

# THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 NORTH PACE BLVD. PENSACOLA, FL 32505

# **INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT**

POSTING DATE: July 31, 2018 PURCHASING CONTACT & TELEPHONE: Stacey Marshall (850) 469-6208 Email: <u>Smarshall2@escambia.k12.fl.us</u>

BID TITLE: BID NUMBER: #190505

BID OPENING DATE & TIME:

# Wednesday, August 15, 2018, 10:00 AM CST

### NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

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 Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.

#### THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE BIDDER IS REQUIRED.

COMPANY NAME:				
MAILING ADDRESS:				
CITY, STATE, ZIP				
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):				
TELEPHONE NUMBER:	(EXT:	)	FACSIMILE NUMBER:	
EMAIL:				
HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRI OTHER(PLEASE SPECIFY		-	_BIDNET_ DEMAND STAR)	_PRIME VENDOR
I CERTIFY THAT THIS BID IS MADE WITHOUT F ANY OTHER BIDDER SUBMITTING A BID FOR AND IS IN ALL RESPECTS FAIR AND WITHOUT CONDITIONS OF THIS BID AND CERTIFY THAT I	THE SAM COLLUSI	1E M/ ON C	ATERIALS, SUPPLIES, EQUIF R FRAUD. I AGREE TO ABID	MENT OR SERVICES E TO ALL TERMS AND

AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME:

DATE:

9500-PUR-028 (rev Jan 2004)

# I. INTRODUCTION

The goal of this Bid is to enter into a purchase agreement for musical instruments. The agreement will consist of the commitment of School District business in exchange for the delivery of quality products with firm prices in a timely manner. 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 or approved purchasing cooperatives.

### \*\* NO SAMPLES SHALL BE ACCEPTED FOR THIS BID. ONLY SPECIFICATION SHEETS SHOULD BE SENT FOR ALTERNATE PRODUCTS. (SEE SECTION III. SPECIAL CONDITIONS PART C. SAMPLES ON PAGE 6) \*\*

# **II. GENERAL TERMS AND CONDITIONS**

NOTE: The term "Bidder, Vendor, or Contractor" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid 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 Bid, 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. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Bids only, details concerning pricing or the offering will not be announced. All Bids 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 Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, 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 Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder'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 30 Days from receipt and acceptance of goods or services and Bidder'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 Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect 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 Bid. 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 Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid 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 Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder 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 Bid terms and conditions.
- J. INSURANCE AND INDEMNIFICATION: The Bidder 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 Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder 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 Bidder or held by the Bidder 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 Bidder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS: Bidders 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. Bidders 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.

- M. PUBLIC ENTITY CRIMES: A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid 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 Bids 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 36 months from the date of being placed on the convicted vendor list.
- N. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, Page 3 of 45

damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this Bid, 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 Bidders 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 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 Bidder, if Bidder: (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 Bid 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 Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, 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 Bid value.
- Q. DRUG-FREE WORKPLACE: Whenever two (2) or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drugfree workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the awardprocess.
- 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 Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid 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 Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two 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 Bidder'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 Bidder 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 Bidder.
- 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. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. SAMPLES: Any sample requested by this

Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any Bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance; (4) Other factors as specified in Section III- Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Bid in its entirety or in part, and to waive minor irregularities if the Bid 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 or approved purchasing cooperatives.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder'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 Bid. Therefore oral statements given before the Bid 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" at least five workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Bid.
- W. BID TABULATIONS, RECOMMENDATIONS, AND PROTEST: Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at http://ecsd-fl.schoolloop.com. Failure to file a protest within the time prescribed in Section 120.57(3), Florida State Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this Bid **must be directed to the designated Purchasing Agent noted on page one (1).** Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this Bid 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 Bid.
- Y. **BID 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 Bid.
- 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.
- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to our supplement Section II. GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
  - A. **TERM OF AGREEMENT**: All prices, terms, and conditions of the purchasing agreement will be in effect from **August 22, 2018 through December 21, 2018**, upon School Board approval.
  - B. BID COMMUNICATION: In the event this Bid document requires clarification, or amendments; this information will be posted to: <u>http://ecsd-fl.schoolloop.com/purchasing/Bids</u>, by the Purchasing Agent responsible for this solicitation. Requests for clarification of Bid items or terms will need to be received in writing, preferably via email, no later than 12:00 PM, CST, Monday, August 6, 2018, by the Purchasing Agent listed on Page 1. Any applicable amendments or responses to any questions received will be posted to the District website above no later than 5:00 PM, CST, Wednesday, August 8, 2018.
  - C. SAMPLES: If offering a brand and/or product <u>OTHER THAN AS SPECIFIED, A SAMPLE</u> <u>SPECIFICATION SHEET WITH DETAILED SPECIFICATIONS AND COLOR PICTURES IS</u> <u>REQUIRED WITH YOUR SUBMISSION</u>. Attach the sample specification sheet at the end of this Bid document. Sample specification sheets should include the full manufacturer's warranty and product(s)/order number(s).
  - D. **PRICING:** It is the Bidder's responsibility to ensure that the pricing listed in the Bid will be the pricing for the <u>entire</u> Bid period.
  - E. **ALTERNATE BID:** Since new products may have been manufactured, no Bidder is prevented from submitting a Bid on a different type and size of container and/or number of units in a shipping case, unless the packaging specified is no longer available commercially. The School District shall have sole discretion in accepting or rejecting any alternate product(s) Bid.
  - F. ALTERNATE PRODUCTS: Offering any product not listed as approved in this document is an alternate bid. Bidders may bid an equivalent product instead of the items already approved for only those items specified that we are accepting alternates for. An alternate product will only be accepted if a sample spec sheet is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a Bidder's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations.
  - G. BID QUANTITIES: Quantities listed in the Bid are estimates provided for Bidder information purposes only. No guarantee is given or implied as to the exact quantities that will be purchased from this Bid. 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 Bid pricing or the terms and conditions of the Bid.
  - H. **MINIMUM DOLLAR/ORDER QUANTITY REQUIREMENTS:** The District will not accept any minimum order quantity requirements or minimum order dollar amounts.
  - I. BIDDER'S CLERICAL ERRORS: The Purchasing Agent will correct clerical errors if the errors are evident on the face of the Bid or other documents submitted with the Bid. A clerical error is an error by the Bidder in transcribing its offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item, or a missing or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid.) Unit prices shall prevail over extended prices in the event of a

discrepancy between extended prices and unit prices.

