

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A “SEALED BID”. NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

<i>DELIVER TO:</i>	THE SCHOOL DISTRICT OF BAY COUNTY PURCHASING DEPARTMENT 1150 WEST 17 TH STREET PANAMA CITY, FL 32405
<i>SEALED BID - DO NOT OPEN</i>	
SEALED ITB NO:	<i>Bid Request No. #23-01</i>
ITB TITLE:	<i>Pianos and Keyboards</i>
DUE DATE/TIME:	September 15, 2022 @ 2:00 PM CST
SUBMITTED BY:	_____
	NAME OF COMPANY



Intent: The District desires to obtain bids from qualified firms relative to supplying upright pianos and electronic keyboards (attachment E) for the elementary school music programs within Bay District Schools.

Point Of Contact: For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, with all contact being via email only, Mr. Dan Fuller, General Manager of Purchasing and Contracting, Bay District School Purchasing Department, @ fulled@bay.k12.fl.us. Such contact shall be for clarification purposes only.

Questions: Bidders may submit questions no later than the day and time listed herein. The Purchasing Department shall not respond to any questions submitted through any other formats or mediums than the one specified. The purpose of the question period is to promote a bidders full understanding of solicitation requirements by providing binding answer to the questions submitted. The Purchasing Department shall not be bound by any verbal or written information that is not contained within the solicitations documents or formally noticed and issued by the District. All questions shall be submitted no later than September 8, 2022 @ 2:00 pm central time, with answers to questions submitted being issued via addendum no later than the September 9, 2022 @ 4:00 pm CT.

Addendum: Any material changes to the bid shall be transmitted by addendum only. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of their bid. The District shall not be responsible for any other interpretation, than those transmitted by addendum prior to the bid award. The Bidder is solely responsible for verifying they have received any bid addendums. Addendums will be posted to the District Purchasing Department website, at the following address: <https://www.bay.k12.fl.us/bids> .

Section-1) General Conditions:

- 1. Cone of Silence:** Any Bidder or lobbyist for a Bidder is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, Superintendent or BDS personnel, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into and remain in effect from the time of the release solicitation until the Contract is awarded by the BDS. All communications regarding this solicitation shall be directed to the designated Purchasing Department point of contact unless so notified otherwise. Any Bidder or lobbyist who violates this provision may result in rejection or disqualification of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a School Board Member, Superintendent and or any Bay District Schools personnel after the release of the solicitation process and prior to the time that an award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, requirements, conditions, or specifications, as directed herein will not be considered as "lobbying".
- 2. Prohibition of Gratuities:** By submission of a proposal, a Bidder certifies no employee of the BDS has or shall benefit financially or materially from any such proposals and/or subsequent contracts. Any contracts issued as a result of this solicitation may be

terminated immediately if its determined gratuities of any kind were offered or received by any of the persons listed herein.

3. **Examination of Documents:** Bidders shall assume sole and full responsibility to thoroughly examine said specifications, documents and all other materials referenced herein. No plea of ignorance on the part of the Bidder of conditions existing and/or hereafter existing.
4. **Omission:** The apparent silence of this specification and any addendum regarding any omission from a detailed description and/or concerning any point specified or listed herein, shall always be regarded as meaning only the best available units shall be provided, best commercial practices prevail, and only materials and workmanship of first quality be utilized. All interpretations of this specification shall be made upon the basis of this agreement.
5. **Submissions:** Bids not conforming to the instructions provided are herein subject to rejection or disqualification at the sole discretion of BDS. The Bidder by submitting a bid indicates acceptance and agreement to all terms, requirements, conditions and at a minimum shall provide and/or represents:
 - All bids shall be submitted in a sealed envelope or package, clearly labeled as directed.
 - All bids shall be typed, written and/or signed in ink, utilizing all attached forms where applicable, with all spaces requesting information being completed.
 - All bids shall contain a manual signature in ink, by authorized representative with binding authority, indicating agreement to all provisions and specifications listed herein.
 - Bidders shall provide one (1) original signed in ink, with all required documentation of the bid being submitted. Please note that it is not necessary to return every page of this solicitation with the bid; return only the pages that provide require or request information, signatures and back-up documentation.
 - Neither BDS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this solicitation.
6. **Withdrawal:** Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn shall constitute an irrevocable offer and good faith negotiations for a period of ninety (90) days, for the provisions of the specified services to BDS, with all subject to Board approval, establishing a binding and mutually agreeable contract for all parties involved.
7. **Bid Opening:** Solicitations will be publicly opened in the Purchasing Department, read aloud and recorded on **Sept 15, 2022 at 2:00 PM CST**. Bidder(s) may, but are not required to attend. Solicitations will be analyzed, tabulated, and recommendations made, in which the School Board intends to make awards for projects more than \$50,000. Tabulation sheet and related information shall be posted at the Bay District Schools, Purchasing Department, located at 1150 West 17th Street, Panama City, Florida 32405, as well as on-line at <https://www.bay.k12.fl.us/bids> Notification to all participating Bidders shall be made via e-mail only, with the date and time of the posting, constituting the official time of notification.

