

CAMPBELL COUNTY SCHOOL DISTRICT

Sousaphones

BID DOCUMENTS



Prepared by:
Giacchino Cucchiara, Jr.
Finance Director

INVITATION TO BID (ITB)

BOARD OF EDUCATION OF CAMPBELL COUNTY KENTUCKY EQUAL OPPORTUNITY EMPLOYER

101 Orchard Lane
Alexandria, KY 41001
Telephone 1-859-635-2173, ext. 1200

Sousaphones

The Campbell County Board of Education of Campbell County, Kentucky (hereinafter called the Board of Education or the Board) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be mailed or delivered to Gioacchino Cucchiara, Jr., Treasurer, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky, 41001, in a sealed envelope marked "Sousaphones" in the lower left-hand corner. The bidder's return address shall appear in the upper left-hand corner.

Copies of the invitation to bid may be obtained in the Central Office at the above address, between 9:00 a.m. and 4:00 p.m. Monday through Friday, prior to the date specified for bid opening. Approved forms must be used.

Time of bid opening: Bids must be received by 1:00PM. EST, on Wednesday, June 7, 2023, at which time (or as soon as the business of the Board permits) they shall be publicly opened and read aloud. All bids must be received by the designated time stated in the invitation and none will be considered thereafter. **Failure to have the bid in the receptionist office prior to the bid opening will automatically prevent the reading of your bid. We do not accept faxed bids or bids submitted via the internet.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

Location of bid opening: Bids will be opened and read at the Central Office, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky, 41001. You are invited to be present at the bid opening.

**Legal Notice
Advertisement for Bids**

The Campbell County Board of Education will accept sealed bids at the Central Office, 101 Orchard Lane, Alexandria, Kentucky until 1:00PM EST, on Wednesday, June 7, 2023, at which time they will be opened and read aloud for the following:

Sousaphones

Contract(s) will be awarded to the lowest and/or best bidder. All bidders must use approved forms and base their bids on specifications that are available at the Board of Education's Central Office and on the Campbell County School District Finance Department website, <http://www.campbellcountyschools.org>.

The Board of Education reserves the right to reject any or all bids. Bids should be submitted to Gioacchino Cucchiara, Jr., Treasurer, Campbell County Schools, 101 Orchard Lane, Alexandria, KY 41001.

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BID FORM - PAGE 1 OF 3**

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

To: Gioacchino Cucchiara, Jr., Treasurer
 Campbell County Board of Education
 101 Orchard Lane
 Alexandria, KY 41001

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be **in compliance with all requirements and technical specifications**, except as noted below:

Exceptions:

Name of Company/Individual _____

Address _____

Authorized Signature _____

Please Print or Type Name _____

Official Title _____ Date _____

Telephone No. _____ Fax No _____

Email Address _____

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BID FORM - PAGE 2 OF 3

- 1) Having carefully examined the instructions to bidders and the plans and specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for price stated herein.

Addenda_____ (Insert the addenda numbers received or the word "none" if no addenda received.)

- 2) The Board Reserves the right to reject any and all bids.
- 3) Questions: Call Nick Little, Band Director, at 859-635-4161 if you would like to discuss specifications in more detail.

**Sousaphones
BID FORM - PAGE 3 OF 3**

LEAD TIME for completion
(In Days) after receipt of order _____ days

DETAILS:

Quantity: 5 (five)
KING 2350WSP SOUSAPHONE
Key: BBb
Bore Size: .687"
Bell Size: 26"
Bell Material: Brass
Body Material: Brass
Valves: 3 Standard Stroke Pistons
Valve Material: Nickel-Silver
Finish: Silver-Plated
Mouthpiece: Included
Case: Wheeled Hardshell Case

Price per sousaphone: \$ _____

Overall price: \$ _____

Comments:

BIDS MUST INCLUDE THE FOLLOWING:

- The Bid Form
- Signed and dated Conflict of Interest Form
- Proof of required Insurance
- Three Work References w/phone numbers, addresses, e-mail address, & contact names
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status.
- W-9

Company_____

Contact/Title/E-Mail_____

Street Address_____

City_____State_____Zip_____

E-Mail Address: _____

Telephone_____Fax_____

Payment Terms_____

Authorized Bidder's Signature_____Date_____

CONFLICT OF INTEREST FORM

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract; and any solicitation or proposal therefore, in which to his/her knowledge:

(A) He/she, or any member of his/her immediate family, has a financial interest herein; or

(B) A business or organization in which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or

(C) Any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any Board member or employee with procurement authority, or a member of his/her immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of

Education or any school thereof. Violation of this provision subjects the Board member or employee to forfeiture of his/her position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee with procurement authority or Board member of the Campbell County Board of Education.

