

	<b>Lancaster County School District</b>  <i>Invitation for Bid</i>	Solicitation Number	201508
		Solicitation Issue Date	10/20/14
		Procurement Officer	Jan Petersen, CPPO, CPPB
		Phone	(803) 416-8842
		E-Mail Address	<a href="mailto:Procurement.Dept@lcsdmail.net">Procurement.Dept@lcsdmail.net</a>

**DESCRIPTION: BAND & ORCHESTRA EQUIPMENT**

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY (Opening Date/Time): **10/28/14 2:00 PM - EST** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **10/23/14 4:00 PM - EST** See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<b>PHYSICAL &amp; MAILING ADDRESS:</b>
Lancaster County School District Attn: Cara Cox, Procurement Specialist 300 South Catawba Street Lancaster, SC 29720 <small>See "Submitting Your Offer" provision</small>

CONFERENCE TYPE: <b>not applicable</b> DATE & TIME: <small>As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions</small>		LOCATION: <b>not applicable</b>	
AWARD & AMENDMENTS	Award will be posted at the physical address stated above on 10/31/14. The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.lancastercsd.com">http://www.lancastercsd.com</a>		
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.			
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small>	
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____	
TITLE <small>(Business title of person signing above)</small>		DATE SIGNED <small>(See "Signing your Offer" provision)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>			
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION <small>(If offeror is a corporation, identify the State of Incorporation.)</small>			
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>			

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address <b>(check only one)</b>	___ Order Address same as Home Office Address ___ Order Address same as Notice Address <b>(check only one)</b>

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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**Minority Participation:**

Are you a SC Certified Minority Vendor – Yes  No

If yes, SC Certification # \_\_\_\_\_

Are you a Non SC Certified Minority Vendor - Yes  No

# Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work/Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bid Schedule
- IX. Attachments to Solicitation

## I. SCOPE OF SOLICITATION

The Lancaster County School District is soliciting sealed bids for a source or sources of supply for band & orchestra equipment for the district.

**Acquire Supplies/Equipment:** The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

## II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

**DEFINITIONS:** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Board** – means the Lancaster County School District Board of Trustees.
3. **Change Order** - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
4. **Contract** - See clause entitled “Contract Documents & Order of Precedence.”
5. **Contract Modification** – means a written order signed by the procurement officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
6. **Contractor** - means the offeror receiving an award as a result of this solicitation.
7. **Cover Page** – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that amendments may modify information provided on the cover page.
8. **District** – means Lancaster County School District (LCSD)
9. **Offer** – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
10. **Offeror** – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”
11. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.

12. **Procurement Officer** – means the person, or his successor, identified as such on the cover page. Procurement Officer means the Chief Procurement Officer.
13. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
14. **Subcontractor** – means any person having a contract to perform work or render service(s) to contractor as a part of the contractor’s agreement arising from this solicitation.
15. **Work** - means all labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor’s obligations under the contract.
16. **You and Your** – means offeror.

**Amendments to Solicitation:** (a) The solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following web site for the issuance of amendments: [www.lancastercsd.com](http://www.lancastercsd.com). (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on page two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**Award Notification:** Notice regarding any award or cancellation of award will be posted at the location specified on the cover page. The date and location of posting will be announced at opening. If the contract resulting from this solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all offerors responding to the solicitation. Should the contract resulting from this solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all offerors responding to the solicitation and any award will not be effective until the eleventh day after such notice is given.

**Bid/Proposal as Offer to Contract:** By submitting your bid or proposal, you are offering to enter into a contract with the district. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page. An offer may be submitted by only one legal entity; “joint bids” are not allowed.

