

IFB 58000-241
(Musical Instruments)

Vendor Name _____

INVITATION FOR BID

IFB # 58000-241

CONDITIONS AND SPECIFICATIONS

for

MUSICAL INSTRUMENTS

MAY 2024

Purchasing Department

Wicomico County Public Schools

P O Box 1538

Salisbury, MD 21802-1538

(410) 677-4467

IFB 58000-241
(Musical Instruments)



Wicomico County Public Schools

2424 Northgate Drive, Salisbury • P.O. Box 1538, Salisbury, MD 21802-1538 • 410-677-4400

Learning Today, Leading Tomorrow

Division of Business & Operations
Department of Business Support Services

The Wicomico County Public Schools of Wicomico County will receive sealed bids for Musical Instruments for various schools in Wicomico County, Maryland, until 11:00 a.m., local time, Monday, May 6, 2024. Bids received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Complete Bidding Documents may be obtained as a .pdf at
https://bidlocker.us/details/4157_Musical_Instrument

Bid responses may be submitted:

Electronically: https://bidlocker.us/details/4157_Musical_Instrument

Hand delivered or Common Courier:

BID FOR MUSICAL INSTRUMENTS
Wicomico County Public Schools
Purchasing Department
2424 Northgate Drive
Suite 100
Salisbury, MD 21801

No Bidder may withdraw their bid within ninety (90) days after the date and time of bid opening.

The Wicomico County Public Schools reserve the right to reject any or all bids and waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any, and all formalities, and informalities and technicalities in the best interest of the Board. The Board reserves the right to utilize existing Board or Cooperative contracts in the best interest of the Board. The Board reserves the right to evaluate existing Board or Cooperative contracts as Bids in the best interest of the Board.

Mark E. Miller, C.P.M., CPPO, CPPB
Procurement Manager
purchasing@wcboe.org

GENERAL CONDITIONS

1. INTENT: These Conditions and Specifications are intended to cover the furnishing and delivery of Musical Instruments to the Board of Education of Wicomico County, Maryland.
2. BRAND NAMES: Any reference to brand names and code or model numbers (or updated version of same) in the attached Specifications is considered a requirement.

NO ALTERNATES WILL BE FOUND ACCEPTABLE.

Failure to identify clearly any item may result in its rejection.

3. INTERPRETATION OF THE TERM "EQUAL": The Wicomico County Public Schools (hereinafter referred to as "the Board" or WCPS) reserves the right to evaluate the quality of articles offered as alternate or equal, and further reserves the right to reject any or all articles judged not approved.
4. CLARIFICATIONS: If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Conditions and/or Specifications, he may submit to the Board a written request for an interpretation thereof, delivered into the hands of the Procurement Manager no fewer than five working days prior to the time and date the offers are due. The Board will not be responsible for any other interpretations or explanations of the Specifications.
5. SAMPLES: A supplier shall, upon request of the Board and within seven days of the request and without cost, demonstrate his product in operation at a designated time and place, if deemed necessary by the Board, to judge properly the quality and function of the proposed item. In addition, the supplier may be required to indicate locations where the equipment upon which the quotation is based is in use and may be inspected under these circumstances.
6. ILLUSTRATIONS: All bidders are required to furnish with their proposal full illustrations and detailed specifications on each and every item offered as an alternate. These cuts and specifications are to be arranged and labeled in numerical sequence according to item number. These illustrations and specifications need not be submitted if items offered are the make and model specified. If a make and model are not specified, all offers must contain supporting documentation. Failure to submit illustrations and specifications may, at the discretion of the Board, result in disqualification of the offer.
7. TESTING: The Board may, at its discretion, have random samples of purchased products tested by an independent testing laboratory in order to ascertain if the product is, in fact, as represented by the Seller.

If it is established that the product is not as represented, the cost of testing shall be the responsibility of the Seller as well as any additional cost of replacing the product.