- 8. Protest:** Pursuant to Florida Statute: 120.57(3); Specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of seventy two (72) hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with said statutes and or, failure to post bond, shall constitute a waiver of all proceedings.
- 9. Rejection:** Pursuant to BDS, Board Policy Chapter-6 IV and Florida Statute 287-042 (1B) The Bay District School Board reserves the right to waive all formalities; to accept, or reject, any bids, deemed not in the best interest of the District, while reserving the rights to:
- Re-advertisement for bids or to bid separately any projects, deemed in the best interest of BDS.
 - Reject all non-conforming bids.
 - Cancel this solicitation and/or any portions thereof, without penalty.
 - Reject bids considered to be priced unreasonably low, declare them non-responsive and/or take them into consideration. Determination of “Priced unreasonably low” shall be at the sole discretion of BDS.
 - Reject bids containing alternative or additional terms, requirements, conditions and specification contradictory to those listed herein.
 - Failure to provide requested attachments, documentation and/or completed forms shall be grounds for possible disqualification or rejection of bid.
- 10. Collusion:** The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or any illegal practices upon the part of the Bidder. Any bids from individuals, partnerships, corporations, associations, firms, or other legal entity under the same and/or different names shall not be considered for possible award. The District having reasonable grounds for believing the Bidder has interest in one or more bids, is sufficient cause for rejection of all bids in which they are believed to have interest in. Any or all bids shall be rejected if there is any reason to believe that collusion exists among the Bidders.
- 11. Conflict of Interest Disclosure:** Pursuant to Florida Statute Chapter 112 and BDS, Board Policy 6.3.132. Any award subject to provisions of the referenced policy and law stated herein. Any bidder shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay District Schools employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches.
See Attachment A.
- 12. Convicted Bidder:** Proposers shall be fully aware of the provision Florida Statute 287.133 (2-A) which reads as follows: “A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with 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 Bidder, supplier, sub bidder, 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 section Florida Statute 287.017, Category two (2) for a period of thirty six (36) months

from the date of being placed on the convicted bidder list.”

- 13. Public Entity Crime:** Pursuant to Florida Statute 287.017 & 287.133. A person or affiliate who has been placed on the convicted bidder list following a conviction for public entity crime may not submit a bid on a contract with 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 public entity, may not be awarded or perform work as a Bidder, supplier, or be a 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 for Category Two (2) for a period of thirty six (36) months from the date of being placed on the convicted bidder list. **See Attachment B.**
- 14. Discrimination:** An entity or affiliate who has been placed on the discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with 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 receive award or perform work as a Bidder, supplier, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15. Debarment, Suspension, Ineligibility, and Exclusion:** Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in §85.200, Debarment or Suspension, §85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- 16. Hold Harmless & Indemnification:** Bidder shall indemnify, save harmless and defend BDS, its appointed officials, its employees, agents, volunteers and others working on behalf of BDS, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in

any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against BDS, either individually or jointly with Bidder for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Bidder, its employees, or others under the Bidder's Contract.

17. Governing Laws and Venue: In the event that the awarded proposer(s) should breach this contract BDS reserves the right to seek a n y remedy in law and/or in equity and shall insure, with each party hereby agreeing to submit to:

- All legal proceedings brought in connection with this Contract shall only be in the state or federal court in the State of Florida and within a venue in Bay County, Florida. Upon the submittal of a bid all parties hereby accepts, agrees to and shall comply with all said requirements and conditions listed herein.
- Personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

18. Misrepresentation: All information submitted are material and important and shall be taken into account when awarding this solicitation. Any misstatement, omission or misrepresentation shall be treated as a fraudulent concealment of true facts as related to the submission of this solicitation. A misrepresentation shall be sufficient grounds to reject or disqualify the proposer from this solicitation, and/or any re-solicitation pertaining to this subject matter and shall be punishable under law, pursuant to FS-Chapter 817.