**Bid Acceptance Period:** In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer in writing.

**Bid in English & Dollars:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

**Board as Procurement Agent:** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only district official authorized to bind the district with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the district acting on behalf of the Lancaster County School District pursuant to the Lancaster County School District procurement code. Any contracts awarded as a result of this procurement are between the contractor and the district. The Board is not a party to such contracts, unless and to the extent that the Board is a using district department, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

**Certificate of Independent Price Determination:**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

**Certification Regarding Debarment and Other Responsibility Matters:**

(a)(1) By submitting an offer, offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of

federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's responsibility. Failure of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the district, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**Code of Laws Available:** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**Completion of Forms/Correction of Errors:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

**Deadline for Submission of Offer:** Any offer received after the Procurement Officer of the district or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

**Disclosure of Conflicts of Interest or Unfair Competitive Advantage:** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the

existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the district may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**District Office Closings:** If an emergency or unanticipated event interrupts normal district processes so that offers cannot be received at the district office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

**Drug Free Work Place Certification:** By submitting an offer, contractor certifies that, if awarded a contract, contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**Duty to Inquire:** Offeror, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Offerors are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the offeror's risk. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to the district's attention.

**Ethics Certificate:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**Illegal Immigration:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the district upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the

applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**Omit Taxes from Price:** Do not include any sales or use taxes in your price that the district may be required to pay.

**Protests:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of an intent to award or award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided. (Article 17-4210 of the Lancaster County School District's procurement code.)

**Public Opening:** Offers will be publicly opened at the date/time and at the location identified on the cover page, or last amendment, whichever is applicable.

**Questions from Offerors:** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The district seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition.

**Rejection/Cancellation:** The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Lancaster County School District's procurement code).

**Responsiveness/Improper Offers:**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(b) Multiple Offers. Offerors may submit more than one offer, provided that each offer has significant differences other than price. Each separate offer must satisfy all solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any offer which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the solicitation may be rejected. If a fixed price is required, an offer will be rejected if the total possible



cost to the district cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The district may reject an offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the district even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**Restrictions Applicable to Offerors:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the using district department or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any using district department or its employees, agents or officials prior to award.

**Signing Your Offer:** Every offer must be signed by an individual with actual authority to bind the offeror. (a) If the offeror is an individual, the offer must be signed by that individual. If the offeror is an individual doing business as a firm, the offer must be submitted in the firm's name, signed by the individual, and state that the individual is doing business as a firm. (b) If the offeror is a partnership, the offer must be submitted in the partnership's name, followed by the words "by its Partner," and signed by a general partner. (c) If the offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the offeror is a joint venture, the offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the offer must state that it has been signed by an agent. Upon request, offeror must provide proof of the agent's authorization to bind the principal.

**Submitting Confidential Information:** For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that offeror contends contains information that is exempt from public disclosure because it is either (a) A trade secret as defined in Section 30-4-40(a)(1), or (b) Privileged and confidential, as that phrase is used in Section 11-35-410. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly

marked as confidential or trade secret or protected, the district may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, offeror (1) Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) Agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) Agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the district will detrimentally rely on offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, offeror agrees to defend, indemnify and hold harmless the Lancaster County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the district withholding information that offeror marked as "Confidential" or "Trade Secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**Submitting Your Offer or Modification:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each offeror must submit the number of copies indicated on the cover page. (d) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation. (e) facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**Tax Credit for Subcontracting with Minority Firms:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina State contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

**Taxpayer Identification Number:** (a) If offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, offeror shall submit with its offer the name and TIN of common

parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If offeror does not have a TIN, offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the federal government.

**Withdrawal or Correction of Offer:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of offers is governed by Article 5-1520 of the Lancaster County School District's procurement code.

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**Descriptive Literature - Labeling:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**Discussions with Bidders:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**Clarification:** Pursuant to Article 5-1520.8, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**Offering by Item:** Offers may be submitted for one or more items.

**Protest – Procurement Department Address:** Any protest must be addressed to the Chief Procurement Officer, Lancaster County School District, and submitted in writing (a) by email to [Jan.Petersen@lcsdmail.net](mailto:Jan.Petersen@lcsdmail.net), (b) by facsimile at 803-285-9729, or (c) by post or delivery to 300 South Catawba Street, Lancaster, SC 29720.