If it is indicated that the Seller knowingly furnished a product that did not meet the standard offered, the Board may, at its discretion, disqualify the Seller from future bidding.

8. QUANTITIES: The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the quantities shown and the successful supplier shall be obligated to fulfil all requirements as shown on the purchase orders whose mailing dates fall within ninety (90) days after the offers are due.
9. METHOD OF PROPOSAL: Proposals must be submitted on the basis of individual items. Unit price must be given for each article and the total price of each item must be extended. In case of discrepancy between unit price and total price, the unit price shall prevail. Prices quoted shall be FOB destination and will include all delivery costs. Prices quoted shall not include Federal Excise or State Sales and Use taxes, or any other taxes from which the Board is exempt. Exemption certificates will be furnished upon request. Proposals shall not be withdrawn or altered for a period of ninety (90) days after the opening thereof. One copy of the Specifications is being furnished; only the signed Form of Proposal with documentation and appropriate attachments is to be returned as an offer.
10. DELIVERY: All items are to be quoted FOB destination (inside delivery) to site locations within the Board of Education to be determined at the time purchase orders are issued. All deliveries are to be made within FORTY-FIVE (45) days of the date of the Purchase Order. The awarded Vendor shall work with the WCBE to coordinate delivery of all equipment listed. **A DEALER REPRESENTATIVE WILL BE REQUIRED TO BE ON HAND AT THE TIME OF DELIVERY.**
11. BASIS OF AWARDING: The Board reserves the right to reject any or all offers and waive formalities, informalities and technicalities in any offer. Contracts may be awarded by item, by group, or in total, whichever will best serve the interests of the Board. In awarding the contract, consideration will be given to any previous performance for the Board as to the quality of service and merchandise and with regard to supplier's ability to perform, should he be awarded the contract. The Board reserves the right to accept that offer which, in its judgement, best serves the interests of the Board, without regard to the same being the lowest offer.
12. DETERMINATION OF GRADE OR QUALITY: The Board reserves the right to award an item to other than the lowest proposal if, in its judgement, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.
13. EXCEPTIONS: It shall be the responsibility of the supplier to include with his proposal a list and clarification of any deviations from or qualifications of the Conditions and Specifications. The list must be attached to the Form of Proposal.

14. PERIOD OF CONTRACT: The contract period shall be for approximately two hundred-fifty (250) days beginning upon acceptance by the Board and remaining in full force and effect until December 31, 2024, unless terminated by the Board. The Board reserves the right to terminate this agreement without cause after thirty (30) days' written notice. The successful Vendor/s shall provide one (1) year maintenance support at no additional charge to the WCPS.

15. PRICE ADJUSTMENT: All prices quoted are expected to remain firm during the term of the contract; however, in the event of a cost change related to raw materials or labor, prices may be subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiated adjustments will be considered only upon written request, documented with cost data and supplier invoices, and filed with the Purchasing Department thirty (30) days prior to the requested price adjustment.

Any price adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

In no case will a price adjustment be considered during the first ninety (90) days of the contract.

16. ADJUSTMENTS TO CONTRACT: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Purchasing Department.

In the event that the Contractor is unable to deliver as a result of strikes or acts of God, he shall be held responsible for securing temporary relief in the delivery of the items contracted through such means as may be acceptable to and in agreement with the Purchasing Department, Board of Education, for those goods and services which are necessary for the day-to-day conduct and function of the Board's programs.

Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

17. CONTRACT: It is the intent of the Board of Education that should this offer be accepted and awarded, the Form of Proposal, Specifications and the Purchase Order will become the contract. Notification of the contract award will be made by letter after approval by the Board of Education.