19. Interpretations: BDS shall not consider and/or accept any unnecessary information or personal interpretations of any kind in the provisions of the services specified herein. When and if this becomes evident, and regardless of circumstance or situation, BDS shall declare such interpretations "Non-Binding", in dealing with any and all issues of compliance, non-compliance and/or performance by the Bidder. In such situations, BDS shall only utilize or reference the awarded bid specifications, which is applicable and contractually "Binding" to all parties involved. Also, at any time, when deemed necessary by BDS, may also mandate a complete review and formal assessment of the Bidders abilities in maintaining acceptable levels of service and compliance for the duration and remaining terms set herein.

20. **Additional Information:** BDS reserves the right to request any additional information, after the solicitation opening, to further clarify, explain and confirmation of any information submitted with the proposal.
21. **Clarification:** BDS reserves the right to allow for the clarification of questionable entries and the correction of any obvious mistakes.
22. **Disputes:** In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of BDS shall be final and binding on both parties.
23. **Special Conditions:** In the event any conflict exists between the Special and General Instructions to the Bidder, the Special instructions shall always have precedence.

Section-2) Variances & Substitutions:

1. **No Substitutions:** On specific items listed herein, no substitutions shall be allowed other than the requested brand and model number listed herein, with information and details provided, sufficient in bidding, as requested herein.

Section-3) Award:

1. **State Review:** Pursuant to Florida Statute 1010.04, as applicable and shall herein indicate the state purchasing agreements and term contracts available under Florida Statute 287.056 have been considered and reviewed by the Bay District Schools, Purchasing Department. **Initials: DF Date: August 25, 2022**
2. **Response:** The contents of this bid, terms, requirements, conditions, and specifications listed herein and awarded response shall become an agreement to purchase services and become legally binding to all the parties involved.
3. **Intent:** It is the intent of BDS to award this solicitation to the most responsive, responsible bid representing the best value, with sufficient qualifications, references, products and services, which at a minimum meets or exceeds the terms, requirements, conditions and specifications of this solicitation. In determining such representations the following Florida Statutes and definitions shall apply;
 - **FS: 287.012-26: Responsive Bidder:** means a bidder that has submitted a bid, or proposal, or reply which conforms in all material respects to the requirements of the solicitation.
 - **FS: 287.012-24: Responsible Bidder:** means a bidder who has the capability in all respect to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
 - **FS: 287.012-4: Best Value:** means the highest overall value to the state based on all applicable objected factors including, but are not limited to, price, quality, design, workmanship, manufacturing and delivery lead times, support services, manufacturer in warranty parts and repairs.

As intended, this award shall be for three (3) years, pricing should reflect first year costs. Successive years may be negotiated based on BLS CPI of the preceding December

report. This intent does not guarantee successive years to the first ranked bidder, but is reserved by the District based on experience with the bid Awardee. The District reserves the right to award successive years to second or third ranked bidders through negotiation.

4. Award: Awards shall be made in the best interest of the District, while herein reserving the right to and shall:

- Successful bidder(s) shall be notified via email of intent to make award. Upon the receipt of this notice, **within (7) seven working days**, bidder(s) shall sign and return said notice, indicating acceptance and in agreement to respond, per the terms, conditions and specifications of the bid.
- Withdraw a bid at any time prior to the time and date specified herein.
- Reject any bids received.
- Reject any or all non-conforming bid received.
- Reject any bids received, which have been determined to be unrealistic and/or priced unreasonably low, shall be declared non-responsive and ineligible for consideration, with all such decisions binding and at the sole discretion of BDS.
- Accept or reject any item or group of items unless qualified by Bidder.
- Take into consideration, after receipt of order (ARO), manufacturing and delivery lead times of requested items.
- Take into consideration, support services, manufacture in warranty, parts and repairs
- Provide applicable cost in the provision of goods or services in accordance with bid specifications, terms and conditions. Prices shall be entered on the Bid Sheets.
- Acquire additional quantities at prices quoted, unless additional quantities are not acceptable, in which the bid sheets shall note bid is for the specified quantity only.
- Reserves the right to award contract to a single or multiply bidder, for services specified herein, at the District sole discretion, as deems necessary and in its best interest.
- Solicitation does not commit BDS School Board to make award or be responsible for any cost or expense incurred by any Bidder prior to the execution of a contract agreement.
- Obligations of BDS under an award of this solicitation shall be subject to the availability of funds lawfully appropriated for its purpose and all contingent upon funding.
- Any and all award(s) made as a result of this solicitation shall conform to all applicable School Board Policies, State Board Rules, and State of Florida Laws and Statutes.
- Reserves the right to award only a portion of the items and/or services specified listed herein, and/or if it's deemed to be in the District best interest.
- Bidder may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with any K12 and/or public entity bidding or contracts.

