

**FREQUST FOR PROPOSALS FOR  
Band Uniforms for Bryan High School  
DOUGLAS COUNTY SCHOOL DISTRICT 0001  
(OMAHA PUBLIC SCHOOLS)**

P # 009-22

January 14, 2022

**INVITATION FOR PROPOSALS**

Douglas County School District 0001 (Omaha Public Schools) (the "District") invites experienced and qualified suppliers to submit proposals to provide design consultation, product design, production of band uniforms as specified in the documents below.

**SCOPE SUMMARY**

The District is seeking qualified contractor(s) to supply design consultation, product design and production of band uniforms.

The contractor will provide a comprehensive proposal to provide design consultation, product design, and construction of band uniforms for Bryan High School band students. The students will be using the uniforms for marching band and competitions. The services to be performed will be provided in accordance with the RFP Documents, including the detailed description of the services.

**PROPOSAL INFORMATION**

General

**PROPOSALS ARE DUE: February 11, 2022 at 2:00 p.m. (CT)**

To be considered, one (1) copy of the proposal prepared in compliance with the requirements of this RFP document must be submitted to the District by 2:00 p.m. (CT) on February 11, 2022. Proposals must be submitted electronically to the following email address: [muins@ops.org](mailto:muins@ops.org). All electronically submitted proposals must comply with the following requirements:

- a. The proposal must be submitted in a pdf format.
- b. The proposal must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: "Band Uniforms for Bryan High School RFP # 009-22."

Telephone, hard copy and facsimile proposals should not be submitted and will not be considered. Those submitting bids can attend the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States, Phone Conference ID: 708 833 427# so that bids can be opened in public immediately following the close of the time specified for submitting bids in the presence of the firms or representatives of the firms submitting bids. The time stamp on the District's email will be the official clock utilized to determine the time for the close of bidding.

The District will conduct a mandatory pre-proposal virtual meeting of interested entities on January 20, 2022 at 10:00 a.m. (C.T.) Entities wishing to participate in the mandatory pre-proposal virtual meeting can attend by accessing the Microsoft Teams meeting at 1 402-509-3892 within the United States, Phone Conference ID 983 828 535#

Questions Regarding Proposal Requirements

Any questions or request for interpretation of the Request for Proposals shall be addressed to [muinsqa@ops.org](mailto:muinsqa@ops.org) and must be submitted by January 24, 2022 2:00 p.m. (CT). Responses will be provided to all identified potential respondents, without indicating which Firm submitted the question.

The communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed above for questions is the only authorized location and representative of the District who can respond to questions regarding this Bid. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this Bid may result in the disqualification of the Firm as a potential Contractor.

The District reserves the right to reject any or all proposals or any part thereof and to waive any and all technicalities and irregularities and award the proposal based on its determination of the best interests of the District.

## **1.0 PROPOSAL INFORMATION**

### **1.1 GENERAL**

The RFP Documents include the Invitation for Proposals, the Scope Summary, the Proposal Information in Sections 1.0 to 1.16, the General Terms and Conditions in Sections 2.0 to 2.21, the Contract Specifications in Sections 3.0 to 3.8, the contents of the Proposal in Section 4.0 to 4.7, the Proposal Form (Exhibit A), the Signature Page (Exhibit B) and References (Attachment A). The RFP Documents are incomplete without all of these sections.

Proposals must be prepared and submitted in accordance with the requirements of the RFP Documents, together with all required information and attachments, and submitted electronically to the following email address: [muins@ops.org](mailto:muins@ops.org). The proposal must include all attachments required by the RFP Documents. Any incomplete proposal or proposal not complying with the RFP Documents may be rejected by the District. Any proposal received after the deadline for submission of proposals will be rejected and returned to the submitting Firm unopened. The District will not be responsible for lateness of receipt of proposals due to mail or delivery delays. The time stamp on the District's email will be the official clock utilized for purposes of determining when the deadline for proposal submission has been reached.

### **1.2 DISTRICT'S RIGHT**

The District reserves the right to reject any or all proposals or any part thereof and to waive all technicalities and irregularities.

### **1.3 PROPOSALS**

Firms submitting proposals should provide all information and attachments requested with respect to the proposal and shall complete all pertinent blanks on the proposal form. Failure to do so shall be grounds for rejecting the proposal. Proposals should be prepared simply, providing straightforward, concise, and complete responses to the information requested. Firms must acknowledge on their proposal form receipt of all proposal addenda issued by the District.