- J. **DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product after Bid award, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing. The Bidder will apprise the District of product replacement options at the contract price, and/or any cost reduction available for the specified product(s). The School District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).
- K. **SUBSTITUTIONS:** Only those items Bid shall be shipped and accepted. In the event that an item is discontinued by the manufacturer, the Bidder may not substitute an equivalent item without first submitting specifications with any deviations to the original specifications noted. If the District so desires, a sample may be requested. Substitute products replacing a product awarded must be offered at the same price or lower than the discontinued product. Such pricing will remain in effect for the balance of the Bid term. A new model that directly replaces a discontinued model is not considered a substitution under this paragraph.
- L. DELIVERY: Delivery of goods shall be to schools in Escambia County, Florida. The addresses and phone numbers of the schools will be disclosed upon the release of the District's Purchase Order or payment made by District Visa Credit Card. All shipments/deliveries must be received and signed for by the School's Band Director or his designee. Delivery appointments must be made at least twenty- four (24) hours in advance by calling the schools' phone number.
- M. CONDITION OF PRODUCT AT TIME OF DELIVERY: Bidders shall ensure that merchandise is shipped to and received by the District in good condition and that all items meet bid specifications, quality, and appropriately ordered quantity. If an item is received by a Band Director that does not exactly meet specifications, the Band Director will either refuse shipment at delivery or issue a pickup notice to the Bidder. Any item requiring Bidder's pickup because it does not meet the bid specifications will be picked up by the Bidder at the Bidder's expense. No shipping charges or restocking fees shall be charged to the School District. If Bidder indicates that specifications are being met, but delivers inferior products, or indicates, after the bid award, that the price must go up, the Bidder's entire bid may be terminated and awarded to the next lowest Bidder and/or the Bidder may be prohibited from doing business with the School District for a period not to exceed two (2) years.
- N. **DELIVERY TIME:** It is anticipated that all products Bid are in-stock and available for immediate delivery. Please state your normal delivery time after receipt of order on page forty one (41). The District recognizes that certain items Bid may have a longer lead time. Bidder shall indicate those items which have a lead time in excess of ten (10) days. For example, "Lead time is four (4) weeks after receipt of order" Failure to meet delivery schedules may be grounds for contract termination.
- O. **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.
- P. **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 Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder 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.

Q. BACKGROUND SCREENING REQUIREMENTS: Bidder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Bidder and all of its employees who Page 7 of 45 provide services under this contract 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 school in advance of the Bidder providing any services on campus while students are present. The Bidder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder and its employees. The Bidder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://ecsd-fl.schoolloop.com. Bidder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Bidder 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 Bidder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Bidder agrees to indemnify and hold harmless school, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Bidder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

R. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit the "Bidder's Statement of Principal Place of Business", Attachment – D, with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <u>http://www.leg.state.fl.us/Statutes/index.cfm</u> for additional information regarding this Statute.

### S. EX PARTE COMMUNICATION:

- 1. Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
- 2. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
- 3. Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.
- 4. Questions regarding Bid must be directed to the Purchasing Agent listed on page one within the timeframe provided for clarifications and interpretations under Paragraph B, Special Conditions (Section III, page 6).
- T. BID DOCUMENTATION AND REQUIRED ENCLOSURES: Submissions must be in hardcopy format; fax and/or email submissions will be considered "non-responsive". <u>Failure to return</u> the following forms MAY result in your Bid not being accepted:
  - 1. The ENTIRE ITB document (pages 1 45) MUST be returned when Bidding.
  - 2. *Invitation to Bid (ITB) & Bidder's Acknowledgement:* This form located on page one (1) of this Bid document, must be completed with an **ORIGINAL** signature and returned with the Bid.
  - Drug Free Workplace: This form, Attachment A, of this Bid document, while not required, will be a determining factor in award between two (2) Bids equal in price, quality, and service. If submitting, the signature must be an ORIGINAL.
  - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions: This form, Attachment – B, of this Bid document, must be returned with the Bid, completed with an ORIGINAL signature.

- 5. *Escambia School District Public Records Addendum:* This form, Attachment C, of this Bid document, must be returned with the Bid, completed with an **ORIGINAL** initials.
- 6. Bidder's Statement of Principal Place of Business: This form, Attachment D, of this Bid document, must be completed and submitted with the response to this solicitation. TWO (2) SIGNATURES are required on this form: Bidder, which must be an ORIGINAL signature, and Attorney (if you are an out of state Bidder), which does not require an original signature. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustment to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. Refer to <a href="http://www.leg.state.fl.us/Statutes/index.cfm">http://www.leg.state.fl.us/Statutes/index.cfm</a> for additional information regarding this Statute.

#### IV. SPECIFICATIONS AND PRICE

#### BID ITEM **QUANTITY**

1.

### **DESCRIPTION**

#### UNIT PRICE **TOTAL PRICE**

1 Name: French Horn

### Specifications:

- Gold lacquer
- Geyer wrap
- Medium large
- Case included

Approved Brand: Yamaha YHR567

### Accepting Alternate

Models: Yamaha model alternates accepted

### Brand Name/Number

2. 1 Name:

Sousaphone

Approved Brand:

Conn 20KSBW

#### Specifications: - Key of BBb

#### Accepting Alternate Models:

Yes

- .734" bore - 3 offset short action pistons
- 26" bell
- All brass construction
- Satin silver plate finish
- Conn 18 mouth piece
- 7761C plastic case with

wheels included

### Brand Name/Number

1

3.

