



# REQUEST FOR BID

## RFB #2503 Marching Band Uniforms

Bid Due Date: Tuesday, November 12, 2024  
Bid Closing Time: 2:00 p.m. Mountain Time

**Bids Must Be Received By Date and Time Specified to Be Considered**

### Primary Point of Contact -

Al Piper, Purchasing/Asset Manager

Mapleton Public Schools

591 E 80<sup>th</sup> Avenue

Denver, Co 80229

Phone: 303-853-1161

Email: [pipera@mapleton.us](mailto:pipera@mapleton.us)

### Important Dates:

Solicitation Released:

Monday, October 14, 2024

Vendor Question Deadline:

Wednesday, October 23, 2024 @ 2pm, Mountain Time;  
questions to be submitted to Al Piper at [pipera@mapleton.us](mailto:pipera@mapleton.us)

RFB Due:

Tuesday, November 12, 2024 @ 3pm, Mountain time;

Issued By Mapleton Public Schools Purchasing Department

Mapleton Public Schools utilizes the Rocky Mountain E-Purchasing System (RMEPS) at <https://www.bidnetdirect.com/colorado/solicitations/open-bids> to distribute official copies of the Request for Bid (“RFB”). Proposing Vendor will be required to register with the website to download the Bid documents and any addenda. If you experience problems with RMEPS website, please call 800-835-4603 for assistance. There is no charge by Rocky Mountain E-Purchasing for this service. Proposing Vendors are required to acknowledge all addenda with their Bid and are encouraged to register with the website prior to submission of a Bid. Proposing Vendors that do not acknowledge all addenda may be considered non-responsive.

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### **LIST OF ATTACHMENTS:**

Attachment A – Logo/Color Samples

REQUEST FOR BID  
RFB #2503 Marching Band Uniforms

**BACKGROUND:**

Mapleton Public Schools is an internationally accredited public school district located in the Thornton/North Denver area of unincorporated Adams County. We are committed to raising expectations, providing choices for learning, and removing obstacles for all students so that we can guarantee all students achieve their dreams and enthusiastically contribute to their community, country, and world.

Located in one of the fastest-growing counties in Colorado, Mapleton covers 25 square miles and serves suburban, rural, and light industrial communities, with new neighborhoods and developments popping up every year.

Mapleton serves more than 6,700 students in small-by-design brick-and-mortar schools and one K-12 online school. Each student comes from a unique background with their own set of talents, interests, circumstances, and motivations. Mapleton offers a robust preschool program with full-day and half-day options for 3-and-4-year olds, in-person and online learning opportunities for students in grades K-12, and an alternate pathway to high school graduation for young adults up to age 21.

In 2022, Mapleton Public Schools received a six-year national and international accreditation term from the Cognia Global Commission. A systems accreditation by the Cognia Global Accreditation Commission means Mapleton has a nationally recognized mark of quality for the district and each school within the district. It demonstrates Mapleton's commitment to excellence, willingness to grow from feedback, and desire to guarantee all students have the opportunities, experiences, and education necessary to achieve their dreams.

By placing relationships at the forefront of our work, Mapleton's schools offer safe, family-like environments of relentless support. In Mapleton, you won't slip through the cracks or get lost in the crowd.

**OVERVIEW:**

Mapleton Public Schools (MPS) seeks pricing for the one-time purchase of 50-65 costume design band uniforms.

**STATEMENT OF WORK:**

- Mapleton Public Schools is requesting delivery by May 2025.
- Techniques and methodology of construction consistent with current standards of flexibility and fit, comfort and durability exclusive to leading manufacturers in the professional athletic and sportswear industries.
- Uniforms will be completely washable and dryable in standard commercial and residential machines, which eliminates the need for dry cleaning chemicals and resultant residue.
- All items proposed shall be new and in first class condition.