18. PIGGYBACKING: WCBOE reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or

state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. WCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

19. FAXED PROPOSAL SUBMISSIONS: All proposals must be delivered to the Purchasing Department with originals signed by an officer capable of committing the offeror to contractual relationships. Faxed proposals are not acceptable.
20. PAYMENT TERMS: Payment terms may be taken into consideration by the Board of Education as a tiebreaker only, and only if the terms are identified on the Form of Proposal.
21. TOBACCO-FREE SCHOOLS POLICY: All contractors, sub-contractors, and sub-sub-contractors must comply with the Board's tobacco-free schools policy "ADC". The policy states that "the sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education of Wicomico County, at all times (24 hours a day, every day), regardless of whether or not students are present." The policy also states that "the use of tobacco in any form is prohibited on school grounds during the official school day (7 a.m. to 5 p.m.)."

Any contractors, sub-contractors, or sub-sub-contractors "which do not enforce this tobacco-free policy may be declared in default of their contract."

22. MINORITY BUSINESS ENTERPRISE PROCEDURES:
 - a. The Wicomico County Public Schools (WCPS) encourages all qualified Minority Business Enterprises (MBE) to apply for certification with the Maryland Department of Transportation (MDOT).
 - b. All qualified MDOT Certified MBE's are encouraged to respond to this solicitation notice.
 - c. WCPS encourages prime contractors submitting an offer to this IFB to develop a plan to utilize qualified MDOT certified MBE's as sub-contractors.
 - d. WCPS may request a copy of this plan when evaluating your proposal.

23. ANTI-COLLUSION: By signing this Form of Proposal, the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.
24. ANTI-BRIBERY/DEBARMENT: This procurement is subject to the Annotated Code of Maryland Finance and Procurement Article 16 concerning Debarment of Contractors. By signing this Form of Proposal, the offeror agrees that he understands and is in compliance with Article 16.
25. CHILD SEX OFFENDER NOTIFICATION: Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 17.792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

FORM OF PROPOSAL

Wicomico County Public Schools
2424 Northgate Drive STE 100
P O Box 1538
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing and delivering of Musical Instruments to the various schools of Wicomico County.

We agree to furnish and deliver those items for which our bid is accepted, in compliance with the terms conditions, and specifications contained therein, at the prices set opposite each item on the attached proposal sheets.

This offer is binding and cannot be withdrawn until July 6, 2024.

Company _____

Address _____

Date

Signature of Official

Telephone Number

(Printed) Name of Official

Fax Number

Title of Official

E-mail Address

Taxpayer I.D. Number
Please enclose W-9

PRICING SHEET

ITEM #	DESCRIPTION	UNIT PRICE (Update model numbers where necessary)
1.	<u>PICCOLO, C:</u> Comes with case	Jupiter JPC 1000
		Armstrong 204
		Yamaha YPC 32
2.	<u>FLUTE:</u> Comes with case	Armstrong 104
		Yamaha YFL 222
3.	<u>OBOE:</u> Comes with reeds and case	Selmer 122F Student Oboe
4.	<u>BASSOON:</u> Comes with bocals, reeds and case	Renard 41
5.	<u>Bb CLARINET:</u> Comes with mouthpiece, mouthpiece cap, reed, and case	Yamaha YCL21II
		Buffet BC1180-2
6.	<u>BASS CLARINET:</u> Comes with peg stand, mouthpiece, mouthpiece cap, reed, and case	Kessler Low-C 2 nd Gen w/Mouthpiece
7.	<u>ALTO SAXOPHONE:</u> Comes with mouthpiece, mouthpiece cap, ligature, neck strap, standard case and reeds.	Yamaha YAS 480
		Yamaha YAS 26
8.	<u>TENOR SAXOPHONE:</u> Comes with mouthpiece, mouthpiece cap, ligature, neck strap, standard case and reeds	Yamaha YTS 26
		Yamaha YTS-480
9.	<u>BARITONE SAXOPHONE:</u> Comes with mouthpiece, mouthpiece cap, ligature, neck strap, standard case and reeds	Yamaha YBS 480
10.	<u>INTERMEDIATE TRUMPET:</u> Comes with mouthpiece, standard case	Yamaha YTR4335GII Gold
		Yamaha YTR4335GGGGII Silver
		King 2055 S Silver
11.	<u>TRUMPET:</u> Comes with mouthpiece and standard case	Yamaha YTR 2330 S Bach TR 500
12.	<u>MELLOPHONE:</u> Comes with mouthpiece and case	Blessing BM111S
		Yamaha YMP204MS
13.	<u>FRENCH HORN:</u> Comes with mouthpiece and case	Yamaha YHR 567
14.	<u>TENOR TROMBONE:</u> Comes with mouthpiece and case	Yamaha YSL-354 (student)
		Yamaha 445G (intermediate)