#### Name: Marimba

Approved Brand:

Yes

Adams ADM-MCKF43

### Specifications:

Accepting Alternate - MCKF434.3 octave concert Models:

- Synthetic wood
- Tuning: A=442 Hz.
- Range: A2 C7
- Length: 81.5"Lo End:42"
- Hi End: 23"
- Height adjustable: 33.4" -

41.3"

- Frame: endurance field
- Weight: 127 lbs.

### <u>BID</u> ITEM QUANTITY

4.

5.

6.

1

1

### DESCRIPTION

UNIT PRICE TOTAL PRICE

<u>Name:</u> Drum Set

## Approved Brand:

Pacific Drums and Percussion J13910

### Accepting Alternate

- Birch finish

- 5 piece set included in the entire package.

<u>Models:</u> Yes

No

Brand Name/Number

### Approved Brand:

Yamaha YBH-301M Series

#### Specifications: - Key: Bb

Marching Baritone

#### Accepting Alternate Models:

la.

- Bore: .571-inch - Bell: 10-inch

- Bell material: yellow brass

- Valves: nickel-plated pistons

- Features: gold brass lead

pipe; large shank

- Mouthpiece receiver; heavy

bracing

Name:

-Mouthpiece: Yamaha L48

large shank

- Finish: lacquer, silver

- Case included

### Brand Name/Number

Approved Brand:

Jupiter JTS710GN

Models:

Yes

Accepting Alternate

1 <u>Name:</u> Tenor Saxophone

### **Specifications:**

- Finish: brass
- Eb alto
- Lacquered brass body
- Nickel plated keys
- High F# key
- Tilting G# Bb table keys
- Upper and lower stack
- Adjusting screws
- Metal Tone Boosters
- Adjustable thumb rest
- Frame: wood
- Case included

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UNIT PRICE TOTAL PRICE

7. **1** <u>Name:</u> Alto Saxophone

1

#### Specifications:

- Finish: brass
- High F# key

Name:

- Case included

Brand Name/Number

Accepting Alternate

**Approved Brand:** 

Jupiter JAS72GN0

Accepting Alternate

Models:

Yes

Korg

Models:

Yes

Approved Brand:

DESCRIPTION

## Specifications:

Microkorg XL

- 16 channel

+Synth/vodocoder

- 37 note keyboard
- AC adaptor
- Gooseneck microphone

Brand Name/Number

1 <u>Name:</u> Flugelhorn

L

Specifications:

- Finish: silver plate
- 3 valve
- Case Included

<u>Approved Brand:</u> Bach

<u>Accepting Alternate</u> <u>Models:</u> Yes

Brand Name/Number

2 <u>Name:</u> Euphonium

#### **Specifications:**

- Finish: silver plate
- 4 valve
- Case included

<u>Approved Brand:</u> Yamaha

Accepting Alternate Models: Yes

Brand Name/Number

ITEM QUANTITY

BID

9.

10.

8.

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRIF	PTION	UNIT PRICE	TOTAL PRICE
11.	2	<u>Name:</u> Bass Drum Heads	<b>Approved Brand:</b> Pearl		
		<u>Specifications:</u> - Top and bottom 36''x18" - One (1) set of two (2) heads	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
12.	4	<u>Name:</u> Timpani Heads	<u>Approved Brand:</u> Evans		
		Specifications: - Size: 32", 29", 26", and 23"	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
13.	2	<u>Name:</u> Concert Snare Drum Head	<u>Approved Brand:</u> Remo		
		<u>Specifications:</u> - Size: 14'' - Single ply - 3-mil textured mylar - The bottom head	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
14.	2	<i>Name:</i> Bass Drum Mallets	<u>Approved Brand:</u> None		
		<ul> <li>Specifications:</li> <li>Two (2) pair of different size mallets</li> <li>Hard felt heads</li> </ul>	<u>Accepting Alternate</u> <u>Models:</u> Yes		
		- Hickory shaft	Brand Name/Number		
15.	2	<u>Name:</u> Timpani Mallets	<u>Approved Brand:</u> None		
		<u>Specifications:</u> - Two (2) pair of different hardnesses	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		

<u>BID</u> ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
16.	2	<u>Name:</u> Orchestra Chime Mallet	<u>Approved Brand:</u> None		
		<u>Specifications:</u> - None	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
17.	4	<u>Name:</u> Yarn Mallets	<u>Approved Brand:</u> None		
		Specifications: - Variety sized	Accepting Alternate Models: Yes		
			Brand Name/Number		
18.	2	<u>Name:</u> Bass Clarinet	<u>Approved Brand:</u> Yamaha YCL22111		
		<u>Specifications:</u> - Low EB -case included - Brushed resin body	Accepting Alternate Models: Yes		
			Brand Name/Number		
19.	1	<i>Name:</i> Electric Guitar	<u>Approved Brand:</u> Ibanez GR X20		
		Specifications: - Finish: Jewel blue - Maple neck - Rosewood fret board - Chrome hardware - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
20.	2	<u>Name:</u> 110 Guitar Amp	<u>Approved Brand:</u> Peavy Envoy		
		<u>Specifications:</u> - W transtube - 40W	<u>Accepting Alternate</u> <u>Models:</u> Yes		