- Each uniform is to be thoroughly inspected before shipment. Imperfections shall be corrected before the uniforms are shipped. Uniforms are to be shipped complete with hangers (plastic) in containers. The uniforms will be ready to wear without cleaning or pressing.
- Instructions for care must be included. No chemical dry clean only or chemical dry clean recommended. Uniforms must be allergy-resistant and have environmental care standards.
- Bidders may propose more than one uniform (i.e. good, better, best)
- Various sizes for both genders will be required. Actual sizes ordered will be determined after award of contract.
- Pricing to include designing, creating and producing approximately 50-65 band uniforms.
- Mapleton colors: black, white, silver, purple. See Exhibit A for sample logos.

**RFB QUESTIONS:**

Questions are due Wednesday, October 23, 2024 at 2:00 pm mountain time. Email questions to Al Piper at [pipera@mapleton.us](mailto:pipera@mapleton.us). Addenda will be posted on BidNet. It is the responsibility of bidders to monitor the website regularly in order to review changes or updates to the solicitation.

**RFB SUBMISSION:**

Proposals will be submitted electronically on a flash drive along with samples in a sealed envelope marked: Mapleton Public Schools RFB #2503 Marching Band Uniforms, ATTN Al Piper.

Bids and product samples will be accepted at the Purchasing office, located at 591 E 80<sup>th</sup> Ave, Denver, CO 80229, until Tuesday, November 12, 2024 at 2:00 pm mountain time.

Late submittals will not be accepted or considered. It is the responsibility of the Vendor to ensure that the bid documents arrive at the Purchasing office on or before the specified time. Submit bids electronically on flash drives along with product samples. Verbal, emailed and faxed responses will not be accepted.

Mapleton Public Schools reserves the right to reject any and all bids or portions thereof, to waive any informalities or irregularities in the bids received, and to approve awards in total or in part, whichever, in its judgment best serves the interests of Mapleton Public Schools.

Bids must contain a signature of an authorized agent of the Vendor. If the Vendor's authorized agent fails to sign the Bid Certification Form, its Bid shall be considered a voided offer and shall not be considered.

Samples of products are required with responses. Bidders must submit liberal sized swatches of the material to be used for the final product. Please include prepaid shipping if return of sample is required.

**1.0 BID TERMS AND CONDITIONS**

- 1.1 Bidder must provide all requested information. Failure to do so may result in rejection of the bid at the option of MPS.
- 1.2 Bids must meet or exceed specifications contained in this document.
- 1.3 Mapleton Public Schools is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.4 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in MPS's solicitation package initially provided to the Bidder. Any proposed modification must be accepted in writing by MPS and prior to award of the contract.
- 1.5 Each Bidder (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations. The awarded contractor shall furnish all supplies which conform to all applicable safety codes and regulations.
- 1.6 All information submitted in response to this RFP is public record under the Colorado Open Records Act and will be available for inspection upon completion of contract negotiation and award. Proprietary information will be submitted separately and clearly marked confidential. Merely marking information as confidential is not sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: general company information, prices, non-financial information concerning compliance with specifications, guarantees and warranties.
- 1.7 For services requiring contractor's presence on MPS property and the project site, the service provider must provide proof of insurance that meets the insurance requirements stated in section 1.17 of this RFP document.
- 1.8 The bid awardee is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the MPS Purchasing Department.
- 1.9 Bidder must note in the RFB response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in MPS's evaluation process. If the Bidder fails to notify MPS of its intent to use subcontractors in the bid submittal, the bid may be considered a void offer. Subcontractors will be allowed only by written permission of MPS.