**Unit Prices Required:** Unit price to be shown for each item.

### III. SCOPE OF WORK/SPECIFICATIONS

**Objective:** The Lancaster County School District is seeking competitive sealed bids from qualified sources to provide band & orchestra equipment for the district. All work must be performed in accordance with the requirements of this solicitation and specifications. Manufacturer, manufacturer's Part/Model #, descriptions and quantities are listed on the enclosed bid schedule. **Bid as specified.** (Alternate items will only be considered if the item specified has been discontinued and is no longer available.) No installation required by vendor.

**Geographical:** The Lancaster County School District Office is located at 300 South Catawba Street, Lancaster, SC 29720. Lancaster is approximately forty-five (45) miles south of Charlotte, North Carolina and sixty-five (65) miles north of Columbia, South Carolina. District sites are located within a seventy-five (75) mile radius of downtown. The school district consists of at least thirty-two (32) sites with the furthest sites being approximately twenty (20) miles north of Lancaster toward Charlotte, North Carolina and eighteen (18) miles south of Lancaster toward Camden and Columbia, South Carolina. All other sites are within ten (10) miles of downtown Lancaster.

**Delivery/Performance Location – Purchase Order:** After award, all deliveries shall be made and all services provided to the location specified by the district's purchase order(s).

#### Delivery locations:

- **A. R. Rucker Middle School**, 422 Old Dixie Road, Lancaster, SC 29720 (approximately 2 miles east of the District Office)
- **Andrew Jackson High School**, 6925 Kershaw-Camden Hwy, Kershaw, SC 29067 (approximately 16 miles south of the District Office)
- **Andrew Jackson Middle School**, 6865 Kershaw-Camden Hwy, Kershaw, SC 29067 (approximately 16 miles south of the District Office)
- **Buford High School**, 4290 Tabernacle Road, Lancaster, SC 29720 (approximately 11 miles east of the District Office)
- **Buford Middle School**, 1890 N. Rocky River Road, Lancaster, SC 29720 (approximately 11 miles east of the District Office)
- **Indian Land High School**, 8063 River Road, Indian Land, SC 29707 (approximately 19 miles north of the District Office)
- **Indian Land Middle School**, 8361 Charlotte Hwy, Indian Land, SC 29707 (approximately 19 miles north of the District Office)
- **Lancaster High School**, 617 Normandy Road, Lancaster, SC 29720 (approximately 1 mile north of the District Office)
- **South Middle School**, 1551 Billings Drive, Lancaster, SC 29720 (approximately 2.5 miles south of the District Office)

1. All items shall be delivered as soon as possible after receipt of district purchase order(s). The district anticipates purchase order(s) will be issued on or before 11/15/14. **All items shall be delivered within the vendor's stated lead time as noted on the bid schedule. No lead time shall exceed 120 calendar days. The district must approve any shipment after 120 calendar days, ARO, and reserves the right to cancel such purchase order(s) with no penalty to the district.**

2. All deliveries must be FOB Destination, Freight Prepaid, Inside Delivery. No tailgate deliveries will be accepted. The term FOB Destination, Freight Prepaid, Inside Delivery shall mean delivered, unloaded and brought inside to the district's designated receiving site with all charges for transportation and unloading paid by the contractor. **These charges are to be included in the price of the product, not invoiced separately.** Any claim for loss or damages shall be between the contractor and the carrier.
3. All deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Our offices will be closed for the following holidays:
  - Thanksgiving: November 27-28, 2014
  - Christmas & New Year's: December 22, 2014-January 2, 2015.
4. The Lancaster County School District shall assume no liability or responsibility for work until after delivery is complete in all respects and accepted by the district. The contractor shall be completely responsible for all terms and conditions in this contract until the above conditions are met.

**Lead Time:** The anticipated lead time for delivery, after receipt of order, should be stated in definite terms (calendar days) on the bid schedule and may be a factor in making an award.