BID ITEM	QUANTITY		DESCRIPTION	<u>UNIT PRICE</u>	TOTAL PRICE
21.	2	<i>Name:</i> Tuba <i>Specifications:</i> - Finish: brass - 4 valve - <b>Case included</b>	Approved Brand: YBB-321WC Accepting Alternate <u>Models:</u> No		
			Brand Name/Number		
22.	1	<i>Name:</i> Cymbal <i>Specifications:</i> - 18" SR2 medium - Suspended	<b>Approved Brand:</b> Sabian <u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
23.	1	<i>Name:</i> Cymbal Stand <u>Specifications:</u> - Convertible boom	<b>Approved Brand:</b> Pearl BC 830 <b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
24.	1	<i>Name:</i> Malletech <i>Specifications:</i> - Natural rubber rattar	Approved Brand: - NR19R Accepting Alternate Models: Yes		
			Brand Name/Number		
25.	1	<i>Name:</i> Xylo/Bell Mallets <i>Specifications:</i> - Bright sound	<u>Approved Brand:</u> Innovative James Ross iP905 <u>Accepting Alternate</u> Models:		

<u>Accepting Alternate</u> <u>Models:</u> No

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
26.	1	<u>Name:</u> Xylo/Bell Mallets	<u>Approved Brand:</u> IPP902		
		<u>Specifications:</u> - Medium soft	<b>Accepting Alternate</b> <u>Models:</u> No		
			Brand Name/Number		
27.	1	<u>Name:</u> General Bass Mallet	Approved Brand: CL-BD2		
		<u>Specifications:</u> - None	<b>Accepting Alternate</b> Models: No		
			Brand Name/Number		
28.	1	<u>Name:</u> General Timpani Mallets	<u>Approved Brand:</u> GT-3		
		<u>Specifications:</u> - None	Accepting Alternate Models: No		
			Brand Name/Number		
29.	1	<u>Name:</u> French Horn	<u>Approved Brand:</u> Holton H378		
		<u>Specifications:</u> - Finish: yellow brass - Case Included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
30.	1	<u>Name:</u> Concert Bass Drum	<b>Approved Brand:</b> Pearl		
		<u>Specifications:</u> - Include STBD - Suspended stand 36"x16" - Mahogany shells	<u>Accepting Alternate</u> <u>Models:</u> Yes		

BID ITEM	<u>QUANTITY</u>	DE	ESCRIPTION	UNIT PRICE	TOTAL PRICE
31.	1	<u>Name:</u> Tuba	<u>Approved Brand:</u> Jupiter JTU1010		
		Specifications: - 4 Valve - ¾ BBb 709 Bore - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
32.	1	<u>Name:</u> Keyboard	<b>Approved Brand:</b> Yamaha Clavinova CLP- 575		
		<u>Specifications:</u> - Color: rosewood	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
33.	4	<u>Name:</u> Cello	<u>Approved Brand:</u> Luger CC100		
		Specifications: - Size: 3/4 full size - Bow included - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
34.	4	<u>Name:</u> Cello	Approved Brand: Luger CC100		
		Specifications: - Size 4/4 full - Bow included - Case included	Accepting Alternate <u>Models:</u> Yes		
			Brand Name/Number		
35.	4	<u>Name:</u> Bass	<u>Approved Brand:</u> Luger VB200		
		<u>Specifications:</u> - Size:1/2 - Bow included - Case included	Accepting Alternate Models: Yes		

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
36.	4	<u>Name:</u> Bass	<b>Approved Brand:</b> Luger VB200		
		<u>Specifications:</u> - Full size - Bow included - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
37.	2	<u>Name:</u> Digital Piano Keyboard	<u>Approved Brand:</u> Yamaha DGX-660		
		<u>Specifications:</u> - Stand included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
38.	1	<u>Name:</u> Standard Jazz Bass	<u>Approved Brand:</u> Fender 146202502		
		<u>Specifications:</u> - Color: black - Maple fingerboard - <b>Case included</b>	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
39.	1	<i>Name:</i> Jazz Guitar	Approved Brand: Fender 0141603306		
		<u>Specifications:</u> - Color: black - Pau ferro fingerboard - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
40.	1	<u>Name:</u> Bass Combo Amplifier	Approved Brand: Ampeg BA210V2		
		Specifications: - Size: 2x10"	<u>Accepting Alternate</u> <u>Models:</u> No		

<u>BID</u> ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
41.	1	<u>Name:</u> Bass Combo Amplifier	<i>Approved Brand:</i> Ampeg GVT15-112		
		Specifications: - 15 watts	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
42.	1	<u>Name:</u> Conga Set	<u>Approved Brand:</u> None		
		Specifications: - Size: 28" tall oak congo - Finish: natural - EZ curve rims - Rawhide heads - Bongos included - Stand included	Accepting Alternate Models: Yes		
			Brand Name/Number		
43.	4	<u>Name:</u> Piccolo	<u>Approved Brand:</u> Yamaha YPC-32		
		<u>Specifications:</u> - Key of C - Finish: silver plated - <b>Case included</b>	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
44.	3	<i>Name:</i> Protégé Oboe	Approved Brand: Fox Renard 333		
		<u>Specifications:</u> - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
45.	2	<u>Name:</u> Bass Clarinet	<u>Approved Brand:</u> Yamaha YCL-221II		
		<u>Specifications:</u> - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		

<u>BID</u> ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
46.	1	<u>Name:</u> Contra-Alto Clarinet	<u>Approved Brand:</u> Leblanc 7181		
		<u>Specifications:</u> - Case included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
47.	1	<u>Name:</u> Bassoon	<b>Approved Brand:</b> Fox Renard 41		
		<u>Specifications:</u> - Case included	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
48.	3	<u>Name:</u> Tenor Saxophone	<u>Approved Brand:</u> Yamaha YTS-480		
		<u>Specifications:</u> - Finish: yellow brass - <b>Case included</b>	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
49.	3	<u>Name:</u> Baronite Saxophone	<b>Approved Brand:</b> Yamaha YBS-52		
		<u>Specifications:</u> - Finish: yellow brass - Case included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
50.	10	<u>Name:</u> French Horn	<u>Approved Brand:</u> Holton H379		
		<u>Specifications:</u> - Finish: silver plated - Case included	<b>Accepting Alternate</b> <u>Models:</u> No		
			Brand Name/Number		