5. Identical/Ties: When identical prices are received from two or more bidders and all other factors are equal, priority for award shall be given to bidders in the following sequence:

- In-county preference
 - Company receiving larger dollar award of the bid
 - Coin toss.
6. **Right to Negotiate:** The District reserves the right to negotiate contract modifications with the awarded Bidder, at any time, as necessary and is in the best interest of the District to do so. When formalizing said agreements, without the use of a sealed bid, the District reserve the right to negotiate any provisions of this agreement necessitated by law, statues, policy, situation, circumstance, not limited to or excluding of, terms, requirements, conditions, specification, pricing, additions, deletions, and points of clarifications.
7. **Use Of Other Contracts:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per BDS, Board Policy and State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any bid received or award made as a result of this bid if it is in its best interest to do so.
8. **Assignment:** Neither award of this bid nor any interest in said award may be re-assigned, transfer and/or encumbered by any party without the prior written consent from the District. There shall be no partial assignments of this bid including, without limitation, the partial assignment of any right to receive payments from the District.
9. **Purchase by Other Public Agencies:** With the consent and agreement of the awarded bidder(s), purchases may be made under this bid by other agencies (piggybacking). Such purchases shall be governed by the same terms and conditions as stated herein.

Section-4) Local Preference:

Local Preference: Preference in bidding, in purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, shall be as follows:

- Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price offered by the overall lowest, qualified and responsive non-local Bidder if their bid is within five percent (5%) of the overall lowest, non-local price.
- Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local Bidder if their bid is within three percent (3%) of the overall lowest, non-local price.
- Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local

business, as follows:

- Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).
- A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).
- Notice. Both bid documents and request for proposal documents shall include notice to bidders of the local preference policy.
- Certification. Any bidder claiming to be a Local Business as defined herein shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the bidder meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a bidder meets the definition of a Local Business. Local Business definition, for the purposes of this section, "Local Business" shall mean:
 - Has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) month's immediately prior to the issuance of the request for competitive bids or request for proposal by the District;
 - Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

See Attachment C.

Section-5) Public Records:

1. **Public Records:** Pursuant to subsection 119.071(1)-(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier."
 - All bid documents or other materials submitted by the Bidder in response to this solicitation will be open for inspection, upon request, by any person and in accordance with Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from such disclosure.
 - BDS has the right to use any or all documents, submittals, ideas presented in any response to this solicitation, with selection or rejection of a submittal not affecting this right.
 - If BDS rejects, cancels and intends to reissue a solicitation? Then all proposals or responses submitted, shall be exempt from public records, and returned unopened.
2. **Public Records Notice:** **AS REQUIRED HEREIN, IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC**

INFORMATION OFFICE AT 850-767-5281, 1311 BALBOA AVE., PANAMA CITY, FL 32401.

Bidder is required to comply with the FL Public Records Law, Chapter 119, F.S., in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by the School Board to perform the service.
- Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and if the Bidder does not transfer the records to the District.
- Upon completion of the contract, transfer, at no cost to the District, all public records in possession of the bidder or keep and maintain records required by Board. If all records are transferred, any duplicates will be destroyed by bidder. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the District.
- Failure of the bidder to comply with the provisions set forth shall constitute a default and material breach of this agreement, which may result in immediate termination, with no penalty to the District.

3. **Confidentiality:** Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this SOLICITATION which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from Chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by -proposer and proposer has claimed certain materials to be confidential and exempt from Chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from Chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating

materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

4. **Publishing:** The Bidder shall be prohibited from publishing or releasing any information related to this solicitation without the issuance of a Letter of Intent (LOI) via email only, requesting such approval from BDS prior to any such activity. Any and all information and documentation resulting from this solicitation and/or ensuing contract shall remain the sole property of BDS.