15.	<u>F Attachment Trombone</u> - Comes with mouthpiece and case	F Attachment Yamaha YSL 446G King Bb/F 608F
16.	<u>VALVE TROMBONE:</u> Comes with mouthpiece and case	Yamaha YSL-354V
17.	<u>BASS TROMBONE:</u> Comes with mouthpiece and case	Yamaha YBL 421G
18.	<u>MARCHING TROMBONE:</u> Comes with mouthpiece and case	Kanstul Flugelbone 955
19.	<u>EUPHONIUM:</u> Comes with mouthpiece and case	Yamaha YEP 211 Straight Bell Yamaha YEP 201 (Elementary 4 In-Line Valve Yamaha YEP 32 Compensating YEP 642SII
20.	<u>FLUGEL HORN:</u> Comes with mouthpiece and case	Yamaha YFH631G
21.	<u>MARCHING BARITONE:</u> Comes with mouthpiece and case	Yamaha YBH301MS
22.	<u>¾ 3-Valve BB b TUBA:</u> Comes with mouthpiece and case Elementary/Middle School	Yamaha YBB 104MWC
23.	<u>4/4 BB b TUBA:</u> Comes with mouthpiece and hard case with wheels.	St. Petersburg 202 (4-valve) Yamaha BB 641 (4-valve Rotary) Yamaha YBB 201(3-valve) Yamaha YBB-202MSWC Jupiter JTU1101MS Quantum MK II
24.	<u>3/4 : TUBA-CONVERTIBLE:</u> Comes with mouthpiece, and hard case with wheels	Jupiter JTU1030MS Yamaha YBB105MWSC
25.	<u>4/4 : TUBA CONVERTIBLE:</u> Comes with mouthpiece, and hard case with wheels	Yamaha YBB 201MSWC
26.	<u>SOUSAPHONE:</u> White fiberglass, 3 valves, with mouthpiece, valve oil, slide grease, and with standard case with wheels, Lyre.	Yamaha YSH 301 Fiberglass – (Middle School) King 2350 (All Brass – High School)
27.	<u>EUPHONIUM:</u> Comes with mouthpiece and case.	Yamaha YEP 321
28.	<u>ACOUSTIC GUITAR – STEEL STRING:</u> Comes with case	Fender FA-125
29.	<u>ACOUSTIC/ELECTRIC GUITAR-STEEL STRING:</u> Comes with case	Alvarez RD26CE
30.	<u>ACOUSTIC GUITAR-NYLON STRING:</u> Comes with case	Yamaha CGS 102A (1/2 size – Elementary/Middle School