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
51.	10	<u>Name:</u> Euphonium	<u>Approved Brand:</u> Yamaha YEP_321S		
		<u>Specifications:</u> - Finish: silver plated - Case included	Accepting Alternate Models: Yes		
			Brand Name/Number		
52.	6	<u>Name:</u> Tuba	<u>Approved Brand:</u> Yamaha YBB-321SWC		
		<u>Specifications:</u> - Size: 4/4 - Finish: silver plated - <b>Case included</b>	Accepting Alternate Models: Yes		
			Brand Name/Number		
53.	10	<u>Name:</u> Tuba	<i>Approved Brand:</i> Jupiter JTU700		
		<u>Specifications:</u> - Size: 3/4 - 3 valve - Finish: lacquer finish	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
54.	10	<u>Name:</u> Tuba Tamer	Approved Brand: Wenger 049E001		
		<u>Specifications:</u> - Height adjustable	Accepting Alternate Models: No		
			Brand Name/Number		
55.	1	<u>Name:</u> Timpani Set of 4 Drums	<u>Approved Brand:</u> Ludwig LKP504KG		
		<i>Specifications:</i> - Sizes: 23", 26", 29", 32" - Finish: hammered copper	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		

BID ITEM	<u>QUANTITY</u>	DESCRIP	TION	UNIT PRICE	TOTAL PRICE
56.	1	<u>Name:</u> Concert Bass Drum	<b>Approved Brand:</b> Pearl PBE3618/s		
		Specifications: - Size: 36" x 18" - Suspended stand included	<b>Accepting Alternate</b> <u>Models:</u> No		
			Brand Name/Number		
57.	2	<u>Name:</u> Miramba	Approved Brand: Adams MCKV43		
		<u>Specifications:</u> - 4.3 octave - Stand included - Mallet sets included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
58.	1	<u>Name:</u> Xylophone	<u>Approved Brand:</u> Adams XSHV-35		
		<u>Specifications:</u> - 3.5 octave - Stand included - Mallet sets included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
59.	1	<u>Name:</u> Concert Bells	<b>Approved Brand:</b> Yamaha YG1210S100		
		<u>Specifications:</u> - 2.5 octave - Rolling stand included - Mallet sets included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
60.	1	<u>Name:</u> Drum Set	Approved Brand: Pearl RS505SC/c		
		<u>Specifications:</u> - 5 piece - Finish: jet black - <b>Hardware included</b>	<b>Accepting Alternate</b> <u>Models:</u> Yes		

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
61.	5	<u>Name:</u> Concert Snare Drum	<u>Approved Brand:</u> Pearl CRP1455		
		<u>Specifications:</u> - 14" x 5.5" - Finish: maple - <b>Stand included</b>	Accepting Alternate Models: No		
			Brand Name/Number		
62.	1	<u>Name:</u> Symphonic Gong	<u>Approved Brand:</u> Sabian 52602		
		<u>Specifications:</u> - Size: 26"	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
63.	1	<u>Name:</u> Gong Stand	<u>Approved Brand:</u> Sabian 61005		
		<u>Specifications:</u> - Size: small gong stand	Accepting Alternate Models: Yes		
			Brand Name/Number		
64.	1	<u>Name:</u> Triangle Performance Pack	<b>Approved Brand:</b> Black Swamp TRPACK		
		<u>Specifications:</u> - Size: 6" triangle - <b>Gig bag included</b>	Accepting Alternate Models: No		
			Drond Marrie Alteriate		
			Brand Name/Number		
65.	1	<u>Name:</u> Triangle	<u>Approved Brand:</u> Sabian 61135-9B8H		
		<b>Specifications:</b> - Size: 9" triangle - Finish: hand hammered bronze	Accepting Alternate Models: Yes		

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BID ITEM	<u>QUANTITY</u>	DESCRIP	TION	UNIT PRICE	TOTAL PRICE
66.	1	<u>Name:</u> Artisan Triangle	<b>Approved Brand:</b> Black Swamp At4		
		<u>Specifications:</u> - Size: 4" triangle	Accepting Alternate Models: Yes		
			Brand Name/Number		
67.	2	<u>Name:</u> Tambourine	<i>Approved Brand:</i> Black Swamp TD1S		
		<u>Specifications:</u> - Size: 10" tambourine - Synthetic head	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
68.	1	<u>Name:</u> Chimes	<u>Approved Brand:</u> Musser M635C		
		Specifications: - Size: 1 ¼" - 1.5 Octave - Finish: chrome plated and golf framed	Accepting Alternate Models: Yes		
			Brand Name/Number		
69.	1	<u>Name:</u> Cymbal	<b>Approved Brand:</b> Zildjian K1012		
		<u>Specifications:</u> - Size: 18" suspended cymbal - Finish: brass	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
70.	1	<u>Name:</u> Classic Orchestral Cymbals	<u>Approved Brand:</u> Zildjian Ao751		
		<u>Specifications:</u> - Size: 16" medium-light crash pair	<b>Accepting Alternate</b> <u>Models:</u> Yes		