Section-6) Agreement:

1. **Agreement:** The bid document, addendums, award letters and all corresponding documentation shall constitute a complete and binding agreement with the Bidder. District shall not accept any proposed terms and conditions different than those specified herein. By virtue of submitting a bid, bidder agrees to not submit to any District employee, for signature, any document that contains different terms and conditions than those specified, with all others being non-binding on the District.
2. **Transfer:** The proposer shall not enter into sub-contracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation.
3. **Service Requirements:** Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during this five (5) year period, all required parts shall be shipped within sixty (60) days after receipt of District's purchase order.
4. **Service Locations:** All bidders must have a factory-authorized service facility on-site or have an agreement with one or more factory, authorized service facilities which can provide warranty service when needed. Please indicate the names, addresses, telephone numbers and contact persons of these facilities as required herein. Bids submitted without this information may be declared non-responsive. Bidders may be requested to provide letters from the service facilities indicating that they have agreed to provide warranty service on products purchased from the bidder. **See Attachment D**

Section-7) Financial

1. **Pricing:** All pricing submitted shall be firm for the duration of the contract, unless negotiated or stated otherwise within this solicitation and shall include:
 - Pricing shall be based on F.O.B Destination Freight Pre-paid to Bay County, Florida, including all packaging, handling, shipping charges and inside delivery to any BDS location.
 - Any orders issued by any BDS site, will fall under this solicitation and therefore receive all pricing, discounts and benefits as listed herein.

- Any discrepancy or error in bid pricing, the unit price will govern. All calculation and errors shall be recomputed by the Purchasing Department.
2. **Order Placement:** The issuance of award does not constitute any order. After approval of an award has been made for this solicitation, BDS will place orders utilizing one or a combination of the following procedures:
- BDS may either issue purchase orders, blanket or normal purchase orders to cover a specific period of time, dollar amount, for multiple purchases or will be for specific items and/or service.
 - School/Site based internal account purchase order: A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
 - Bidder(s) shall not provide any items or services, on any BDS initiated order without one of the above ordering methods. It will be the responsibility of the Bidder to fully understand the order and how and when to process according to how the order is placed. Failure to allow orders placed by any of the above methods may be cause for rejection of bid and/or termination of contract.
3. **Invoicing & Payment:** The Bidder will be required to submit invoices after it has delivered specified goods and or rendered acceptable services to BDS. All invoices and associated correspondences shall be legibly, typed, or computer generated, dated and include the following:
- All invoices shall reference a valid purchase order number.
 - Failure to provide requested information shall be cause for delay in payment or non-payment.
 - The Bidder shall issue separate invoices by site for each service ticket, work or purchase order number, unless required, or specified otherwise herein.
 - Payment will be made within thirty (30) working days after correct, acceptable and payable invoice has been received and approved by the referencing cost center. Invoices which do not reference valid purchase order or found to be erroneous in any way, shall be returned to Bidder for resolution prior to payment being released.
 - Payment shall not be made until all discrepancies are corrected and approved by BDS.
 - All invoices will be itemized to reflect all rates or discounts per this solicitation. Failure to provide itemized invoices will be cause for delay in payment or non-payment.
4. **Tax Exempt:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption number appears on the purchase order or certificate available upon request.
5. **Financial Consequences:** The District reserves the right to withhold any/all payments for an indefinite period of time and/or expedite appropriate remedies to correct deficiency when the bidder has failed to preform or comply with all the provisions of the bid, after a notice to correct has been issued. Payment **shall only be released when the resolutions of all issues has been made to the satisfaction of the District.**

6. **Force Majeure:** The bidder(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of nature beyond the control of the bidder, unless otherwise specified.