**Additional Purchases:** Prices must remain in effect for a period of not less than ninety (90) days from the award of the contract for any additional purchases that may be needed by the district.

**Discontinued Models on Bid Schedule:** If any item listed on the Bid Schedule has been discontinued, bid on the replacement model for the discontinued item.

**Item Substitution:** No substitutions will be allowed on purchase orders received without permission from the district's procurement department.

**Quality – New:** All items must be new and in first-class condition.

**Remanufactured Equipment:** Bidders are advised that remanufactured or refurbished equipment or supplies will not be accepted.

#### **IV. INFORMATION FOR OFFERORS TO SUBMIT**

**Information for Offerors to Submit – General:** Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work/Specifications; V. Qualifications; VIII. Bid Schedule; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

**Minority Participation:** see page two of solicitation.

#### **V. QUALIFICATIONS**

**Qualification of Offeror:** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An offeror must, upon request of the district, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to

supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. (Article 5-1810 of the Lancaster County School District's procurement code).

- **District Standards of Responsibility** – Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:
  1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
  2. a satisfactory record of performance;
  3. a satisfactory record of integrity;
  4. qualified legally to contract with the district and the State; and
  5. supplied all necessary information in connection with the inquiry concerning responsibility.

## **VI. AWARD CRITERIA**

**Award by Item:** Award will be made by individual item.

**Award Criteria – Bids:** Award will be made to the lowest responsible and responsive bidder(s).

**Award to Multiple Offerors:** Award may be made to more than one offeror.

**Unit Price Governs:** In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. TERMS AND CONDITIONS – A. GENERAL**

**Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**Bankruptcy:** (a) Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the district. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all district contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (b) Termination. This contract is voidable and subject to immediate termination by the district upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**Choice-of-Law:** The agreement, any dispute, claim, or controversy relating to the agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**Contract Documents & Order of Precedence:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the

Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the district's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the district or (ii) any invoice or other document submitted by contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the district. Any document(s) signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**Discount for Prompt Payment:** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the district annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when federal government offices are closed and government business is not expected to be conducted, payment may be made on the following business day.

**Disputes:** (a) Choice-of-Forum. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the district's procurement code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (b) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on contractor by certified mail (return receipt requested) addressed to contractor at the address provided as the notice address on page two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**Equal Opportunity:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**False Claims:** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**Fixed Pricing Required:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**Non-Indemnification:** Any term or condition is void to the extent it requires the district to indemnify anyone.

**Notice:** (a) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (b) Notice to contractor shall be to the address identified as the notice address on page two. Notice to the district shall be to the Procurement Office address on the cover page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**Payment & Interest:** (a) Unless otherwise provided in this solicitation, the district shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the district. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with Article 1-45 of the Lancaster County School District's procurement code, which provides the contractor's exclusive means of recovering any type of interest from the owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the district shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the district shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Article 1-45 of the Lancaster County School District's procurement code ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

- All invoices for payment of purchases of goods or services shall be delivered to the Lancaster County School District's office.
- All payment for purchases of goods and services shall be paid by the district within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

**Publicity:** Contractor shall not publish any comments or quotes by district employees, or include the district in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**Purchase Orders:** Contractor shall not perform any work prior to the receipt of a purchase order from the district. The district shall order any supplies or services to be furnished under this contract by issuing



a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

- Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

**Survival of Obligations:** The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**Taxes:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the district, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the district. It shall be solely the district's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the district to contractor, contractor shall be liable to the district for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on contractor's net income or assets shall be the sole responsibility of the contractor.

**Termination Due to Unavailability of Funds:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**Third Party Beneficiary:** This contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this contract as a third party beneficiary or otherwise.

**Waiver:** The district does not waive any prior or subsequent breach of the terms of the contract by making payments on the contract, by failing to terminate the contract for lack of performance, or by failing to strictly or promptly insist upon any term of the contract. Only the Chief Procurement Officer has actual authority to waive any of the district's rights under this contract. Any waiver must be in writing.

