



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. Pace Blvd.
PENSACOLA, FL 32505**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
October 26, 2011

PURCHASING CONTACT & TELEPHONE:
**Marguerite Van Nostrand (850) 469-6209
mvannostrand@escambia.k12.fl.us**

BID TITLE:
Musical Instruments & Piano Lab

BID NUMBER:
121703

BID OPENING DATE & TIME: **Wednesday, November 9, 2011, 3:30 PM Central Standard Time**
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 N. Pace Blvd., Pensacola, Florida**, 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

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 RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA WILL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION: This bid is for a one time purchase of various musical instruments as listed in Section V., PRICING; and for the equipment purchase, installation and related training for piano labs listed. Items are to be shipped and/or delivered. Pricing is all inclusive: instrument cost; shipping and handling and inside delivery to the Escambia County School District.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" 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 returned unopened to sender. 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 ten 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.

Jessica Lunsford Act requiring background screening and fingerprint of all vendor representatives that will visit a school for any reason during this process will be required to meet all aspects of this act. Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who 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 vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlines on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor 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 vendor 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. Vendor 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 vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- 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, 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 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 drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by 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. 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.
- 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://old.escambia.k12.fl.us/adminoff/finance/purchasing/> 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://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. 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.** 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.

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

- A. **DELIVERY:** The successful bidder shall be responsible for delivery/shipment of the products to the Escambia County School District. Vendor shall be responsible for shipping and handling; inside delivery to school which includes unpacking of instrument(s) at school site, assembling product where required, checking product with school to assure that all instruments are received in good condition.
- B. **DELIVERY PENALTIES:** Accurate delivery dates are vital. Please list the latest possible date on the delivery date portion of the pricing section. **A penalty of 1% of the purchase price will be charged for every week the products are not received, beginning on the work calendar day after the delivery date you indicated.** Your bid must indicate the number of days from issuance of purchase order to actual delivery of products to the school.
- C. **QUESTIONS:** Questions concerning this bid should be addressed to the Purchasing Office of the Escambia County School District, Marguerite Van Nostrand by phone - (850) 469-6209 or email – mvernostrand@escambia.k12.fl.us.
- D. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.
 - 1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. This form (located in the back section of document) must be signed and returned with the RFP.
 - 2. The entire RFP document (pages 1 – 15) must be returned when bidding. Signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.

3. Complete product specification sheets, with product pictures must be included for all items you bid.
4. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.

- IV. JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who 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 vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor 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 vendor 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. Vendor 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 vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- V. PRICING. Price must be all inclusive.** Prices shall include all charges for inside delivery to the school, whether by bidder's delivery vehicles or by outside carrier. **No invoice should be received by the District from shipping or trucking firms, nor should any invoice exceed the amount bid for each line item.**

It is the intention of the ECSD to purchase all items bid. However, limited funding may cause the District to have to delete some of the items from any potential award. After review of the pricing, the Evaluation Committee will make the final award based on the budget and school priority ranking for the item(s).

Number of days from Purchase Order issuance to delivery to school will be considered in evaluating the bid. Bids with a delivery date of over 60 days may be rejected.

UNIT PRICE BID SHOULD BE ALL INCLUSIVE : Instrument/piano lab pricing shall include: cost, shipping and handling; inside delivery to school which includes unpacking of instrument(s) at school site. Piano lab includes total installation, training and removal of packing debris.

A. MUSICAL INSTRUMENTS: Photos/brochures, etc. must be included in your bid showing model numbers and product specifications for all items you are proposing.

Item No.	Qty	Description	Unit Price	Ext. Price
1	1	Bassoon Renard Model 41 Days needed from issuance of P.O. to delivery: _____ days.		
2	1	Concert Synthetic Marimba w/field frame Adams 4.3 Oct Days needed from issuance of P.O. to delivery: _____ days.		
3	3	Tuba Yamaha YBB-321WC Series 4-valve 4/4 BBb Days needed from issuance of P.O. to delivery: _____ days.		
4	3	Sousaphone King 2350SB Series BBb Days needed from issuance of P.O. to delivery: _____ days.		
5	2	Bass Clarinet Selmer 1430LP Bb Days needed from issuance of P.O. to delivery: _____ days.		
6	1	Intermediate Baritone Saxophone Yamaha YBS-52 Days needed from issuance of P.O. to delivery: _____ days.		
7	1	Marching Band Podium Jarvis – 72” Model 14 Days needed from issuance of P.O. to delivery: _____ days.		
8	1	Symphonic Chimes Musser Days needed from issuance of P.O. to delivery: _____ days.		

