



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

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

POSTING DATE:  
**October 17, 2016**

PURCHASING CONTACT & TELEPHONE:  
**Stacey Marshall (850) 469-6208**  
Email: [Smarshall2@escambia.k12.fl.us](mailto:Smarshall2@escambia.k12.fl.us)

BID TITLE:  
**Musical Instruments**

BID NUMBER:  
**#170405**

BID OPENING DATE & TIME:

**Thursday, November 10, 2016, 2:00 PM 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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, 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 BID? SCHOOL DISTRICT WEBSITE \_\_\_ BIDNET \_\_\_ DEMAND STAR \_\_\_ PRIME VENDOR \_\_\_  
OTHER \_\_\_ (PLEASE SPECIFY \_\_\_)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## 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.

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

## 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 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,

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; (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.
- 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 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.

**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. TERMS OF AGREEMENT:** All prices, terms, and conditions of the purchasing agreement will be in effect from **December 14, 2016 through March 15, 2017**, upon School Board approval.

**B. BID COMMUNICATION:** In the event this Bid document requires clarification, or amendments; this information will be posted to: <http://ecsd-fl.schoolloop.com/purchasing/bids>, 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, Friday, October 21, 2016, 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, October 26, 2016.

**C. SAMPLES:** If offering a brand and/or product **OTHER THAN AS SPECIFIED, A SAMPLE SPECIFICATION SHEET WITH THOROUGH DETAILS AND COLORED PICTURES IS REQUIRED WITH YOUR SUBMISSION.** Attach the sample specification sheet at the end of this bid proposal. Sample specification sheets should have the full manufacturer's warranty in place of the sample. The Spec sheet should also identify the Bidders product(s)/order number(s).

**D. ALTERNATE PRODUCTS:** The School District pre-approves products prior to bid. 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.

**E. 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.

**F. PRICING:** It is the Bidder's responsibility to ensure that the pricing listed in the bid will be the pricing for the **entire** bid period.

**G. MINIMUM DOLLAR/ORDER QUANTITY REQUIREMENTS:** **The District reserves the right to accept or reject minimum dollar/order quantity requirements as dictated by the best interests of the District. It is requested that bidders attempt to keep minimum dollar/order requirements to a low level as the recent high minimum dollar/order requirements have put undue financial hardship on the District. Bidder shall create a special note sheet and attach it to the end of this document if there are minimums and reference them next to each item they refer to in the bid.**

**H. 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.

- I. **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.
- J. **DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product, the Bidder will notify the District's Purchasing Department in writing, and will apprise them 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. **DELIVERY:** Delivery of goods shall be to schools in the Pensacola, Florida area. The addresses and phone numbers of the schools will be disclosed upon the release of the Districts' 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.
- L. **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.
- M. **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 20. 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.
- N. **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.
- O. **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.

- P. **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

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.

**Q. 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 1, on page 24 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

**R. FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: 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:

1. Keep and maintain public records required by the District to perform the service.
  - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - b. 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 District. 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.
2. Upon request from the District's custodian of public records, provide the District 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 District's request for records, District shall enforce the provisions in accordance with the contract.
3. Ensure that project 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 District.
4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District 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 District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**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 DISTRICT 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 District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

**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 1 within the timeframe provided in Paragraph B, Section III. Special Conditions.**

**T. BID DOCUMENTATION AND REQUIRED ENCLOSURES: Submissions must be in hardcopy format; fax and/or email submissions will be considered "non-responsive". Failure to return the following forms MAY result in your bid not being accepted:**

1. **The ENTIRE ITB document (pages 1-24) MUST be returned when bidding.**
2. ***Invitation to Bid (ITB) & Bidder's Acknowledgement:*** This form located on page 1 of the bid document, must be completed with an **ORIGINAL** signature and returned with the bid.
3. ***Drug Free Workplace:*** This form, located on page 21 of the 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**.
4. ***Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions:*** This form, located on pages 22 and 23 of the bid document, must be returned with the bid, completed with an **ORIGINAL** signature.
5. ***Bidder's Statement of Principal Place of Business:*** This form, located on page 24 of the 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 <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