## **VII. TERMS AND CONDITIONS – B. SPECIAL**

**Compliance with Laws:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**Default – Short Form:** The district may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and

conditions, or fails to provide the district, upon request, with adequate assurances of future performance. In the event of termination for cause, the district shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the district for any and all rights and remedies provided by law. If it is determined that the district improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**Indemnification – Third Party Claims:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**Licenses and Permits:** During the term of the contract, the contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**Material and Workmanship:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**Ownership of Data & Materials:** All data, material and documentation prepared for the district pursuant to this contract shall belong exclusively to the district.

**Relationship of the Parties:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**Shipping/Risk of Loss:** F.O.B. Destination, Freight Prepaid. Destination is the district's designated receiving site, or other location, as specified on the purchase order. (See Delivery clause).

**Warranty – Standard:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**A R RUCKER MIDDLE SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
1	Etude EAS-100 Student Alto Saxophone	WWX-ET50LQ		2	Each	\$	\$
2	Etude EFL-100 Student Flute Closed Hole, Offset G, C Foot	WWF-ET30SL		3	Each	\$	\$
3	Yamaha YTR-2330 Standard Bb Trumpet	YTR-2330C		2	Each	\$	\$
4	Yamaha YSL-354 Series Student Trombone Standard	YSL-354C		2	Each	\$	\$
5	Conn Helleberg Series Tuba Mouthpiece in Silver	1207B		2	Each	\$	\$
6	Vic Firth M131/M132 Rubber Xylophone Mallets, Medium	M132		4	Each	\$	\$

**ANDREW JACKSON HIGH SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
7	Conn 6D "Artist" Series Double French Horn	6D		1	Each	\$	\$
8	Yamaha YSL-448GC Intermediate Trombone with F attachment	YSL-448GC		2	Each	\$	\$
9	Yamaha YEP-321 Series 4-valve Euphonium	YEP-321		1	Each	\$	\$

**ANDREW JACKSON MIDDLE SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
10	Conn 6D "Artist" Series Double French Horn	6D		2	Each	\$	\$
11	Ludwig LM405 Acrolite 6.5 x 14 Snare Drum	LM405		2	Each	\$	\$
12	Knilling Sinfonia 14" Viola Outfit with Perfection Planetary Pegs, includes case and bow	P3009F1AA		2	Each	\$	\$
13	Knilling Sinfonia 15" Viola Outfit with Perfection Planetary Pegs, includes case and bow	P3009FH1AA		2	Each	\$	\$
14	A & S Crafted Products Violin, Viola, & Trumpet Instrument Rack	BRV		1	Each	\$	\$

**BUFORD HIGH SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
15	Wenger Move and Store Chair Cart	127A261		2	Each	\$	\$
16	Manhasset Short Storage Stand Cart	1920		3	Each	\$	\$
17	Cannonball Student Alcazer Alto Saxophone Laquer with Case	AA-L		1	Each	\$	\$
18	Audimute Sound Absorption Room Kit-15 pack, color - Bone	ASHXL000175		1	Each	\$	\$
19	Accent Student Trumpet with Case	TR512L		1	Each	\$	\$

**BUFORD MIDDLE SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
20	Wenger Move and Store Chair Cart	127A261		2	Each	\$	\$
21	Manhasset Short Storage Stand Cart	1920		3	Each	\$	\$
22	Cannonball Student Alcazer Alto Saxophone Laquer with Case	AA-L		1	Each	\$	\$
23	Audimute Sound Absorption Room Kit-15 pack, color - Bone	ASHXL000175		1	Each	\$	\$
24	Accent Student Trumpet with Case	TR512L		1	Each	\$	\$

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**VIII. BID SCHEDULE Bid # 201508 - Band & Orchestra Equipment**