The information requested in Section 4.0 of the RFP documents should be inserted into the proposal form in the space indicated. Please provide responses to all information requested. The responses should be made in the same order that the information is requested in Section 4.0 to assist in the review of the proposal by the District. Only include the information requested.

### **1.4 FIRM'S REPRESENTATION**

In submitting a proposal, the Firm represents that it has read the RFP Documents, that its proposal is submitted in accordance therewith, and that the Firm is familiar with the local conditions that may affect the proposal.

### **1.5 FIRM'S CERTIFICATION**

Each Firm, by submitting a proposal, certifies to the District that it is capable of providing all personnel, equipment, offices, systems, online applications and tools, and materials necessary to perform the services required; that it complies with the requirements of the RFP Documents; and that the evaluation factors specified in the RFP Documents, in addition to the cost of services, will be considered in awarding the proposal.

## **1.6 REFERENCES**

The District reserves the right to check any references(s), regardless of the sources of the reference information, including but not limited to, those that are identified by the Firm in its proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities. Information to be requested and evaluated from references may include, but is not limited to, the following: pricing, communication, responses, timeliness, operational and relationship issues, overall performance and satisfaction, implementation challenges, and types of services being utilized. The District will determine which Firms will receive reference checks, and negative references may eliminate responding Firms from consideration for award of the contract with the District.

## **1.7 COLLUSIVE ACTIONS**

The Firm's signature on the proposal is the Firm's guarantee that the Firm's proposal and the contents thereof have been arrived at without collusion with other eligible Firms and without any effort to preclude the District from obtaining the design consultation, product design, sample, and pilot sample specified in the RFP Documents at the lowest competitive rate.

## **1.8 FIRM'S EVIDENCE OF RESPONSIBILITY**

Firms shall include with the proposal the names, addresses and telephone numbers of three references attached as Attachment A in which the Firm has provided design consultation, product design and band uniform development services. District may contact those references.

The District reserves the right to request a current financial statement as evidence of a Firm's financial stability. This information will contain a statement on whether the financial statement is internally prepared or has been prepared by an outside accounting firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Firm.

## **1.9 OPENING OF PROPOSALS**

Those submitting proposals can attend the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States, Phone Conference ID 708 833 427# so that proposals can be opened in public immediately following the close of the time specified for submitting proposals in the presence of the firms or representatives of the firms submitting proposals.

## **1.10 PROPOSAL TABULATIONS**

Notes may be taken at the public reading of the proposals at the specified time and date of the opening, or a personal inspection may be made of the proposals after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of an awarded proposal may be obtained by a written request including the proposal number, a self-addressed envelope, and a check for \$5.00 for the first 20 pages and \$0.25 for each additional page over 20 pages, (do not send cash), payable to Douglas County School District 0001, for each proposal tabulation requested. The request may be included with a proposal or mailed to the Purchasing Division of the District.

**1.11 WITHDRAWAL OF PROPOSALS**

Prior to the opening of proposals, any Firm submitting a proposal may withdraw its proposal by an e-mail message to the same locked e-mail bid box where the proposal was originally submitted, with the notification of the subject line stating "Withdrawal of RFP for Band Uniforms, RFP#009-21. Withdrawn proposals may be re-submitted up to the time for the close of proposal submission. After opening of proposals, the proposals shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period.

**1.12 PRELIMINARY SCHEDULE**

January 14, 2022	Request for Proposals issued
January 20, 2022	Mandatory Pre-proposal meeting
January 24, 2022	Questions due by 2:00 p.m. (CT)
February 11, 2022	Proposals due by 2:00 p.m. (CT)
February 2022	Committee review and reference checks
March 2022	Pilot Uniform completed by winning bidder
April 2022	Board of Education action
July 2022	Delivery of uniforms to school address

This schedule is subject to change depending on District needs. Any change will be communicated to all identified potential respondents.

**1.13 REVIEW OF PROPOSALS**

All proposals received will be reviewed by an evaluation committee consisting of District staff members who will make recommendations to the Board of Education of the District as to the Firm or Firms submitting the successful proposals. The decision on the Firm or Firms submitting the successful proposals will be made by the Board of Education.

