONTACT INFORMATION FOR RFP EVALUATION MEETING AND QUESTIONS:

Wednesday, June 16, 2021. (Time slots will be available after opening)

List name and phone number(s):

(You may add a separate sheet(s); however, please be sure to state that in the space below.)

Responder Name: _____

XI. PRICING, DELIVERY, AND ANY DEVIATIONS

The Responder certifies that the RFP specifications have been carefully read and understands their contents. **Responder should price all items listed below. Responder should also list and price all items not listed below that are priced separately, or that may have special replacement prices (i.e. buttons) in the blank spaces listed.** Additional Sheets may be attached, if needed.

Item No.	Estimated Quantity	Description	Unit Price	Extended Price
1.	275	Bibber Trouser		
2.	275	Coats-Marching		
3.	275	Aussie		
4.	1	Uniform Management Program		

Lack of funding availability may result in the elimination of some items from the order.

DELIVERY: If awarded the contract, the Responder agrees to ship all uniforms in accordance with the exact specifications published within _____ calendar days after receipt of purchase order.

Responder will require _____ calendar days' notice to obtain measurements in order to meet delivery date.

DEVIATION(S) FROM THE LISTED SPECIFICATIONS:

In the event that the undersigned Responder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the Responder is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are NOT acceptable.

If no deviations are submitted, the Responder assures the District of full compliance with the specifications and conditions, and assures the District that samples accompanying proposal meet all construction specifications.

Company _____

Name (Print or Type) _____

Title _____

Signature _____

Date _____

ATTACHMENT A

Complete Form P-002 Reference Release in conjunction.

Do not include the Escambia County School District as a reference.

FORM P-002
Reference Release Form

(Name/ Title) (Name of Company)
give the Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT,
the School District may be used as one of your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

ATTACHMENT B

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied Responders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature _____

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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.
- (2) 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 proposal.

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D
RESPONDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Responder)

Name of responder: _____

Identify the state in which the responder has its principal place of business: _____

Identify the political subdivision (outside of Florida) in which responder has its principal place of business:

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Responder may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE RESPONDER'S ATTORNEY ON PROPSING PREFERENCES
(To be completed by the Attorney for an Out-of-State Responder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a responder whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE PROPOSING PREFERENCES
(Please Select One)

_____ The responder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The responder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION PROPOSING PREFERENCES
(Please Select One)

_____ The responder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The responder's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state responder's attorney: _____

Printed name of out-of-state responder's attorney: _____

Address of out-of-state responder's attorney: _____

Telephone Number of out-of-state responder's attorney: (_____) _____ - _____

Email address of out-of-state responder's attorney: _____

Attorney's states of bar admission: _____

Responder's Printed Name: _____ Signature: _____

ATTACHMENT E

State of Florida

Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

ATTACHMENT F

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



**Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505**

ATTACHMENT G

**State of Florida
Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

ATTACHMENT H

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Initials of Each Signatory:

 Ellen D. Odom
 General Counsel
 Escambia County School Board
 75 North Pace Blvd.
 Pensacola, FL 32505
 04/05/21

ATTACHMENT I



ATTACHMENT I CONTINUED



1. Tate Band Uniform until 2006 - 2021.



2. Tate Band Uniform until 1990's - 2006