#### IV. SPECIFICATIONS AND PRICE

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	7	<p><b><u>Name:</u></b> Double Horn</p> <p><b><u>Specifications:</u></b> -Fixed Bell Construction -Nickel Silver Finish -Bore: .468-Inch or Larger -Key of F/Bb (Bb/F) <b>-Case Included</b></p>	<p><b><u>Approved Brand:</u></b> Yamaha YHR-668NII</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
Brand Name/Number _____				
2.	4	<p><b><u>Name:</u></b> Tuba</p> <p><b><u>Specifications:</u></b> -Size: 3/4 -Brass Finish <b>-Case Included</b></p>	<p><b><u>Approved Brand:</u></b> Yamaha YBB-105WC</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
Brand Name/Number _____				
3.	4 Sets	<p><b><u>Name:</u></b> Timpani</p> <p><b><u>Specifications:</u></b> -Sizes: 23", 26", 29", and 32" -Hand Hammered Copper or Polished Copper</p>	<p><b><u>Approved Brand:</u></b> Adams-Professional Generation II</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
Brand Name/Number _____				
4.	1	<p><b><u>Name:</u></b> Concert Snare Drum</p> <p><b><u>Specifications:</u></b> -Size: 14" x 5" -High Gloss Walnut or Piano Black Finish</p>	<p><b><u>Approved Brand:</u></b> Pearl PHP1450 Philharmonic Series</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
Brand Name/Number _____				

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5.	1	<u>Name:</u> Alto Saxophone  <u>Specifications:</u> -High F# Key -(Student) Version -Mouth Piece Included -Case Included	<u>Approved Brand:</u> Jupiter JAS720GN  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
6.	1	<u>Name:</u> Vibraphone  <u>Specifications:</u> -Drop Cover -Motor No Finish Preference	<u>Approved Brand:</u> Adams Concert Series Vibraphone  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
7.	1	<u>Name:</u> Tuba  <u>Specifications:</u> -Size: 4/4 -Lacquer Finish -Case Included	<u>Approved Brand:</u> Yamaha YBB321WC  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
8.	7	<u>Name:</u> Cello Outfit  <u>Specifications:</u> -Size: 4/4 -Bow Included -Case Included	<u>Approved Brand:</u> None  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
9.	3	<u>Name:</u> Bass Outfit  <u>Specifications:</u> -Size: 3/4 -Bow Included -Case Included	<u>Approved Brand:</u> None  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
10.	3	<u>Name:</u> Flugelhorn  <u>Specifications:</u> -Case Included	<u>Approved Brand:</u> Eastman EFG412  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number _____	_____
11.	2	<u>Name:</u> Marching Tenor Bundle  <u>Specifications:</u> -Size: 8", 10", 12", and 13" -Power-Lite Drums/Carrier	<u>Approved Brand:</u> Yamaha 8"-10"-12"-13" Power-Lite Drums/Carrier  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number _____	_____
12.	2	<u>Name:</u> Piccolo  <u>Specifications:</u> -Case Included	<u>Approved Brand:</u> Eastman EPC260  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number _____	_____
13.	2	<u>Name:</u> Marching Snare Drum Bundle  <u>Specifications:</u> -Size: 13" x 11" -Power-Lite Drums/Carrier	<u>Approved Brand:</u> Yamaha #MS-6313XW  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number _____	_____
14.	2	<u>Name:</u> Marching Band Hand Cymbal Pair  <u>Specifications:</u> -Size: 14"	<u>Approved Brand:</u> Sabian 14" B8 Pro Model #31422  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number _____	_____

<u>BID</u> <u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
15.	3	<u>Name:</u> Alto Saxophone  <u>Specifications:</u> -(Student) Version -Case Included	<u>Approved Brand:</u> Eastman EAS240  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
16.	5	<u>Name:</u> Marching Bass Stand  <u>Specifications:</u> -Case Included	<u>Approved Brand:</u> Pyle Hi-Rise Marching Bass Stand #HB105  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
17.	1	<u>Name:</u> Gong  <u>Specifications:</u> -Size: 20" -Cover Included	<u>Approved Brand:</u> Han Chi 20" Chao Gong (Tam Tam) Model #CG-20  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
18.	20	<u>Name:</u> Glockenspiel  <u>Specifications:</u> -Size: 2-1/2" -(Student) Version -Octave Bell Kit Included	<u>Approved Brand:</u> Percussion Plus Model #BL32  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____
19.	1	<u>Name:</u> French Horn  <u>Specifications:</u> -Yellow Brass -Geyer Wrap -Medium-Large Bore -Case Included	<u>Approved Brand:</u> Yamaha YHR667  <u>Accepting Alternate Models:</u> Yes  _____ Brand Name/Number	_____