**1.14 SELECTION PROCESS AND CRITERIA**

The evaluation committee will review and evaluate all responsive and properly submitted proposals, assessing the qualifications and abilities of each Firm submitting a proposal, based on the criteria identified below and such other additional criteria as the District believes in its discretion to be relevant to the evaluation of proposals. The committee's recommendations to the Board of Education will be based upon the evaluation committee's determination of which Firm will best perform the services required, assure proper and timely completion of the work and provide the best value to the District. The evaluation criteria to be considered to each criteria includes, but is not limited to, the following:

1. Compliance with RFP requirements and the comprehensiveness and responsiveness of the proposal.
2. Financial resources to complete the project.
3. Ability of the Firm to properly perform the work required.
4. Availability to the Firm of resources to meet the work requirements.
5. Ability of the Firm to meet the specifications and overall design.
6. Character, integrity, reputation, judgment, experience and efficiency of the Firm and the Firm's personnel that would be assigned to perform the work.
7. Quality of the performance of the Firm's previous projects for the District and for other entities.

8. Ability of the Firm to perform the work within the time specified.
9. Cost of services to be performed.
10. Results of oral interviews, if conducted.
11. Information from references.

#### **1.15 NEGOTIATIONS**

Following the evaluation committee's determination of the successful proposal, the District will then endeavor to negotiate a contract with the successful Firm. The contract form to be utilized will be prepared by the District. This contract will also incorporate by reference the RFP Documents. If a mutually agreeable contract cannot be negotiated with this Firm, the District may enter into negotiations with another Firm that submitted a proposal selected by the District until a mutually agreeable contract can be reached or may elect to abandon the RFP process. The District reserves the right to reject any proposal or all proposals in its sole discretion and to waive any technicalities or irregularities in any proposal received. Once the contract is negotiated, it will be presented to the District's Board of Education for review and approval.

#### **1.16 COST INCURRED IN RESPONDING**

This solicitation for services does not commit the District to pay any costs incurred by a Firm in the preparation and submission of proposals, in making necessary studies for the preparation thereof, in procuring or contract for services in connection with the proposal, in attending any pre-proposal meeting, or attending any post-submission interview.

## **2.0 GENERAL TERMS AND CONDITIONS**

### **2.1 GENERAL**

The Contract between the District and the selected Firm shall incorporate by reference the requirements of the Invitation for Proposals, Scope Summary, Sections 1.0 to 4.0 of the RFP Documents (Proposal Information, the General Terms and Conditions, and the Contract Specifications), Attachment A, and the agreed upon portions of the Firm's proposal with attachments. In the event of a conflict between Firm's proposal and the remainder of the RFP Documents, the remainder of the RFP Documents shall control.

### **2.2 CIVIL RIGHTS**

The Firm will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The Firm agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which District receives federal financial assistance from the Department; and hereby gives assurance that the Firm will immediately take any measures necessary to effectuate this Contract. The Firm further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Firm agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Firm or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Firm.

### **2.3 WORKER VERIFICATION**

The Firm contracting with the District shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Firm shall contractually require all subcontractor(s) performing work under such contract to also register and utilize such electronic verification system. The Firm awarded the contract and all of such Firm's subcontractor(s) shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by the Firm or any subcontractor to perform services in Nebraska under such contract. The Firm shall provide such reasonable documentation as District may request from time to time during the performance of the contract and for 5 years thereafter documenting compliance with the provisions of this Section.

Failure to comply with the provisions of this Section shall constitute a default under the contract with the District.

#### **2.4 EMPLOYEE CLASSIFICATION**

The Firm agrees to abide by the provisions of Neb. Rev. Stat. 48-2901 to 48-2912, also known as the Employee Classification Act. In compliance with the Act, the Firm shall to submit to District upon execution of the contract and upon request an affidavit attesting that (1) each individual performing services for the Firm is properly classified under the Employee Classification Act, (2) the Firm has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) the Firm has complied with section 4-114, (4) the Firm has no reasonable basis to believe that any individual performing services for such Firm is an undocumented worker, and (5) as of the time of this contract, the Firm is not barred from contracting with the state or any political subdivision pursuant to section 48-2912. The Firm acknowledges that a violation of the Act is grounds for rescission of this contract by District. The Firm further acknowledges that providing a false affidavit under section 48-2911 to District may subject the Firm to the penalties of perjury and upon a second or subsequent violation the Firm shall be barred from contracting with the state or any political subdivision for a period of three years after the date of discovery of the falsehood. The Firm shall require any and all subcontractors who perform work pursuant to the Contract to provide a similar affidavit, which shall be made available to the District upon request.