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		Yamaha CGS 103A (3/4 size – Middle High School)
		Yamaha CGS 104A (4/4 size – High School)
31.	<u>ELECTRIC GUITAR:</u> Comes with case	Fender Player Telecaster (Fixed Bridge) PRS SE Standard 24 (Floyd Rose Bride)
32.	<u>ELECTRIC BASS GUITAR:</u>	Fender American Special Jazz Bass
33.	<u>VIOLIN OUTFIT:</u> Comes with case, bow and Rosin	Yamaha AV5
		Franz Hoffman Amadeus HV100T
34.	<u>VIOLA OUTFIT:</u> Comes with case, bow, and Rosin,	Franz Hoffman Amadeus HV100T
		Yamaha AVA5S
		Yamaha AVC5S
35.	<u>CELLO STAND</u>	1559C
36.	<u>CELLO –</u> Comes with case, bow and rosin	Strobel MC 75 – 500
37.	<u>STRING BASS:</u> Comes with bow, rosin and case.	Scheryl & Rother SR46
38.	<u>MUSIC STAND:</u> Non-folding	Manhasset M48 6/pk
39.	<u>MUSIC STAND:</u> Folding	Hamilton KB 600N
40.	<u>ELECTRIC TUNER</u>	Boss TU 30
		Boss DD90
41.	<u>REPAIR KIT</u>	Ferries Tools Q30
42.	<u>MOUTHPIECE PULLER</u>	Bobcat 179 Mouthpiece Puller
43.	<u>SNARE DRUM – HIGH SCHOOL</u>	Pearl Philharmonic PHP1465
44.	<u>SNARE DRUM – MIDDLE SCHOOL</u>	Pearl Concert CRP1455
45.	<u>BASS DRUM – 16 x 32 w/COVER & STAND</u>	Yamaha CB7036C
46.	<u>TIMPANI – HIGH SCHOOL</u> Yamaha Smooth Copper 6300R Series	TP 6323
		TP 6326
		TP 6329
		TP 6332

47.	<u>TIMPANI: MIDDLE SCHOOL</u> Yamaha Aluminum 4300 Series TP 3323 TP 3326 TP 3329 TP 3332	
48.	<u>CONCERT TOMS – HIGH SCHOOL:</u> w/2-Stands 10 – 12 – 13 - 14	Yamaha CT-8000
49.	<u>CONCERT TOMS – MIDDLE SCHOOL:</u> w/2-Stands	Yamaha CT-8000
50.	<u>CRASH CYMBALS: HIGH SCHOOL</u> Classic Orchestral, Med. Heavy 16” Concert Stage 18” Symphonic Viennese 20” HHX Synergy Medium 20”	Zildjian A0753 Zildjian A0454 Zildjian A0449 Sabian 12094XBM
51.	<u>CRASH CYMBALS:</u> Classic Orchestral, Med. Heavy 16”, with pads, handles, and case	Zildjian A0753 Sabian 12023XN Zildjian A0421 Sabian B8X 16”
52.	<u>EFFECTS CYMBALS/GONGS</u> Paiste Symphonic Gong 32” Paiste Symphonic Gong 40” Sabian Gong Stand Zildjian A Custom China 18” Zildjian A Custom Splash 10” Sabian HHX Splash 10”	Paiste 15032 Paiste 15040 SD40GS A20529 A20542 11005XN
53.	<u>TAMBOURINE:</u> Black Swamp Synthetic Head Doubly Row Chromium/Bronze	BLA-TC1S
54.	<u>Triangle</u> Grover Super Overtone Triangle 6” Grover Alloy 303 Deluxe Triangle Beater set w/case	Grover TR6 Grover TB-D
55.	<u>BAR CHIMES:</u> Treeworks Tre35db Classic Double Row 69 Bar Chimes	TRE35DB
56.	<u>BELLS – HIGH SCHOOL</u> 2.5 Octave Concert Bells Octave Symphonic Bells	Yamaha YG1210 Yamaha DG1590A
57.	<u>BELLS – MIDDLE SCHOOL</u> 2.5 Octave Intermediate Bells	Yamaha YG250D
58.	<u>XYLOPHONE:</u> 3.5 Octave Acoustalon 3.5 Octave Rosewood	Yamaha YX500FC Yamaha YX500RC