- 1.10 No officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to MPS of any real or personal property, equipment, material, supplies, or services. This rule also applies to subcontracts with MPS. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with MPS is prohibited.
- 1.11 All obligations of MPS as a result of this RFB are solely from currently budgeted funds and this RFB will not constitute a multiple fiscal year obligation of MPS. Notwithstanding any other section of this RFB, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.
- 1.12 Any bid deemed to be a collusive bid will be rejected. An authorized signature on this bid assures that such bid is genuine.
- 1.13 MPS reserves the right to reject any and all bids or any part thereof, to waive any formalities, and further, to award the bid to the responsible Bidder as deemed in the best interest of MPS. There is no expressed or implied obligation for MPS to reimburse responding Vendors for any expenses incurred in preparing bids in response to this request.
- 1.14 MPS reserves the right to negotiate further with one or more Bidders or to request additional information. Should MPS determine in its sole discretion that only one Bidder is fully qualified or that one Bidder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Bidder.
- 1.15 In the event MPS has reasonable grounds to believe that any individual assigned to perform work under RFB has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information MPS deems reliable; MPS may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of MPS, if a contract cannot be performed as a result of such action, the contract may be terminated.
- 1.16 Certification Regarding Illegal Aliens.
  - 1.16.1 If awarded a contract as a result of this RFB, the Service Provider will certify, represent, warrant and agree that it will not knowingly employ or contract with an illegal alien to perform work as specified in this RFB, and/or will not enter into a contract with a subcontractor that fails to certify to the Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the work specified in this RFB.
  - 1.16.2 The Service Provider will certify, represent, warrant and agree that it will confirm or attempt to confirm through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security the employment eligibility of all its employees who are newly hired for employment in the United States and, if the Service Provider is not accepted into the Basic Pilot Employment Verification Program prior to entering into an Agreement, that it will apply to participate in the Program every three (3) months until it is accepted or the

Agreement has terminated, whichever occurs first. (This provision shall be null and void in the event that the Basic Pilot Employment Verification Program is discontinued.)

- 1.16.3 The Service Provider will not use the Basic Pilot Employment Verification Program procedures to undertake pre-employment screening of job applicants during any period an Agreement is in effect.
- 1.16.4 If the Service Provider obtains actual knowledge that a subcontractor performing work as specified in this RFB knowingly employs or contracts with an illegal alien, it will notify the subcontractor and MPS within three (3) days that it has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien.
- 1.16.5 The Service Provider will comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5).

1.17 Insurance.

The Service Provider shall procure and maintain the required insurance specified below for the duration of an Agreement based upon this RFB, which insurance shall be written for not less than the amounts specified or greater if required by law. A policy that provides the specified coverage amounts via a primary policy plus an umbrella or following form excess policy will be acceptable. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by MPS's CFO. The insurance shall be with a carrier licensed in the state of Colorado and shall have a Best rating of A- or better. The Service Provider shall furnish MPS's CFO with certificates of insurance prior to MPS's approval and signing of this RFB. The certificates shall provide for at least thirty (30) days' advance written notice prior to cancellation or change of coverage. The Service Provider shall name Mapleton Public Schools and its elected officials and employees as additional insured's, except with respect to workers' compensation, as their interests may appear.

Workers' Compensation

- a. State of Colorado Statutory
- b. Applicable Federal Statutory
- c. Employer's Liability \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee
- d. Waiver of subrogation in favor of MPS.

Comprehensive General Liability Providing Insurance for Personal Injury & Property Damage

- a. Personal Injury \$1,000,000  
Property Damage \$1,000,000  
Each occurrence limit \$1,000,000  
General Aggregates \$1,000,000
- b. An endorsement providing that such insurance is primary and that no other insurance of MPS will be called on to contribute to a loss.

- c. An endorsement for volunteers.

Professional Liability

- a. Each occurrence limit \$1,000,000  
Annual Aggregate \$1,000,000

1.18 Indemnification.

The Service Provider shall indemnify and hold harmless MPS and MPS’s Board, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the Service Provider’s real or personal property, operations, provision of Services and/or conduct of any of its employees, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by MPS and/or MPS’s Board, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 1.18 shall be construed in any way or applied in any manner as a compromise or waiver of MPS’s rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

1.19 Cancellation.

Either party may terminate the contract at any time for a material breach with 10 days written notice being provided to cure an alleged breach. After this contract has been in effect for six months, either party may terminate the contract upon 30 days written notice to the other party for any or no reason. In the event of termination any commissions owed shall be promptly paid; provided however, that under no circumstances will any damages be paid solely as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future bids with the school district for the period of five years.

1.20 Annual Appropriation

The District’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District’s Board of Education. The parties acknowledge therefore that this contract does not bind the school district beyond the current fiscal year.