#### **2.5 PUBLIC BENEFIT**

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Firm is a sole proprietorship or a general partnership, the Firm represents to the District that the sole proprietor or each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to the District that person's immigration status, alien number and a copy of my USCIS documentation upon request by the District.

#### **2.6 FEDERAL TAXES**

Where Federal statutes exempt the District from the payment of excise or manufacturer's taxes on materials or equipment, the Firm shall exclude the amount of any applicable Federal excise or manufacturer's taxes from its proposal. The District will furnish the Firm, on request, the necessary exemption certificates to aid the Firm in the recovery of any such taxes paid.

#### **2.7 STATE AND CITY TAXES**

The District, as a political subdivision, is exempt from the payment of state and city sales taxes, and no such taxes should be included in any amounts to be paid by the District under its contract with the Firm. The District's tax exemption number is 5-0597767.

#### **2.8 TARIFFS AND DUTIES**

All applicable tariffs or duties, including penalties and interest, shall be paid by the Firm and shall not be included in any lease-purchase payments by the District.



**2.9 PERFORMANCE OF CONTRACT**

The Firm shall perform all of its duties hereunder in a good and professional manner and in accordance with accepted sound business practices.

**2.10 ASSIGNMENT AND BINDING EFFECT**

The Firm shall not assign the Contract, or any part thereof, to any other person or entity without the prior written approval of the District, which the District may withhold at its discretion. Transfers aggregating fifty percent (50%) or more of the capital or voting stock of the Firm (if the Firm is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Firm's partnership interest (if the Firm is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Firm (if Tenant is a limited liability company or other legal entity) shall be deemed to be an assignment of the Contract. The Contract between the District and Firm shall be binding on the successors and permitted assigns of the District and Firm.

**2.11 DEFAULT AND REMEDIES**

In the event the Firm: (i) breaches or violates any of the terms and conditions of the contract between the Firm and the District; or (ii) fails to perform any duty or obligation thereunder (iii) if Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over Contractor's affairs, and provided any of the foregoing defaults are not cured by Firm, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Firm, District may take any or all the following actions, in addition to such other remedies as are allowed by law:

- Suspension – District may suspend its payments under the contract without terminating the contract and withhold any further payment pending corrective action by the Firm.
- Termination – Terminate the contract at any time before the date of completion by notice to Firm, which termination shall take effect on the date specified in such notice. Upon such termination, District may itself take over the performance of the Contract and prosecute the Contract to completion by such means as it shall deem best, including use of a substitute contractor. In the event of such termination, Contractor shall not be entitled to any further payment under the Contract. If at any time during the term of the Contract, Contractor is not providing the required services, District may, regardless of whether or not the Contract has been terminated, obtain such services from another contractor and deduct the cost of such services from any amount due Contractor hereunder.

In the event of a suspension or termination, the Firm shall refund to District the portion of the fee or payment attributable to the suspension term or attributable to the unexpired portion of the Contract Term. To determine the amount of such refund, the fee or payment shall be prorated evenly over the period of time covered by the fee or payment. District will promptly notify the Firm in writing of any suspension or termination and the reasons therefor, together with the effective date. The remedies set forth in this Section are in an addition to any other rights and remedies that the District pay have as a result of such default, including the recovery of damages.

**2.12 TERMINATION WITHOUT CAUSE**

District may terminate the Contract with the Firm without cause, at any time prior to the completion of the term of the Contract and without penalty by providing sixty (60) days prior notification in

writing to the Firm. In the event of a no cause termination, the amount to be paid the Firm under the Contract will be prorated to the date of termination, and the Firm will refund to District any overpayment.

### **2.13 INDEMNIFICATION**

Firm, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless District and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with any act or omission of Firm or Firm's agents or employees; any default, breach, violation or non-performance of the contract between the Firm and the District or any injury to persons or property or loss of life caused by Firm or by Firm's agents or employees, other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors.

### **2.14 COMPLIANCE WITH LAWS**

The Firm in performance of the Contract will comply with all applicable Federal, State and local laws, ordinances, regulations and codes.

### **2.15 INVALIDITY**

If one or more of the provisions contained in the Contract are declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected, impaired or invalidated unless the effect of such invalidity, voidness or unenforceability materially alters the purposes of this Contract.