Item No.	Qty	Description	Unit Price	Ext. Price
9	1	Bass Combo Acoustic B200 200W 1x15 Days needed from issuance of P.O. to delivery: _____ days.		
10	1	Intermediate Tenor Saxophone Yamaha YTS-475 Days needed from issuance of P.O. to delivery: _____ days.		
11	1	Voice Machine VM1-BP Voice Machine basic package Days needed from issuance of P.O. to delivery: _____ days.		
12	2	Euphonium (Silver) Yamaha YEP-321 Series 4-Valve, Silver Days needed from issuance of P.O. to delivery: _____ days.		
13	3	Cymbals Zildjian Stadium Medium Pairs Days needed from issuance of P.O. to delivery: _____ days.		
14	2	Marching Baritone Jupiter 5060 Quantum Series Days needed from issuance of P.O. to delivery: _____ days.		

In order to confirm purchase order date, the Purchase Order will be emailed or faxed to the vendor. Vendor will respond on receipt by email or by fax. Please provide email and fax numbers below. (Email will always be used if available):

Email Address:

Fax Number:

	B.	Piano Lab, Product, Installation & Training		
Item No.	Qty	Description – Piano Lab & Training for: Washington High School 6000 College Pkwy. Pensacola, FL 32504	Unit Price	Ext. Price
		Bidder must provide a written detailed installation plan, with timeline, proposal for this section. The piano labs will be awarded to one firm and will not be split by line item. Vendor may put \$0.00 in the fields where the service is included in product price.		
15a	16	P95B Yamaha 88-key digital piano Matching stand, 3-pedal option & bench Must include installation & set up		
15b	1	GLC-IC Roland Group Learning Controller with headphones, with one expander to 16 stations (one GLC-EXPKITC) plus teacher, includes all cables, connectors, headsets, delivery, complete installation and debris removal. Price must include full installation & debris removal		
15c	2	On-site training sessions at the school after install. Schedule to be coordinated with School's Music Department.		
15d	4	Ongoing additional training as needed upon request by teacher/school for the first year, up to four sessions.		
15e	1	Vendor to provide operational system check at 6 months after installation to be coordinated with the school.		
15f	1	HP302 Roland Digital Piano, matching bench, 4GB USB memory stick, patch cord to PA, DigiDolly, cover, delivery & installation.		
		TOTAL		
15g		Cost of Additional 8-station expanders if additional systems needed after initial install. Price must include installation and all items listed above. Prices will be good until: _____		
15h.		Additional P95B digital pianos to possibly be purchased after initial installation, including matching stand, 3-pedal option, bench, installation and setup.		

	C.	Piano Lab, Product, Installation & Training		
Item No.	Qty	Description – Piano Lab & Training for: Tate High School 1771 Tate Road Cantonment, FL 32533	Unit Price	Ext. Price
		Bidder must provide a written detailed installation plan, with timeline, proposal for this section. The piano labs will be awarded to one firm and will not be split by line item. Vendor may put \$0.00 in the fields where the service is included in product price.		
16a	16	P95B Yamaha 88-key digital piano Matching stand, 3-pedal option & bench Must include installation & set up		
16b	1	GLC-IC Roland Group Learning Controller with headphones, with one expander to 16 stations (one GLC-EXPKITC) plus teacher, includes all cables, connectors, headsets, delivery, complete installation and debris removal.		
16c	2	On-site training sessions at the school after install. Schedule to be coordinated with School's Music Department.		
16d	4	Ongoing additional training as needed upon request by teacher/school for the first year, up to four sessions.		
16e	1	Vendor to provide operational system check at 6 months after installation to be coordinated with the school.		
16f	1	HP302 Roland Digital Piano, matching bench, 4GB USB memory stick, patch cord to PA, DigiDolly, cover, delivery & installation.		
		TOTAL		
16g		Cost of Additional 8-station expanders if additional systems needed after initial install. Price must include installation and all items listed above. Prices will be good until: _____		
16h.		Additional P95B digital pianos to possibly be purchased after initial installation, including matching stand, 3-pedal option, bench, installation and setup.		

DRUG FREE WORKPLACE

- (a) 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.
- (b) 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 of 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

FORM P-002
Reference Release Form

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

Authorizing Signature: _____

REFERENCE							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FAX NUMBER:			
STOP							
Section 1.02 Remaining to be completed by the ECSD							
(a) TECHNICAL PERFORMANCE							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/millstones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							
(b) MANAGEMENT PERFORMANCE							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling, and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
(c) CUSTOMER SATISFACTION							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again	YES	NO					