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
20.	1	<u>Name:</u> Bassoon  <u>Specifications:</u> -Wood Composite -Case Included	<u>Approved Brand:</u> Nabel PVNB1W  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
21.	1	<u>Name:</u> Baritone Saxophone  <u>Specifications:</u> -Unfinished Case Included	<u>Approved Brand:</u> Eastman EBS652RL "52 <sup>nd</sup> Street" Model  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
22.	1	<u>Name:</u> Bassoon  <u>Specifications:</u> -Case Included	<u>Approved Brand:</u> Nobel PVNB2A  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
23.	1	<u>Name:</u> Castanets Kit  <u>Specifications:</u> - Rosewood -Mounting Frame Included -Case Included	<u>Approved Brand:</u> -Black Swamp PCC3-RW -Black Swamp PCMF -Black Swamp HCC  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
24.	1	<u>Name:</u> Crash Cymbals  <u>Specifications:</u> -Size: 18" Stadium Med Pair -Leather Strap Pair -Leather Pad Pair -Bag Set Included	<u>Approved Brand:</u> None  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
25.	1	<p><b><u>Name:</u></b> Concert Chimes</p> <p><b><u>Specifications:</u></b> -2 Large Rawhide Chime Mallets -2 Large PVC Chime Mallets</p>	<p><b><u>Approved Brand:</u></b> -Adams BK2201C "Generation II" -Yamaha-Deagan DCM11002</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
			<p>Brand Name/Number _____</p>	
26.	1	<p><b><u>Name:</u></b> Bar Chimes Set</p> <p><b><u>Specifications:</u></b> -Double-Row Bar Chimes with Chime Damper Integrated Mount Included -Double-Braced Boom Cymbal Stand Included -Bar Chimes Gig Bag Included</p>	<p><b><u>Approved Brand:</u></b> -Treeworks TRE35DB -Dixon PSY9285I -Treeworks TRE54 -Treeworks TRE51</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
			<p>Brand Name/Number _____</p>	
27.	1	<p><b><u>Name:</u></b> Orchestra Bells Set</p> <p><b><u>Specifications:</u></b> -Orchestra Bells -Rolling Bell Stand/Trap Table -2 Pairs of Mallets</p>	<p><b><u>Approved Brand:</u></b> -Yamaha YG1210 -James Ross IP902 -James Ross IP905</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
			<p>Brand Name/Number _____</p>	
28.	2	<p><b><u>Name:</u></b> Baritone Saxophone Case</p> <p><b><u>Specifications:</u></b> -Wheels Included</p>	<p><b><u>Approved Brand:</u></b> SKB455W</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
			<p>Brand Name/Number _____</p>	

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
29.	1	<p><b><u>Name:</u></b> Concert Snare Drum Set</p> <p><b><u>Specifications:</u></b> -Snare Drum Symphonic -Size: 14" x 5.5" -Antique Sunburst Finish -Concert Snare Side Drum Head -Size: 14"</p>	<p><b><u>Approved Brand:</u></b> -Pearl SYP1455/138 -Remo Diplomat Renaissance Drum Head -Remo Renaissance Snare Side Drum-Head REM-SA-0014-SS</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
<u>Brand Name/Number</u>				
30.	1	<p><b><u>Name:</u></b> Tuba</p> <p><b><u>Specifications:</u></b> -Size: 4/4 -Laquer Finish -Case Included</p>	<p><b><u>Approved Brand:</u></b> Cervany CBB686-4Ro Tuba</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
<u>Brand Name/Number</u>				
31.	2	<p><b><u>Name:</u></b> French Horn</p> <p><b><u>Specifications:</u></b> -Yellow Brass -Geyer Wrap -Medium-Throat Bell -Case Included</p>	<p><b><u>Approved Brand:</u></b> Yamaha YHR567</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
<u>Brand Name/Number</u>				
32.	1	<p><b><u>Name:</u></b> Concert Snare Drum Kit</p> <p><b><u>Specifications:</u></b> - Size: 14" x 6.5" -Natural Maple Finish</p>	<p><b><u>Approved Brand:</u></b> Pearl CRP1465/102</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
<u>Brand Name/Number</u>				