### **2.16 MOST FAVORED CUSTOMER**

By submitting its proposal, the Firm represents to the District that the terms, conditions, and prices established under the contract between the Firm and the District are equal to or better than those offered to other entities, comparable government bodies, and/or school districts. If during the term of the contract the successful proposer offers more favorable terms, conditions or prices to another entity, comparable government bodies, and/or school district, the successful proposing Firm agrees to notify the District. The contract resulting from this RFP shall be amended to reflect more favorable terms, conditions, or prices.

### **2.17 RECORDS**

The Firm shall retain District records for a period of not less than seven years after they are audited by the District's external auditors without additional cost to the District. The record retention obligation shall survive the expiration or termination of the contract with the Firm.

### **2.18 GOVERNING LAW**

The laws of the State of Nebraska shall govern the interpretation and performance of the contract between District and the Firm, without regard to its conflicts of laws principles. Any action brought to enforce any provision of the Contract shall be brought in the appropriate courts of the State of Nebraska.

**2.19 NO WAIVER**

The failure of District or the Form to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligations of such party with respect thereto shall continue in full force and effect.

**2.20 ENTIRE CONTRACT**

This Contract, together with the RFP Documents incorporated therein and any attachments and any exhibits or schedules thereto, constitutes the entire Contract between the parties as to the subject matter hereof, and replaces any prior written and oral statements and understandings.

### **3.0 CONTRACT SPECIFICATIONS AND SCOPE OF SERVICES**

#### **3.1 GENERAL**

The contractor will provide a comprehensive proposal to provide design consultation, product design, and construction of band uniforms for Bryan High School band students. The services to be provided will be performed as required by the RFP Documents.

#### **3.2 PURCHASE ORDERS**

OPS will issue purchase orders to Contractor to require production and delivery of the band uniforms to Bryan High School. The purchase orders will reference the RFP Documents. There will be a purchase order issued for band uniforms which will include the quantity of uniforms to be delivered.

#### **3.3 SCOPE OF SERVICES AND SERVICES REQUIRED**

The Contractor shall provide design consultation, product design, supply and produce the band uniforms for Bryan High School. Each band uniform shall conform to the specifications below. The bidder will also provide a second drawing for drum major uniforms. The drum major uniforms will be the same design as band uniforms but will include variations in color or design components to differentiate the drum major uniforms from band uniforms.

##### **3.3.1 UNIFORM SPECIFICATIONS**

All uniforms will be constructed to permit year to year fittings with a guaranteed life of at least 10 years. District staff will take individual student measurements which will be taken and converted to adjusted stock sizes: extra short, short, regular, long, and extra-long, with proper adjustments for portly and thin, as required, in order to minimize the alteration charges each year. Patterns for the garments must be both male and female, adolescent and adult patterns as required and will not be "cut down" adult patterns. Uniforms produced without using separate male and female patterns result in inferior fit. All uniforms must include jacket, bib, uniform shako and plume; optional items are uniform shako wrap and reversible leg cape. All jackets and bibs shall be made of fabric that is dry clean and machine washable.

##### **3.3.2 FABRIC SPECIFICATIONS**

- 3.3.2.1 Green color will be code: Pantone color code 350C
- 3.3.2.2 Black color will be standard black
- 3.3.2.3 White color will be standard white
- 3.3.2.4 Gold color will be code: Pantone color code 4525C

##### **3.3.3 CONSTRUCTION OF JACKET**

- 3.3.3.1 Each jacket will be fully lined, including body and arms
- 3.3.3.2 Each jacket will have snap tape for sleeve hems
- 3.3.3.3 Each jacket will have shoulder pads
- 3.3.3.4 Each jacket will be under-pressed and have a final press before shipping

**3.3.4 CONSTRUCTION OF BIB**

- 3.3.4.1 The uniform bib will be separate patterns for male and female
- 3.3.4.2 Each bib will have permanent suspenders that are adjustable
- 3.3.4.3 Each bib will have a snap tape for hems

**3.3.5 CONSTRUCTION OF LEG CAPE (optional)**

- 3.3.5.1 Each uniform will have two detachable reversible leg capes.
- 3.3.5.2 The length of the leg cape will go past the knee to the mid shin.
- 3.3.5.3 The leg cape will be constructed with contrasting complementary colors.