<u>BID</u> ITEM	QUANTITY	DESCRIP	TION	UNIT PRICE	TOTAL PRICE
71.	1	<i>Name:</i> Cymbal Cradle Stand	Approved Brand: Pearl C1030AC		
		Specifications: - Holds cymbals horizontally - Rubber-coated cradle arms - Height adjustable	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
72.	1	<u>Name:</u> Goosneck Suspended Cymbal Stand	Approved Brand: Pearl C1030SC		
		<u>Specifications:</u> - None	<b>Accepting Alternate</b> <b>Models:</b> No		
			Brand Name/Number		
73.	1	<u>Name:</u> Granite Blocks	Approved Brand: Latin Percussion LP1210		
		<u>Specifications:</u> - Clamp stand included	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
74.	2	<u>Name:</u> Wood Blocks	<b>Approved Brand:</b> Black Swamp MWB1		
		<u>Specifications:</u> - Size: large - Finish: wood	<b>Accepting Alternate</b> <u>Models:</u> No		
			Brand Name/Number		
75.	2	<u>Name:</u> Vibra Slap	Approved Brand: Latin Percussion LP208		
		<u>Specifications:</u> - Finish: wood	<u>Accepting Alternate</u> <u>Models:</u> No		

No

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
76.	1	<u>Name:</u> Rachet	Approved Brand: Ludwig LE75		
		<b>Specifications:</b> - Heavy double braced - Extended height	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
77.	5	<u>Name:</u> Snare Stand	Approved Brand: Gibraltar 6706EX		
		Specifications: - Double-braced - Extended height range - Holds from 10" to 15" in width	Accepting Alternate Models: Yes		
			Brand Name/Number		
78.	1	<u>Name:</u> Concert Toms	Approved Brand: Pearl PTE-1012		
		Specifications: - 6-ply (7.5mm) poplar/kapur shells - 1.6mm steel triple-flanged hoops - Clear single ply heads - Finish: midnight black - Low mass lugs - Double tom stand included	Accepting Alternate Models: Yes		
			Brand Name/Number		
79.	1	<b>Name:</b> Agogo bells	<b>Approved Brand:</b> Latin Percussion LP231B		
		<u>Specifications:</u> - Size: large	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
80.	1	<u>Name:</u> Conga Set	<u>Approved Brand:</u> Meinl Nino 910nt		
		Specifications: - Size: 9" & 10" congas - Finish: wine red wood - Basket stand included	Accepting Alternate Models: No		
			Brand Name/Number		

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BID ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
81.	1	<u>Name:</u> Bongos Set	<i>Approved Brand:</i> Pearl Primero Pro PWB100DXxxx		
		<b>Specifications:</b> - Size: 7" and 8.5" bongos - Finish: oak	Accepting Alternate Models: Yes		
			Brand Name/Number		
82.	1	<u>Name:</u> Cowbell	Approved Brand: Latin Percussion ES-12		
		<u>Specifications:</u> - Mountable	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
83.	1	<u>Name:</u> Guiro	Approved Brand: Latin Percussion LP243		
		Specifications: - Finish: synthetic - Scraper included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
84.	2	<u>Name:</u> Claves	<u>Approved Brand:</u> Latin Percussion LP211R		
		Specifications: - Size: standard	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
85.	1	<u>Name:</u> Castanet Machine	Approved Brand: Latin Percussion LP427		
		<u>Specifications:</u> - Size: 6" L x 2" H - Can be mounted	<u>Accepting Alternate</u> <u>Models:</u> Yes		

BID ITEM	QUANTITY	DESCR	<u>IPTION</u>	UNIT PRICE	TOTAL PRICE
86.	1	<u>Name:</u> Maracas	<u>Approved Brand:</u> Latin Percussion LP389		
		<u>Specifications:</u> - Finish: black fiber	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
87.	1	<u>Name:</u> Egg Shaker Set	<u>Approved Brand:</u> Latin Percussion LP016		
		Specifications: - 3 piece set	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
88.	1	<u>Name:</u> Cabasa	<u>Approved Brand:</u> Latin Percussion LP234B		
		<u>Specifications:</u> - Size: large - Finish: wood	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
89.	1	<u>Name:</u> Classic Wind Chimes	<u>Approved Brand:</u> Treeworks TRE35		
		<u>Specifications:</u> - Size: 350 bar	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
90.	1	<i>Name:</i> Vibraphone	<u>Approved Brand:</u> Adams VCSV30M		
		Specifications: - Size: 3 octave - Motor included -Traveler frame included	<b>Accepting Alternate</b> <u>Models:</u> No		

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<u>BID</u> ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
91.	1	<u>Name:</u> Slap Stick	<u>Approved Brand:</u> Pearl PSS100		
		<u>Specifications:</u> - Hardwood	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
92.	1	<u>Name:</u> Sleigh Bells	Approved Brand: Latin Percussion CP374		
		Specifications: - 25 bells attached	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
93.	2	<u>Name:</u> Sleigh Bells	<u>Approved Brand:</u> Meinl Nino962		
		Specifications: - 4 bells attached	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
94.	1	<u>Name:</u> Percussion Trap Table Accessory rack	<u>Approved Brand:</u> Pearl PTR-UNV		
		<u>Specifications:</u> - Stand included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
95.	8	<u>Name:</u> Straight Trumpet Mute	<u>Approved Brand:</u> Yamaha MU-TR12US		
		<u>Specifications:</u> - Finish: aluminum body with copper bottom	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		

