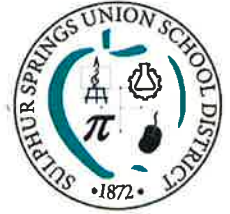


Sulphur Springs Union School District



Dr. Josh Randall
Deputy Superintendent
Business Services
661.252.5131 ext. 220

27000 Weyerhaeuser Way
Santa Clarita, Ca 91351
(661) 252-5131
FAX: (661) 252 - 6847

October 24, 2023

Dear Prospective Bidder:

The Sulphur Springs Union School District is soliciting bids for musical instruments. Bids will be received until **Thursday, November 30, 2023, at 12:00 p.m.** Faxed bids will not be accepted. Bids shall be labeled Bid #23-11-30 Music Instruments and must be delivered to Sulphur Springs Union School District, Attention: Dr. Jezelle Fulwood, 27000 Weyerhaeuser Way, Santa Clarita, CA 91351, as illustrated below. The date and time of bid opening shall appear on the bid envelope.

BID #23-11-30
MUSIC INSTRUMENTS
ATTN: DR. JEZELLE FULLWOOD
27000 WEYERHAEUSER WAY
SANTA CLARITA, CA 91351
Bid opening: 11/30/23 at 2:00pm

The Sulphur Springs Union School District will award items from the "Bid Pricing Sheet", included with these instructions, to the lowest responsive and responsible bidder(s). The award will be based on each line item with an extended price. The Sulphur Springs Union School District may award to multiple bidders. The Sulphur Springs Union School District will be the sole judge of the quality, construction, and suitability of the supplies offered by each bidder. The Sulphur Springs Union School District reserves the right to reject any, all, or any part of the bid, or to waive any irregularities or informalities in any bid. Further, the Sulphur Springs Union School District reserves the right to be the sole judge of the merit and qualifications of products. All items noted, or their equal will be considered and it is imperative that bidders clearly identify the brands, product numbers, and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. If there is any question as to the "or equal" nature of the alternate offering, please complete the **Substitution Request Form** (Attachment A) and include a sample or sample cut sheets of the requested substitute product (see condition number 6). A listing of our historical usage of specific items over a twelve (12) month period is included for your review only and is not a guarantee of purchases in similar quantities.

Please review the General Information and Proposal Specifications carefully before preparing your response. **Pricing must be firm for twelve (12) months beginning November 30, 2023.** This bid will be awarded for one (1) year and has an option for renewal for two additional years provided both parties agree, in accordance with Education Code Section 17596 (K-12). The total potential bid life is three (3) years. The Sulphur Springs Union School District's Purchasing Office shall be notified in writing 60 days prior to any price increase for each line item awarded to a vendor. Any price increases must be a result of and evidenced by documentation supporting the manufacturer price increases. The maximum allowable price increase is 5%.

Bid tabulations will be available online after November 30, 2023, Board Meeting. If you have any questions regarding this bid package, please e-mail Dr. Jezelle Fullwood at jfullwood@sssd.k12.ca.us or Dr. Joshua Randall at jrandall@sssd.k12.ca.us on or before 12:00 p.m., November 30, 2023.

Sincerely,

Dr. Josh Randall

Dr. Josh Randall
Deputy Superintendent Business Services
Sulphur Springs Union School District

SULPHUR SPRINGS UNION SCHOOL DISTRICT

27000 WEYERHAEUSER WAY
SANTA CLARITA, CA 91351
Department of Educational Services

**GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDING
EQUIPMENT AND/OR SUPPLIES**

MUSIC INSTRUMENTS - Bid # 23-11-30

1. All responses including the attached spreadsheet and bid questionnaire must be sealed and delivered to the Sulphur Springs Union School District, 27000 Weyerhaeuser Way, Santa Clarita, California, on or before Thursday, November 30, 2023, at 12:00 pm and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. The date and time of opening must appear on the bid envelope. It is the bidder's responsibility to ensure your bid has arrived in the Purchasing Office before the bid deadline.
2. All bids must be signed with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid pricing to be good through **November 30, 2024**. A successful bidder shall not be relieved of the bid submitted without the Sulphur Springs Union School District's consent or the bidder's recourse to Public Contract Code Section 5100 et seq.
3. All prices or notations must be typed or written in ink on the SSUSD bid sheets. Bids written with a pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bids not presented on the SSUSD bid form (Attachment B) shall be disregarded (PCC 20111.5)
4. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted. Taxes shall NOT be included in the unit prices of the materials. The Sulphur Springs Union School District will pay only the state sales and use taxes. Federal excise taxes are not applicable to school districts.
5. Bidders may elect to bid on any or all items on this bid. "ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED. All items specified will be considered and awarded individually or collectively, whichever is in the best interest of the Sulphur Springs Union School District.
6. Alternate supplies, equipment, or services will be considered. The Board of Education reserves the right to be the sole judge of the merit and suitability of such supplies, equipment, or services. A substitution request form is provided in this bid document (Attachment A) and a list of required instruments (Attachment D) is included.
7. All items are to be bid and delivered to the Sulphur Springs Union School District. No charge for containers, packing, draying, handling, or any other purpose will be allowed over and above the prices quoted. Return of supplies for warranty purposes shall be free of all cost to the Sulphur Springs Union School District.
8. The successful bidder shall not be held responsible for delays in the performance of the contract caused by strikes, lockouts, labor disturbances, lack of or failure by transportation, acts of the government, or other causes similar to the foregoing which are beyond the control of and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above- named causes he shall within five days after the occurrence of existing cause or causes of delay request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or causes of delay will prevent timely delivery. If the Governing Board finds that extension of time equal to the delay resulting from such cause or causes creates a hardship for the district, the Governing Board may, at its option, rescind the contract. Delays due to supply issues are not acceptable but may be waived on a case by case basis at the sole discretion of the District.