**3.3.6 UNIFORM SHAKO AND PLUME**

- 3.3.6.1 Each Shako height needs to be 8 – 12 inches
- 3.3.6.2 Each Shako will have a plume socket
- 3.3.6.3 Each Shako will have a shako box for storage
- 3.3.6.4 Each Plume will have a storage tube
- 3.3.6.5 A plume box or boxes will hold the requested number of plumes
- 3.3.6.6 Each Plume height needs to be 14 inches – solid color
- 3.3.6.7 Additional Plume: solid or multi-colored; size range 12-14 inches

**3.3.7 UNIFORM SHAKO WRAP (optional)**

- 3.3.7.1 The Shako wrap will complement the uniform design

**3.3.8 CONSTRUCTION OF GAUNTLET**

- 3.3.8.1 Each gauntlet will cover the wrist up to the forearm.
- 3.3.8.2 Each gauntlet will be constructed of the same material as the uniform.
- 3.3.8.3 If the gauntlet design includes optional buttons, buttons will match those on the uniform.

**3.4 DRAWING AND DESIGN OF UNIFORM**

The bidder shall submit a .pdf formatted electronic version of the uniform in a professional full color drawing detailing the front and back of the uniform. The bidder will also submit a second .pdf formatted electronic version of the drum major uniform in a professional full color drawing detailing the front and back of uniform. The drum major uniform will be the same design as the band uniforms but will include variations in color or design components to differentiate the drum major uniform from band uniforms. The drawing shall include the band uniform, shako, plume, and all elements of the uniform. Each bidder will be allowed to submit up to three (3) design options of each uniform and drum major uniforms. Each option shall be submitted as individual .pdf images.

**3.5 SAMPLE UNIFORM**

The bidder shall provide a physical sample of the uniform they are submitting. The sample must represent the type of construction and fabric being used for the final uniform; the requested sample does not need to represent the design being submitted in the electronic pdf drawings. The sample shall be the exact fabric and construction of the uniforms being bid. The sample must be tagged or labeled with the name of the bidder and the OPS RFP number for that item and shall

be clearly labeled with full and complete company name of the bidder as included on their signature page of the bidder's bid. The sample shall be provided at no cost to OPS and shall be delivered to OPS at the bidder's cost. Shipping containers must also be tagged or labeled on the exterior with the complete name of the bidder and the OPS bid number. Sample must arrive by the due date and time of the RFP. If sample is not received, a bid may not be considered specific requirements and to assess suitability for purpose.

Sample shall be delivered to the following address:

Omaha Public Schools  
RFP #009-22 SAMPLES  
3215 Cuming Street  
Omaha, NE 68131

Sample will not be returned to the bidders but will be made available for pick-up at bidder's cost for fifteen (15) calendar days after the delivery of sample. If not picked-up at that time, the sample will be disposed of by OPS.

### **3.6 PILOT UNIFORM**

The winning bidder will be required to submit a pilot uniform for both the band uniform and drum major uniform that meets the color, design, construction specifications and conforms to the details of workmanship and component parts. All items being proposed must have a pilot band and drum major uniform for final approval by the District. The bidder will be required to submit a pilot band and drum major uniform before production of the remaining uniforms. The pilot sample must arrive within 20 business days from notification of award. The production delivery time will begin upon issuance of the purchase order by the District. The pilot uniform will be returned to the vendor by the District with a prepaid label provided by the vendor. If awarded the RFP for band uniforms and the delivered product fails to conform to the pilot uniform provided, the Contractor furnishing that item shall be required to immediately replace the non-conforming item of the band uniform with a replacement conforming to the sample and the contract requirements at no additional cost to OPS.

### **3.7 UNIFORM IDENTIFICATION**

Each uniform must have a woven number sewn into the inside of the garment to reflect the progressive sizes of the uniform. The contractor will furnish a name and number list at the time of shipment to the District. The manufacturer will provide care and maintenance instruction books for machine washing and dry cleaning.

### **3.8 UNIFORM MANAGEMENT SOFTWARE**

Each bidder is required to provide the District with a software uniform management system to calculate the proper stock uniform size required by a student, based on established sizing criteria used in the uniform industry. The software/data file will match the student with the proper coat, trousers and headgear using sizes entered by the user. The software/data file will be designed in such a way to ensure the priority is given to maintaining numeric continuity within an individual student's assignment in the assigning process, however the software/data file shall be able to "mix" the numeric assignment when necessitated by the student's sizes and available inventory. The software shall be able to generate lists of the uniform inventory, student sizes, assigned uniforms, needed sizes and remaining inventory. The software shall also have the capability of recalling uniform assignment by searching for individual parts. The software/data file shall be

made available compatible with Windows 7, Windows 10 or Mac 10.8 or newer. The software shall be made available for download from a Website. The data file will be downloadable into Charms. The District will be made a licensed user of the software. The software/data file must consider the following attributes when determining sizes:

### **3.8.1 SELECTION OF UNIFORM SOFTWARE TOOL**

The software/data file shall be capable of storing and assigning uniforms of different types (i.e., regular band, front line, drum major, etc.) and to make the correct assignment to the respective student based upon that classification.