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
33.	1	<u>Name:</u> Bass Clarinet  <u>Specifications:</u> -Case Included	<u>Approved Brand:</u> Yamaha YCL221II  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
34.	1	<u>Name:</u> Baritone Saxophone  <u>Specifications:</u> -Case Included	<u>Approved Brand:</u> Yamaha YBS52  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
35.	2	<u>Name:</u> Euphonium  <u>Specifications:</u> -3 Valve -Case Included	<u>Approved Brand:</u> Jupiter JEP700  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____
36.	2	<u>Name:</u> Double French Horn  <u>Specifications:</u> -Bore: .468" -Large Bell Throat: 12.25" -Key of F/Bb (Bb/F) -Linkage: String, Hand Fitted, Tapered Rotors -Nickel Silver Finish -Kruspe Wrap -Silver Farkas MC Mouth -Case Included	<u>Approved Brand:</u> -Holton H3790 -Silver Farkas MC  <u>Accepting Alternate Models:</u> Yes  Brand Name/Number	_____

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
37.	1	<p><b><u>Name:</u></b> Junior Marimba</p> <p><b><u>Specifications:</u></b> -Size: Compact -3.5 Octaves -Graduated Paduk Keys -Height Adjustable Frame -Frame Lower Crossbar Support for Stability -3' Casters 2 Casters that Lock <b>-Case Included</b></p>	<p><b><u>Approved Brand:</u></b> Yamaha YM040C</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
			<u>Brand Name/Number</u>	
38.	1	<p><b><u>Name:</u></b> Concert Bass Drum Stand</p> <p><b><u>Specifications:</u></b> -32" or 36" Casters -2 Casters that Lock</p>	<p><b><u>Approved Brand:</u></b> Pearl Suspended Concert Bass Drum Stand</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
			<u>Brand Name/Number</u>	
39.	1	<p><b><u>Name:</u></b> Conga Set</p> <p><b><u>Specifications:</u></b> -Double Stand 28" Tall -10" &amp; 11" Siam Oak Shells -Black Powder Coated Hardware -9/32" Lugs -Natural Wood finish</p>	<p><b><u>Approved Brand:</u></b> LP City Conga Set with Double Stand</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	
			_____	_____
			<u>Brand Name/Number</u>	

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
40.	2	<p><b><u>Name:</u></b> Keyboard Mover Carts for Orchestra Bells</p> <p><b><u>Specifications:</u></b> -Small Keyboard Cart System -Fully Adjustable -5' Casters</p>	<p><b><u>Approved Brand:</u></b> Musser M800S</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
_____				
Brand Name/Number				
41.	2	<p><b><u>Name:</u></b> Snare Drum</p> <p><b><u>Specifications:</u></b> -Size: 14" x 6.5" -6 ply, 7.5 mm 100% Maple Shell -Bearing Edge: 45 -Steel -Tube Lugs -Triple Flange Hoop Type -Natural Wood Highly Polished -Lacquer Finish</p>	<p><b><u>Approved Brand:</u></b> Pearl Concert Series Snare Drum with stand</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
_____				
Brand Name/Number				
42.	1	<p><b><u>Name:</u></b> Chime Double Row Set</p> <p><b><u>Specifications:</u></b> -72 Bar Double Row Chimes -3/8" Diameter Aluminum Alloy Chimes -Shorter Sustain -Strung with Kevlor Cord <b>-Bar Chime Striker Included</b></p>	<p><b><u>Approved Brand:</u></b> LP LP513 72 Bar Double Row Chimes</p> <p><b><u>Accepting Alternate Models:</u></b> Yes</p>	_____
_____				
Brand Name/Number				

## Comments

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

\_\_\_\_\_ .

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 \_\_\_\_\_

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

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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)

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