Section 8) Shipping & Receiving:

1. **Delivery:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. CT. Bidders must call forty-eight (48) hours prior, to schedule all delivery appointments.
2. **Shipping Designations:** Prices shall include all associated expenses, for shipping, handling, and transportation, via **F.O.B Destination, freight pre-paid** to specified points of delivery in Bay County, FL.
3. **Transfer of Title & Acceptance:** Title to goods shall only pass to the District upon:
 - a) Receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods, **with acceptance only occurring when goods and/or services are paid for.**
 - b) The shipper will prepay all transportation charges. The District will not accept or collect freight charges.
 - c) No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Agent or Director.
4. **Claims Responsibility:** It shall be the responsibility of the Bidder to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, bidder shall immediately be notified by phone with a follow-up email within (24) *twenty four* hours of notification.
5. **Risk of Loss:** The Bidder shall assume all of the following risks:
 - a) All risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided.
 - b) All risks of loss or damage to third persons and their property until delivery of all goods as herein provided.
 - c) 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.
 - d) 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.
6. **Packing:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed to by the District prior to shipment.
7. **Packing Slips:** It will be the responsibility of the Bidder to attach all packing slips to the outside of each shipment. Packing slip must reference the District Purchase Order number. Failure to provide packing slip attached to the outside of shipment may result in possible refusal of shipment and return at bidder's expense.

ATTACHMENT A
CONFLICT OF INTEREST/DISCLOSURE

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Company Name
Name of Official (Type or Print)	Business Address
	City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name	Title or Position	Date of Filing
Name	Title or Position	Date of Filing
Signature	Company Name	
Print Name of Certifying Official	Business Address	
	City, State, ZIP Code	

**ATTACHMENT B
PUBLIC ENTITY CRIMES STATEMENT:**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 202__.

NOTARY PUBLIC
My commission expires:

Notary Stamp

ATTACHMENT C

CLAIMING LOCAL PREFERENCE

_____ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our HOME/MAIN OFFICE is located in Bay County. It is located at:

(business address)

_____ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

ATTACHMENT D

MANUFACTURER AND BIDDER SUPPORT SERVICES

Proposer **must** execute the hereunder relative to the terms, conditions, requirements and specifications of Bid Request #23-01 Section 3, line item 4, bullet 7 & 8, Section 6, line item 3 & 4. Failure to execute this section may result in rejection of the bid.

Please list the names, addresses, telephone numbers and contact persons of your service facilities, as requested below.

Primary:

Facility Name: _____

Address, City, State & Zip: _____

Telephone: _____ Email: _____

Contact Person: _____

Secondary:

Facility Name: _____

Address, City, State & Zip: _____

Telephone: _____ Email: _____

Contact Person: _____

Tertiary:

Facility Name: _____

Address, City, State & Zip: _____

Telephone: _____ Email: _____

Contact Person: _____



School Board of Bay County Florida

E-VERIFY CERTIFICATION

1. I am (title) _____ of _____ (“Contractor”).
2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.
3. The Contractor has contracted with or may contract with School Board of Bay County Florida (“Board” or “District”) (the “Agreement”).
4. I hereby certify that the Contractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request.
5. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.
6. The Contractor/Vendor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
7. The Contractor/Vendor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.
8. The Contractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in one (1) year suspension from contracting with the District.

CONTRACTOR NAME:

AUTHORIZED REPRESENTATIVE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT E

SPECIFICATIONS

Bids shall include pricing for unit, delivery and set-up, and on-sight tuning.

School Board requirement is 22 of each (1 Acoustic and 1 Digital per location). Bids shall reflect appropriate quantity.

Specs for the Acoustic Piano are as follows:

- Yamaha P22 45" Studio Upright Piano with matching bench in Satin Ebony finish.
- Spruce Soundboard and Soundboard Ribs.
- Bridge Construction: Two-piece separated Wood seasoned for destination.
- V-Pro Vacuum Shield Mold Process for the Frame.
- Seasoned Spruce for the Key Material.
- Acrypet™ for the White Key surfaces.
- Phenolic Resin for the Black Key surfaces.
- Soft close Fallboard.
- Lockable Fallboard and Lid Lock.
- Pedal: Soft/Mute/Damper
- P22 Special Hammers
- 5 Back posts
- Piano Dolly to ensure ease of moving the instrument without damage.
 - The Dolly is to be a Jansen Upright Piano Dolly Set Model J4009 in black finish. Dolly comes in set of 2.