9. This request does not commit the Sulphur Springs Union School District to pay for any costs incurred in the submission of the bid or in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or material.
10. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than 4:00 p.m. three (3) working days following the date of bid opening. Such submittal must fully explain the basis or objection supported by all relevant information, facts, and details. The letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).
11. The Sulphur Springs Union School District reserves the right to reject any or all bids or waive any irregularities or informalities in any bids or in the bidding process, and award more than one contract. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the District may determine by lot which bidder will be awarded the contract or the vendor who has offered the most consistent service and reliability in the past. This requirement applies to competitive bidding for the purchase, sale, or lease of real property, supplies, materials, equipment service, bonds, or the awarding of any contract.
12. Pursuant to Public Contract Code Sections 20118 and 20265, other school districts, public agencies, political subdivisions, municipalities and tax-supported agencies in the State of California, including but not limited to Cities, Counties, and County Office of Education, State Agencies, and Public School Districts may purchase products and/or associated alternates under same terms and conditions of this bid. The District waives its right to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder.
13. Bidders have the option to accept or decline this piggyback option on per request basis.
14. Questions regarding this request for quote may be submitted in writing via email: to: Dr. Jezelle Fullwood, Assistant Superintendent of Educational Services: jfullwood@sssd.k12.ca.us on or before **12:00 p.m. November 30, 2023**. An addendum will be issued, if necessary, on or before November 30, 2023. Oral communications by District employees concerning this bid shall not be binding on the District and shall in no way excuse the vendor of his/her obligations as set forth in the Bid.
15. Each bidder must return a fully executed Non-Collusion affidavit (see Attachment C), as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit is included in this bid package.
16. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
17. In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in the accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Los Angeles County.
18. The vendor shall hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.
19. Please include on a separate sheet warranty information on all products bidding.

SULPHUR SPRINGS UNION SCHOOL DISTRICT
(Attachment A)
Substitution Request Form
Music Instrument Bid No. 23-11-30

Vendor Name: _____
Address: _____
Phone / Fax: _____

Line Item on Bid: _____
Proposed Product: _____

Proposed Prod. #: _____

Provide Point-By-Point comparative data before November 30, 2023, include product description, performance, and test data adequate for evaluation of the request. Notification of acceptability of proposed substitution will be made on or before November 30, 2023.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified products performance.
- Same warranty (if applicable) will be furnished for proposed substitution as for specified product.
- Proposed substitution does not affect Functional Performance Values.

Submitted by: _____
Signed by: _____

REVIEW AND ACTION *(Office Use Only)*:

- Substitution approved - Substitution approved as noted
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

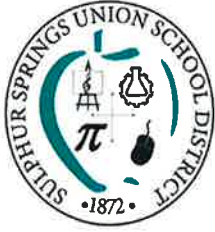
Signed by: _____
Date: _____



SULPHUR SPRINGS UNION SCHOOL DISTRICT
(Attachment B)
MUSICAL INSTRUMENT REQUIREMENTS

Proposed instruments must be from the following manufacturers:

- Yamaha
- Jupiter
- Gemeinhardt
- Selma
- Pearl
- Buffet
- Hal Leonard
- Back
- Tama



SULPHUR SPRINGS UNION SCHOOL DISTRICT
(Attachment C)
Music Instrument Bid
Bid No. 23-11-30
Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF _____

Being first duly sworn, deposes and declares that he/she is _____
(Title)

Of _____
(Company Name)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

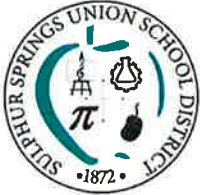
Any person executing this declaration on behalf of a bidder that is corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represent that he or she has full power to execute, and does execute this declaration on behalf of the bidder.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

(Signature)

(Typed Name)

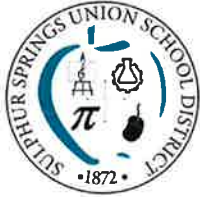
And that this declaration is executed on _____ at _____, _____
(Date) (City) (State)



SULPHUR SPRINGS UNION SCHOOL DISTRICT
(Attachment D)
MUSICAL INSTRUMENT AND
EQUIPMENT SPECIFICATIONS

For each product included in the proposal the following information must be provided in both hard copy and electronic format (Excel preferred) as follows:

Brand	Instrument	Unit Cost	Estimated Date of Delivery



SULPHUR SPRINGS UNION SCHOOL DISTRICT
(Attachment E)
MUSICAL INSTRUMENT AND
EQUIPMENT SPECIFICATIONS

<u>Inventory Item</u>	<u>Description and Specifications</u>	<u>Unit/Quantity</u>
Varies	Student Trombone	EACH
Varies	Trumpet	EACH
Varies	Alto-Sax	EACH
Varies	Clarinet	EACH
Varies	Student Flute	EACH