### **3.8.2 UNIFORM GENDER IDENTIFICATION SOFTWARE**

All uniforms constructed by quality manufacturers are based on separate male and female patterns and as a result, the software/data file must take gender into consideration which will ensure the user of a superior fit while outfitting students of different proportions.

### **3.8.3 EVALUATION OF HEIGHT AND WEIGHT SOFTWARE TOOL**

Height and weight are used to determine frame and body proportions. Simply relying on measurements of circumference and length will not assure a proper fit. The software/data file must consider height and weight when determining size.

**3.8.3.1 MEASUREMENTS.** Measurements of the deltoid and chest to assure that the coat fits the student properly, consideration must be given not only to chest size but also the deltoid measurement. Consideration by the software/data file of both the deltoid and chest measurement will assure the coat is full enough for the student to allow for full mobility.

Measurements of the waist and inseam of the pants to ensure trousers are of the correct balance are issued, consideration must be given to waist and inseam. Failure to consider the required length can result in trousers proportioned for a different size student being issued.

## **3.9 DELIVERY**

The contractor will be responsible for delivering the uniforms to Bryan High School no later than July 15, 2022.

## **4.0 PROPOSAL REQUIREMENTS**

### **4.1 GENERAL**

The proposal shall contain, at a minimum, the following information under the following sections and in the order given. Firms may use a format of their choosing within the sections. Any proposal not containing the required information may be rejected by the District. Please use the Proposal heading and Signature page formats attached to the RFP Documents as Exhibits A and B. Unsigned and improperly signed proposals may be rejected.

### **4.2 FIRM PROFILE**

- 4.2.1 Identification of Firm, including contact person, address, telephone/fax number, e-mail address and date the Firm was organized. State whether the Firm is a corporation, limited liability company, partnership or other entity and identify the state of organization.
- 4.2.2 Size of the Firm (number of offices, employees and the like) and the geographic area of its operations (i.e., local, regional, national).
- 4.2.3 State whether the Firm is a currently approved service provider or provide design consultation, product design, production of band uniforms.
- 4.2.4 Identify the person signing the proposal and his or her relationship to the Firm. If such person lacks legal authority to bind the Firm to a contract, provide a current power of attorney authorizing the proposal. Provide an address, telephone number, facsimile number and e-mail address (if applicable) for the person signing the proposal and for anyone who executed a power of attorney authorizing the proposal.
- 4.2.5 Identify the individual(s) who will be responsible for providing and supervising the services to be performed under the Contract and provide all pertinent information concerning such individual(s)' qualifications, experience, and certification or licensure to provide such supervision. If applicable, state whether any such individual(s)' certification or licensure ever been denied, revoked or suspended by any state. If so, provide details.
- 4.2.6 State whether the Firm currently maintains each insurance coverage set forth in the Contract Requirements (below), and if not, provide a letter from an insurer as to the availability of such coverage to the Firm or information supporting Firm's self-insurance.
- 4.2.7 The District reserves the right to request a current financial statement as evidence of the Firm's financial stability. If requested, this information must contain a statement on whether the financial statement is internally prepared or was prepared by an outside accounting Firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Firm.
- 4.2.8 State whether your Firm would utilize any subcontractors to perform any services, and, if so, the work that would be subcontracted, the identity of the subcontractors and their respective qualifications.



**4.3 EXPERIENCE**

- 4.3.1 Describe any experience of the Firm in providing the required services and on the scale required to serve the District.
- 4.3.2 Provide three references, including name, title, organization (if any), address, telephone number, facsimile number, e-mail address (if applicable), of entities for which you have performed the same or similar services, giving the type of services performed for each reference and the dates those services were provided. References to other K-12 school districts are preferred.

**4.4 PROVIDING REQUIRED SERVICES**

- 4.4.1 Please state affirmatively in your proposal that your Firm can provide all of the services required by this RFP. Please state any reservation or qualification that the Firm may have regarding providing the required services. Please note that any qualification or reservation by the Firm regarding the required services may result in disqualification of the proposal.
- 4.4.2 Please provide a description (and examples when applicable) of how the Firm will provide the required services.