1.21 Miscellaneous.

1.21.1 No Assignment. The Service Provider shall not assign an Agreement, as a result of this RFB, or any of its rights, interests or obligations without the prior written consent of MPS, which consent may be withheld for any reason or no reason as determined by MPS in its sole discretion.

1.21.2 Governing Law. An Agreement resulting from this RFB shall be governed by and construed in accordance with the laws of the State of Colorado.



- 1.21.3 Equal Opportunity. The successful Vendor will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.21.4 Appeal of Award. Bidders may appeal the award by submitting, in writing, a request for re-consideration to MPS Purchasing within 72 hours after the receipt of the notice of award.
- 1.21.5 Deviations. Any deviations must be submitted in writing. In the absence of any deviations, the Bidder shall be held strictly accountable for full compliance.
- 1.21.6 Force Majeure No default, delay, or failure to perform by either party shall be considered a default, delay or failure to perform, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, acts of terrorism, embargos, firm, earthquake, hurricanes or other severe weather conditions, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise schedule to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

## **2.0 Instructions to Bidders**

### **2.1 Preparation Costs**

The bid should be prepared simply and economically and provide a concise description of Offer's response to the requirements of this RFB. Emphasis should be on clarity. Mapleton will not be responsible for any costs incurred by Bidder in the preparation, submission or presentation of bid.

### **2.2 Evaluation**

The District will evaluate each vendor's bid in a fair, consistent and objective manner. Responses to questions or requirements identified in this RFB will form the basis of our evaluation. With this in mind, you should ensure that all information submitted is accurate and will be sustainable throughout the tenure of any contract. Any bids that do not meet the District's initial requirements will be eliminated from further consideration. During the evaluation process, the District reserves the right to request additional information or clarifications from proposers.

### 2.3 Specification Deviations by the Bidder

Any deviation from specification MUST be noted in detail and submitted in writing with bid. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered delivery.

### 2.4 Basis of Bid Award

The Purchasing Department or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District.

### 2.5 Bid Communication/Submittal

Bid addendums and bid submission will be executed through BidNet. Questions will be emailed directly to Al Piper at [pipera@mapleton.us](mailto:pipera@mapleton.us).

### 2.6 Termination of Award for Cause

If, through any cause, the successful Bidder shall fail to fulfill in a timely manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, the District shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder, shall, at the option of the District, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful vendor shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the award by the successful vendor and the District may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the District from the successful vendor is determined.

### 2.7 Termination of Award for Convenience

The District may terminate the award at any time by giving written notice to the successful Vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Vendor under the award shall at the option of the District become its property. If the award is terminated by the District as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as

the services actually performed or material furnished bear to the total services/materials the successful Vendor covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Vendor, termination of award for cause, relative to termination shall apply.

## 2.8 Pricing

Provide pricing based on the Statement of Work.

## 2.9 Warranty-Guarantee

The Vendor shall supply a copy of its written warranty certificates with its response. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor; regardless of whether the Vendor is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

## 2.10 Delivery

The District is requesting delivery by May 2025. The Bidder shall coordinate the necessary delivery requirements of the items with the Purchasing Office in accordance of the delivery location. Items will be delivered to Mapleton Public Schools, ATTN Al Piper, 591 E 80<sup>th</sup> Avenue, Denver, Co 80229.

**3.0 BID CERTIFICATION FORM**

**Vendor:** \_\_\_\_\_

**RFB#2503 Marching Band Uniforms**

Response is required by: **November 12, 2024 before 2:00 p.m., Mountain Time**, submitted here:  
<https://www.bidnetdirect.com/colorado>

**Submitted By:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Certification (If a Bid is Offered) --** The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the Terms and Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Form;
- The Bid is being offered independently of any other Bidder;
- The Bidder will accept any awards made to it as a result of this Invitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Manual Signature of Agent

\_\_\_\_\_  
Typed/Printed Name of Agent

\_\_\_\_\_  
Title of Agent

Note: Bids without the manual signature of an authorized agent of the Bidder may be considered non-responsive and ineligible for award.

Name of Contact Person (if different from Agent): \_\_\_\_\_