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59.	<u>MARIMBA:</u> 4.3 Octave Acoustalon 4.3 Octave Rosewood	Yamaha M2400C Yamaha YM4600AC
60.	<u>VIBRAPHONE:</u> 3.0 Octave Silver Studio w/motor	Yamaha YV2700C
61.	<u>CONGAS:</u> LP Aspire Wood 10” and 11” Congas w/stand	Aspire LPA646-VSB
62.	<u>BONGOS:</u> LP Aspire Bongos	Aspire LPA601-AW
63.	<u>TIMBALES:</u> LP Aspire 13” and 14”	Aspire LPA256
64.	<u>DRUM SET</u> Stage Custom Birch w/hardware pack and 20” bass Drum Cymbal Pack	Yamaha SBP0F57HXX Zildjian A391
65.	<u>SNARE STAND:</u> Concert Drum Set/Marching	Yamaha SS745A
		Yamaha SS740A
66.	<u>SNARE DRUM – HIGH SCHOOL</u> SFZ 14 X 12” SFZ 13 x 11”	Yamaha MS9314-X Yamaha MS9313-X
67.	<u>SNARE DRUM – MIDDLE SCHOOL:</u> Power-Lite 13 x 11”	Yamaha MS-9414CH Yamaha MS6313W
68.	<u>QUADS – HIGH SCHOOL</u> Field Corps Large Quint w/Biposto Carrier	Yamaha MQT60234A-W
69.	<u>QUADS – MIDDLE SCHOOL:</u> Power-Lite Quads (8”-10”-12”-13”)	Yamaha MQL9023XW
70.	<u>BASS DRUMS – HIGH SCHOOL</u> Field Corps Bass Drum 16” Field Corps Bass Drum 18” Field Corps Bass Drum 20” Field Corps Bass Drum 22” Field Corps Bass Drum 26”	Yamaha MB8316 Yamaha MB8318 Yamaha MB8320 Yamaha MB8322 Yamaha MB8326
71.	<u>BASS DRUMS – MIDDLE SCHOOL:</u> Power-Lite 16” Power-Lite 18” Power-Lite 20” Power-Lite 22” Power-Lite 24 For matched size use MB6322W	Zildjian Yamaha MB6316W Yamaha MB6318W Yamaha MB6320W Yamaha MB8322W Yamaha MB8324W
72.	<u>CYMBALS – HIGH SCHOOL</u> 16” Stadium Series 18” Stadium Series	Zildjian A0468 Zildjian A0483

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73.	<u>CYMBALS – MIDDLE SCHOOL</u> SBR 14” SBR 16” AA Marching Band Cymbals 14” AA Marching Band Cymbals 16”	Sabian SBR1422 Sabian SBR1622 Sabian 21422 Sabian 21622
74.	<u>MARCHING XYLOPHONE</u> 3.5 Octave Acoustalon Tough-Terrain	Yamaha YXT500FC
75.	<u>MARCHING MARIMBA</u> 3.0 Octave Studio w/motor and tough-Terrain	Yamaha YMT2400C
76.	<u>MARCHING VIBRAPHONE</u> Adams 3.0 Concert Vibraphone w/field frame and motor	80M-VCSF30M
77.	<u>OUTSIDE GONG STAND</u> Tough-Terrain	Yamaha T-Gong
78.	<u>OUTSIDE BASS DRUM STAND</u> Tough-Terrain Concert Bass Stand	Yamaha T-CBASS
79.	<u>MARCHING VIBRAPHONE</u> Adams Concert Series 3.0 w/endurance field frame	80M-VCSF30M
80.	<u>MARCHING BAR CHIMES</u>	LP511
81.	<u>MARCHING BELL TREE</u>	LP450
82.	<u>MARCHING CONGAS</u>	Aspire LPA646
83.	<u>MARCHING GONG 30”</u>	Zildjian P0500
84.	<u>MARCHING GONG 40”</u>	Zildjian P0502
85.	<u>MARCHING GONG STAND</u>	Zxgs0012

BID PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CRIMINAL BACKGROUND CHECK REQUIREMENTS

I FURTHER AFFIRM THAT I UNDESTAND AND COMPLY WITH:

1. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
2. Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised, and uncontrolled access to children.

B1. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the Wicomico County Public School's (WCPS) to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial

Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B2. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the WCBOE to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the WCBOE that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the Board of Education of Wicomico County, the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)