**4.5 FEES**

Provide your proposed fee schedule for the services specified required. Please include any reimbursements for expenses that would also be charged.

**4.6 OPTIONAL SERVICES**

Please list any optional services that the Firm is willing to provide to the District for the fees quoted. Do not include advertising brochures in the proposal.

**4.7 SIGNATURE**

An authorized individual must sign the proposal for the Firm and must certify that the information in the proposal is true and correct to the best of that person's knowledge and belief. A proposal heading and signature page formats are attached as Exhibits A and B.

**Exhibit A**  
**PROPOSAL**

**Band Uniforms for Bryan High School**

**Proposal No: RFP #009-22**

Proposal of \_\_\_\_\_, a [  ] corporation organized and existing under the laws of the State of \_\_\_\_\_; a [  ] limited liability company organized and existing under the laws of the State of \_\_\_\_\_; a [  ] partnership, organized and existing under the laws of the State of \_\_\_\_\_; or an [  ] individual (check appropriate box).

**TO: Omaha Public Schools locked email box:**

*All proposals must be submitted electronically to the following email address: [muins@ops.org](mailto:muins@ops.org). All electronically submitted proposals must comply with the following requirements:*

The product specifications convey the general style, type, character, and quality of the product desired, and any product which the district in its sole discretion determines to be equal of the specified, considering quality, workmanship, materials, economy of operation and suitability for the purpose intended shall be accepted.

The vendor is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the District to determine if the product offered meets the requirements of the solicitation. Detailed material and construction specifications must be included. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive.

**[INSERT PROPOSAL CONTENT HERE]**

<b>PRODUCT ITEM DESCRIPTION</b>	<b>ESTIMATED UNITS</b>	<b>UOM</b>	<b>UNIT PRICE</b>
Uniform Jacket - Color #1	79	Each	
Uniform Jacket (Drum Major)- Color #2	6	Each	
Uniform Bib	79	Each	
Uniform Reversible Leg Cape - optional	79	Each	
Uniform Shako	79	Each	
Uniform Shako Box	79	Each	
Shako Wrap - optional	79	Each	
Shako Plume	79	Each	
Shako Plume – optional second color	79	Each	
Plume Storage Box(es): (Indicate storage capacity)		Each	
Uniform Gauntlets	79	Pair	
Uniform Garment Bags	79	Each	
Bib Bar Hangers	79	Each	
<b>DESCRIPTION OF ADDITIONAL ITEMS TO SUPPORT THE DESIGN</b>	<b>ESTIMATED UNITS</b>	<b>UOM</b>	<b>UNIT PRICE</b>
Additional Uniform Gauntlets		Pair	
Additional Shako Plume		Each	
Additional Plume Storage Box(es)		Each	
Additional Reversible Leg Cape		Each	
Additional Item - <i>Provide Description Name</i>		Each	
Additional Item - <i>Provide Description Name</i>		Each	

**Exhibit B**  
**Signature Page for Proposal No: RFP #009-22**

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals for design consultation, product design, and production of band uniforms is true and correct to the best of the undersigned's knowledge and belief.

The undersigned further certifies that the Firm submitting the proposal understands: 1) the requirements of the proposal; 2) an award of the proposal by the District, if made, will be based on compliance with the RFP Document requirements and the District's determination of which proposal will best serve the interests of the District; and 3) that the proposal award will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified services meeting the needs and requirements of the District, that it understands the scope of the work required by the bid documents and that other factors specified in the bid documents, in addition to the cost of services, will be considered in determining the successful proposal, if any. The undersigned further acknowledges that once the proposal is opened, it shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period. The undersigned further acknowledges that the District reserves the right to reject any or all proposals and any part thereof and to waive all technicalities.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*RFPs must be signed to be valid.*

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Acknowledge receipt of the following Addenda:

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

**Attachment A**  
**Proposal No: RFP #009-22**

**References**

Supply references of school district or other educational entities of the size of District for which you have provided the same or similar services within the last three years. If you have no educational references, please provide three references of such service provided to other governmental or private entities of a similar of the size within the last three years. A minimum of three (3) business references shall be included with the names and phone number of each contact listing.

1. Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Client since (Year): \_\_\_\_\_

2. Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Client since (Year): \_\_\_\_\_

3. Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Client since (Year): \_\_\_\_\_