BID ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
96.	8	<u>Name:</u> Trumpet Triple Play Mute	<u>Approved Brand:</u> Harmon J1		
		<u>Specifications:</u> - Finish: aluminum	<u>Accepting Alternate</u> <u>Models:</u> Yes		<u></u>
			Brand Name/Number		
97.	8	<u>Name:</u> Trumpet and Cornet Cup Mute	<u>Approved Brand:</u> Yamaha MU-TR13C		
		<u>Specifications:</u> - Finish: aluminum	Accepting Alternate Models: Yes		
			Brand Name/Number		
98.	6	<u>Name:</u> Straight French Horn Mute	<b>Approved Brand:</b> Jo-Ral FR-AC		
		Specifications: - Finish: aluminum with copper bottom	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
99.	6	<u>Name:</u> Straight Trombone Mute	<b>Approved Brand:</b> Yamaha MUSL14S		
		<u>Specifications:</u> - Finish: aluminum	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
100.	6	<u>Name:</u> Trombone Cup Mute	<b>Approved Brand:</b> Ja-Ral TRB-6L		
		<b>Specifications:</b> - Size: large - Finish: aluminum - Adjustable	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
101.	1	<u>Name:</u> Mouthpiece Puller	<u>Approved Brand:</u> 5366 Bobcat		
		<u>Specifications:</u> - Adjustable jaws	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
102.	8	<u>Name:</u> Trumpet and Cornet Cup Mute	<b>Approved Brand:</b> Yamaha MU-TR13C		
		<b>Specifications:</b> - Finish: aluminum - Adjustable	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
103.	1	<u>Name:</u> Modular Music Lab System	<b>Approved Brand:</b> Yamaha LC4BASE		
		<u>Specifications:</u> - None	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
104.	1	<u>Name:</u> Lab Expansion	<u>Approved Brand:</u> Yamaha LC4EXP		
		Specifications: - LC4 8-Student	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
105.	16	<u>Name:</u> Digital Piano	<b>Approved Brand:</b> Yamaha P115BK		
		<u>Specifications:</u> - 88-key - <b>Speaker included</b>	<u>Accepting Alternate</u> <u>Models:</u> Yes		

BID ITEM	QUANTIT	Y DESC	RIPTION	UNIT PRICE	TOTAL PRICE
106.	16	<u>Name:</u> USB 2.0 A to B Cable	<u>Approved Brand:</u> Yamaha USBAB5		
		<u>Specifications:</u> - Length: 5'	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
107.	16	<u>Name:</u> Stands	Approved Brand: On-Stage KS7350		
		<i>Specifications:</i> - Z stand pro - Heavy duty	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
108.	16	<u>Name:</u> Bench	<b>Approved Brand:</b> On-Stage KB8904B		
		Specifications: - Dlx Kbd Bench - Storage included	<u>Accepting</u> <u>Alternate Models:</u> Yes		
			Brand Name/Number		
109.	2	<i>Name:</i> Portable weighted keyboard	<b><u>Approved Brand:</u></b> Yamaha 42982 00000000		
		<u>Specifications:</u> - 88 key - Stand included - Bench included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
110.	1	<u>Name:</u> Piano	<u>Approved Brand:</u> Clavinova CLP-665GP		
		<u>Specifications:</u> - Bench included	<u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		

BID ITEM	<u>QUANTITY</u>	DESCR	<u>IPTION</u>	UNIT PRICE	TOTAL PRICE
111.	24	<u>Name:</u> Soprano Ukulele <u>Specifications:</u> - Natural California coast	<u>Approved Brand:</u> Fender #305922 <u>Accepting Alternate</u> <u>Models:</u> No		
			Brand Name/Number		
112.	1	<u>Name:</u> Piano Light	<u>Approved Brand:</u> On Stage J08182 000000000		
		<u>Specifications:</u> - 10 LED lights	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
113.	60	<u>Name:</u> Jingle Bells	<b>Approved Brand:</b> Rhythm Band 468069 00000000		
		Specifications: - Wrist bands included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
114.	12	<u>Name:</u> Bodhran set	<b>Approved Brand:</b> Trophy 445002000000000		
		Specifications: - Size:14" and 18"	<b>Accepting Alternate</b> <b>Models:</b> No		
			Brand Name/Number		
115.	1	<u>Name:</u> Universal Tablet Stand <u>Specifications:</u> - Mount included - Stand included	<i>Approved Brand:</i> Yamaha Clavinova CLP-665GP <i>Accepting Alternate <u>Models:</u></i> Yes		

<u>BID</u> ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
116.	30	<u>Name:</u> Economy Claves	<b>Approved Brand:</b> Rhythm Band 468018 000917000		
		<u>Specifications:</u> - Pair	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
117.	1	<u>Name:</u> Table Gong	<u>Approved Brand:</u> Rhythm Band 468405 000968000		
		<b>Specifications:</b> - Size: 14"	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
118.	2	<u>Name:</u> Conductor's Batons	<u>Approved Brand:</u> Rhythm Band 468398		
		<u>Specifications:</u> - A pair of batons	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
119.	1	<u>Name:</u> Deluxe Band Sets	<u>Approved Brand:</u> Rhythm Band 468399 000910000		
		<u>Specifications:</u> - 40 student set	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
120.	2	<u>Name:</u> Harmony Series Recorders	<u>Approved Brand:</u> Kids Play 472308 000914000		
		<b>Specifications:</b> - Set of 5	<b>Accepting Alternate</b> <u>Models:</u> Yes		

<u>BID</u> ITEM	QUANTITY	DESC	RIPTION	UNIT PRICE	TOTAL PRICE
121.	2	<u>Name:</u> Handbell set	Approved Brand: Rhythm Band 470364		
		Specifications: - 20 note	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
122.	1	<u>Name:</u> Octave Set	<b>Approved Brand:</b> Boomwhackers MP- BW316		
		<u>Specifications:</u> - Complete two	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
123.	1	<u>Name:</u> Recorders	<u>Approved Brand:</u> Harmony 400630		
		<u>Specifications:</u> - Set of 5	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
124.	1	<u>Name:</u> Orff Essential Set	Approved Brand: Studio 49 203292		
		<u>Specifications:</u> - None	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
125.	2	<u>Name:</u> Universal Orff Stand	Approved Brand: Basic Beat 260087		
		<u>Specifications:</u> - None	<u>Accepting Alternate</u> <u>Models:</u> Yes		