**INDIAN LAND HIGH SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
25	Majestic Quantum Field Marimba 4.3 Octaves	M1543P		1	Each	\$	\$
26	Roland Portable Sampler	SP-404SX		1	Each	\$	\$
27	Sabian 18" AA Suspended Cymbal	SAB-21823		1	Each	\$	\$
28	Black Swamp Triangle Pack	BLA-TR Pack		1	Each	\$	\$
29	Black Swamp 10" Double Row Tambourine	BLA-TD3		1	Each	\$	\$
30	FAXX Tuba Mouthpiece Hb	FAXX Hb		1	Each	\$	\$
31	Roland SPD-30 Octapad	SPD-30		1	Each	\$	\$
32	Valentino Deluxe Repair Kit	VDRK		1	Each	\$	\$

**INDIAN LAND MIDDLE SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
33	Meinl Percussion Workstation	TMPWS		1	Each	\$	\$
34	LP Studio Series Bar Chimes – Double Row, 50 bars	LP515		1	Each	\$	\$
35	LP Granite Blocks	LP1210		1	Set	\$	\$
36	LP Mount-All Bar Chime Bracket	LP236D		1	Each	\$	\$
37	Verve Student Alto Saxophone	ASV-100GL		1	Each	\$	\$
38	Rectangular Music Stand Cart, able to hold 20 stands			1	Each	\$	\$
39	Mobile Chair Cart, able to hold 18 posture chairs			4	Each	\$	\$

**LANCASTER HIGH SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
40	Jupiter 462 Student Series 3-valve Baritone Horn, Lacquer	H96891		2	Each	\$	\$
41	Blessing BTB-88-O Trombone, Lacquer	BTB-88-O		3	Each	\$	\$

**SOUTH MIDDLE SCHOOL**

Item #	Description	Part/Model #	Lead Time	Qty	U/M	Unit Price	Extended Price
42	Eastman ETR 420G Trumpet	ETR420G		4	Each	\$	\$
43	Eastman ETB 310 Trombone	ETB310		4	Each	\$	\$
44	Eastman EFH420 Double French Horn	EFH420		2	Each	\$	\$
45	Bundy Clarinet	BCL-300		4	Each	\$	\$

**NOTES:**

- **Lead Time:** The anticipated lead time for delivery, after receipt of order, should be stated in definite terms (calendar days) on the bid schedule and may be a factor in making an award.
- **Quality – New:** All items must be new.
- Remanufactured or refurbished equipment or supplies will not be accepted.
- **Bid as specified.** (Alternate items will only be considered if the item specified has been discontinued and is no longer available.)
- All prices shall be firm and fixed for the specified contract period.
- All freight, delivery and handling charges must be included in unit price, for an “Inside Delivered Price”. FOB DESTINATION, Freight Prepaid shipping only. No installation required by vendor.
- Delivery locations are listed in “Scope of Work”, page 12.
- Omit Taxes from Price: Do not include any sales or use taxes in your price that the district may be required to pay.

**COMPANY NAME:** \_\_\_\_\_

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

## IX. ATTACHMENTS TO SOLICITATION

# OFFEROR'S CHECKLIST

### *AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the district's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: **“Submitting Confidential Information” on pages 9-10.** Do not mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Make sure you have properly acknowledged all amendments. Instructions regarding how to acknowledge amendments are outlined in section entitled: **“Instructions to Offerors – A. General Instructions (Amendments to Solicitation)” on page 4.**
- Make sure your bid/proposal is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Make sure you properly mark the outside of your envelope with the bid number, due date, and time.
- Check to ensure your bid/proposal includes everything requested!
  - Cover Page – completed and signed
  - Page Two - completed
  - Bid Schedule – completed (to include name of company in space provided)
  - Company Profile and Reference Form (if required)
  - Bid Bond, Certified Check or Cashier's Check (if required)
  - Appropriate Number of Copies Requested
- If you have concerns about this solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a prebid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading **“Instructions to Offerors – A. General Instructions - Questions from Offerors” on page 8,** and any provisions regarding prebid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, *not* against this checklist.  
You do not need to return this checklist with your response.