Name of Company/Individual

Authorized Signature

Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the bid form in order for your bid to be qualified

**GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)**

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. BID DOCUMENTS

All "Bid Forms" provided with this "Invitation to Bid" must be submitted.

No bid can be corrected or altered or signed after being opened. The Board shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Corrections made with correction tape or fluid are to be initialed.

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the representatives of the Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each party submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements, subject to the Board's consideration of stated exceptions, are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including, but not limited to, cases where such waiver is necessary due to technical errors of inconsistencies in the preparation of such specifications.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed. The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or an accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the educational and business staff of the Board of Education.

J. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the "Model Bid" column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

(1) The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. DELIVERY

The Seller agrees to furnish and deliver the items within the terms of the contract as the Board's representative may prescribe.

All costs for delivery, including drayage, freight, and the packaging of said articles, are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract it is necessary that the Board's representative place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

M. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening, but may also be requested at any time prior to the award of the bid. Failure to furnish samples may disqualify any bid.

N. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.2000

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards, and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

O. BID

Tabulations will be made by the Treasurer and each qualified bidder will be mailed a format tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the second Monday of each month. Bidders are requested not to call for a tabulation of the bid.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left corner of the envelope.

Any bids received after the scheduled time of opening will be returned unopened to the bidder.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the bidders in making up their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form.

For any clarification relative to this bid contact Gioacchino Cucchiara, Jr., Treasurer, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky, 41001, at (859) 635-2173.

P. PRICES

All prices quoted by the various bidders must be firm for a minimum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract."

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Treasurer. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

Q. OR EQUAL CLAUSE

Whenever, in any contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

Any bidder that bids an item other than one of the suggested products in this bid document must submit descriptive literature and/or a catalog that contains the bid item.

S. PIGGYBACKING

Purchases by other Kentucky Government Entities - Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). Campbell County Schools will not be responsible for payment of any purchases by another government entity.

SPECIAL CONDITIONS

AWARDING OF CONTRACT(S):

Contracts may be awarded to the lowest evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis whichever is deemed to be in the best interest of the Board of Education. Multiple awards may be made.

TECHNICAL SPECIFICATIONS:

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict bids on equal or better quality items. Low prices will not be the only criterion for awarding bids, as each item shall be subject to evaluation and/or usage test prior to the awarding of the bids and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

DELIVERY LOCATION:

The items listed herein shall be delivered (F.O.B. Destination) as specified on each purchase order. The successful bidder/bidders shall provide the appropriate equipment and personnel necessary to unload items at the receiving point. For this purpose unloading means to remove from the delivery vehicle and place in the building.

IMPORTANT: Do not bid if you cannot meet the delivery requirements listed above.

SUBSTITUTIONS:

If, during the period of the contract, a vendor finds it necessary to make substitutions, it must obtain prior approval from Gioacchino Cucchiara, Jr., Treasurer, Campbell County Board of Education.

REQUIREMENTS:

Deliveries will be accepted beginning as soon as a purchase order is received by the successful bidder. All deliveries must be made to the location indicated on the purchase order and signed for by a responsible board representative.

All invoices must show the purchase order number, date of delivery, name of location, and list of items delivered by item name.

OTHER CONDITIONS:

All blanks and information requests are to be completed on the bid form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the Board of Education of Campbell County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Campbell County, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both, so fined and imprisoned at the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Campbell County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000.00 fine or one-year imprisonment or both upon conviction.

Solicitation/Contract : _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
_____ Title	_____ Date

Company Name _____
Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.