<u>BID</u> ITEM	QUANTITY	<u>DESCR</u>	IPTION	UNIT PRICE	TOTAL PRICE
126.	30	<u>Name:</u> Resonator Bells	<b>Approved Brand:</b> Basic Beat 200240		
		<u>Specifications:</u> - 8-note - Case included	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
127.	84	<u>Name:</u> Resonator Chime Bars	Approved Brand: Basic Beat 202214		
		<u>Specifications:</u> - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
128.	1	<u>Name:</u> Lummi Sticks	<i>Approved Brand:</i> Basic Beat 540004		
		<u>Specifications:</u> - 12 pairs - Size: 6"	Accepting Alternate Models: Yes		
			Brand Name/Number		
129.	1	<u>Name:</u> Soprano Ukulele Rack	<u>Approved Brand:</u> A & S 356309		
		<u>Specifications:</u> - 2 shelf	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
130.	3	<u>Name:</u> Staff Lapboards	Approved Brand: West Music 530451		
		<u>Specifications:</u> - Erasable - Set of 10	<u>Accepting Alternate</u> <u>Models:</u> Yes		

BID ITEM	QUANTITY	DESCR	IPTION	UNIT PRICE	TOTAL PRICE
131.	1	<u>Name:</u> Arthur Hull Drum Circle	<u>Approved Brand:</u> Remo 202762		
		Specifications: - Kit for 30 students	<b>Accepting Alternate</b> <u>Models:</u> Yes		- <u> </u>
			Brand Name/Number		
132.	2	<u>Name:</u> Orff Mallet Pack	<b>Approved Brand:</b> Basic Beat 261024		
		Specifications: - Set of 18	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
133.	1	<u>Name:</u> Ukulele Tuner	<b>Approved Brand:</b> Kala Kala 354983		
		<u>Specifications:</u> - Color: black	Accepting Alternate Models: Yes		
			Brand Name/Number		
134.	1	<u>Name:</u> Rhythm In Motion	<u>Approved Brand:</u> Drums Alive 205165		
		Specifications: - Set for 30 students	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
135.	1	<u>Name:</u> Drumtastick	Approved Brand: Drums Alive 261506		
		Specifications: - Set for 30 students	Accepting Alternate Models:		

Yes

<u>BID</u> ITEM	QUANTITY	DESCR	<u>IPTION</u>	UNIT PRICE	TOTAL PRICE
136.	1	<u>Name:</u> Temple Block	<u>Approved Brand:</u> Basic Beat 202807		
		<u>Specifications:</u> - Stand included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
137.	1	<i>Name:</i> Chime Tree	Approved Brand: A Days Work 200411		
		<u>Specifications:</u> - Stand included	<i>Accepting Alternate <u>Models:</u> Yes</i>		
			Brand Name/Number		
138.	1	<u>Name:</u> Drum Sticks	<u>Approved Brand:</u> On Stage 200411		
		<u>Specifications:</u> - Set of 30 - Case included	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
139.	1	<u>Name:</u> Tongue Drums	<u>Approved Brand:</u> African Rhythms 200708		
		<u>Specifications:</u> - African - <b>Mallets included</b>	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
140.	2	<u>Name:</u> Conga and bongo drums	Approved Brand: Meinl 203014		
		Specifications: - 1 set of congas - 1 set of bongos - Size: 11" and 12" - Finish: natural	<u>Accepting Alternate</u> <u>Models:</u> Yes		

<u>BID</u> ITEM	<u>QUANTITY</u>	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
141.	1	<u>Name:</u> Bass Bar	<u>Approved Brand:</u> Studio 49 201356		
		<u>Specifications:</u> - Set	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
142.	25	<u>Name:</u> Jingle Bell	Approved Brand: Basic Beat 203762		
		<u>Specifications:</u> - Single	<b>Accepting Alternate</b> <u>Models:</u> Yes		
			Brand Name/Number		
143.	1	<u>Name:</u> 2000 Series Orff West-11	Approved Brand: Studio 49 203293		
		<u>Specifications:</u> - Set of 14	<u>Accepting Alternate</u> <u>Models:</u> Yes		
			Brand Name/Number		
144.	1	<u>Name:</u> Crash Pair of Cymbals	<u>Approved Brand:</u> Sabian SR2		
		Specifications: - Size: 18" medium crash pair	<u>Accepting Alternate</u> <u>Models:</u> Yes		

## Comments

1. How many calendar days of lead time do you need to provide items awarded to your company upon receipt of order?

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2. What, if any, reference information should be included on Purchase Orders issued?

\_\_\_\_\_.

- 3. Please state discount credit for prompt payment, if any, on the line below:
- 4. Does your company accept Visa based Purchasing Cards?

Yes No

5. What is your policy/procedure regarding backorders?

6. What is your return policy?

# DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which 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 Bid 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 Bids will be followed if none of the tied vendors 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 Bid 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 Bid, 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.

Vendor's Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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 whom 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 proposal 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 proposal that it will include the 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 it 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.

### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
SIGNATURE	DATE	

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

### 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 <a href="http://dos.myflorida.com/library-archives/records-management/general-records-schedules">http://dos.myflorida.com/library-archives/records-management/general-records-schedules</a>)

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, NROSS@ESCAMBIA.K12.FL.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.

Initials of Each Signatory:

Approved:

Donna Sessions Waters General Counsel Escambia County School Board 75 North Pace Blvd. Pensacola, FL 32505 02/21/2017

#### **BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS** (To be completed by each Bidder)

Name of Bidder:

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

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

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer 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 BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor 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 BIDDING PREFERENCES (Please Select One)

The Bidder'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 Bidder'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 BIDDING PREFERENCES (Please Select One)

\_The Bidder'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 Bidder'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 Bidder's attorney:

Printed name of out-of-state Bidder's attorney:

Address of out-of-state Bidder's attorney:

Telephone Number of out-of-state Bidder's attorney: (\_\_\_\_)\_\_\_-

Email address of out-of-state Bidder's attorney:

Attorney's states of bar admission:

Proposer's Printed Name:\_\_\_\_\_\_Signature: \_\_\_\_\_Signature: \_\_\_\_\_