Specs for the Digital Piano are as follows:

- Yamaha Clavinova CLP-745 Digital Piano with matching bench in Matte Black finish.
- Real Grand Expression 2 (RGE2)
- GrandTouch-S™ keyboard: wooden keys (white only), synthetic ebony and ivory keytops, escapement.
- Binaural Sampling
- Fortepiano Voices
- Grand Expression Modeling
- Virtual Resonance Modeling (VRM)
- Bluetooth Audio and MIDI
- Bluetooth connect to Yamaha's app, Smart Pianist, to gain extra help for piano practice.
- Hard2/Hard1/Medium/Soft1/Soft2/Fixed Touch Sensitivity
- Number of Pedals: 3: Damper (with half-pedal function), Sostenuto, Soft
- Pedal Functions: Sustain (Switch), Sustain Continuously, Sostenuto, Soft, Pitch Bend Up, Pitch Bend Down, Rotary Speed, Vibe Rotor, Song Play/Pause
- Number of Polyphony (Max): 256
- 38 Voices
- Effects: Reverb 6, Chorus 3, Brilliance 7 + User, Master Effect 12, Intelligent Acoustic Control (IAC), and Stereophonic Optimizer.

- Functions: Dual/Layers, Split, and Duo
- 21 voice demo songs + 50 classics + 303 lesson songs Preset Songs
- Recording: 250 Songs, 16 Tracks, and 500KB per song Data Capacity
- Overall Controls: Built-in Metronome, 5-500 Tempo Range, -12 – 0 - +12 Transpose Capability, 414.8 - 440.0 - 466.8 Hz (approx. 0.2 Hz increments) Tuning Capability, and 7 Scale Types.
- Storage: 1.4MB Internal Memory and USB Flash Drive External Drive/Memory
- Connectivity: Standard stereo phone jack (x 2) for Headphones, MIDI [IN] [OUT] [THRU], Stereo Mini Aux In, [L/L+R] [R] Aux Out, USB to Device Connection, and USB to Host Connection.
- (50 W + 50 W) x 2 Amplification for built-in Speakers.
- Digital Piano Dolly to ensure ease of moving the instrument without damage.
 - The Dolly is to be a Jansen Digital Upright Piano Dolly Model J4004 in black finish.

Delivery locations:

School	Address
A. Gary Walsingham Academy	44 Chip Seal Pkwy., Panama City Bch. FL 32407
Breakfast Point Academy	601 N. Richard Jackson Blvd, Panama City Bch, FL 32407
Callaway Elementary	7115 Hwy 22., Panama City FL 32404
Cedar Grove Elementary	2826 E. 15th Street, Panama City, FL 32404
Deane Bozeman School	13410 Hwy. 77, Panama City, FL 32409
Deer Point Elementary School	4800 Hwy. 2321, Panama City, FL 32404
Hiland Park Elementary	2507 Baldwin Rd., Panama City, FL 32405
Hutchison Beach Elementary	12900 Middle Beach Rd, Panama City Bch, FL 32407
Lucille Moore Elementary	1900 Michigan Ave. Panama City, FL 32405
Lynn Haven Elementary	301 W. 9th St., Lynn Haven, FL 32444
M. Cherry Street Elementary	1125 Cherry St., Panama City, FL 32401
Margaret K. Lewis School	203 N. East Ave, Panama City, FL 32401
Northside Elementary	2001 Northside Dr., Panama City, FL 32405
Oscar Patterson Academy	1025 Redwood Ave. Panama City, FL 32401
Parker Elementary	640 S. Hwy 22A., Panama City, FL 32404
Patronis Elementary	7400 Patronis Dr., Panama City Bch, FL 32408
Southport Elementary	1835 Bridge St., Southport, FL 32409
St. Andrew School	2010 W. 12th Street, Panama City, FL 32401
Tommy Smith Elementary	5044 Tommy Smith Dr., Panama City, FL 32404
Tyndall Academy	7800 Tyndall Pkwy., Panama City, FL 32403
Waller Elementary	11332 Hwy 388., Youngstown, FL 32466
West Bay Elementary	14813 School Drive, Panama City Bch, FL 32413

Bid Request 23-01 - Bid Form

Respondent: _____

QUANTITY: 22 OF EACH ITEM

Yamaha P22 45" Studio Upright Piano w/ matching bench in Satin Ebony
\$_____ ea.

Jansen Upright Piano Dolly Set Model J4009 in black finish
\$_____ ea.

Delivery and Set-up/Tuning
\$_____ ea.

Sub-Total \$_____

Yamaha Clavinova CLP-745 Digital Piano w/ matching bench in Matte Black
\$_____ ea.

Jansen Digital Upright Piano Dolly Model J4004 in black finish
\$_____ ea.

Sub-Total \$_____

Delivery and Set-up/Tuning
\$_____ ea.

BID TOTAL: \$_____