



Music Instruments with included Maintenance Agreement and Music  
Equipment for Star Middle School

West Ada School District  
Purchasing Department

Invitation to Bid # 817101

# TABLE OF CONTENTS

ITB ADMINISTRATIVE INFORMATION.....	2
INVITATION TO BID.....	3
GENERAL CONDITIONS OF THE BID.....	4-6
SPECIAL TERMS AND CONDITIONS.....	6-12
PRODUCT SPECIFICATIONS.....	13
ATTACHMENT 1-BID SUBMITTAL FORM.....	14
ATTACHMENT 2-IDAHO/NATIONAL SEX OFFENDER REGISTRY...	15
ATTACHMENT 3-CONTRACTOR/VENDOR AFFIDAVIT.....	16
SEALED BID LABEL.....	17
INSTRUMENT AND EQUIPMENT LIST.....	SEPARATE FILE

# ITB ADMINISTRATIVE INFORMATION

---

ITB Project Description	JOINT SCHOOL DISTRICT #2, DBA WEST ADA SCHOOL DISTRICT IS SEEKING BIDS FOR MUSIC INSTRUMENTS WITH INCLUDED THREE (3) YEAR MAINTENANCE AGREEMENT AND MUSIC EQUIPMENT FOR STAR MIDDLE SCHOOL, A NEW SCHOOL.
ITB Lead:	MIKE CARRITHERS, PURCHASING AGENT WEST ADA SCHOOL DISTRICT 1303 E CENTRAL DR MERIDIAN, ID 83642 <a href="mailto:PURCHASING@WESTADA.ORG">PURCHASING@WESTADA.ORG</a> 208.350.5003
Submit Bid:	PURCHASING DEPARTMENT 1303 E CENTRAL DR MERIDIAN, ID 83642
Deadline to Receive Questions: Submit Questions to:	<b>JUNE 13, 2018 @ 12:00 PM MDT</b> <a href="mailto:PURCHASING@WESTADA.ORG">PURCHASING@WESTADA.ORG</a>
ITB Closing Date:	<b>JUNE 20, 2018 @ 1:00 PM MST</b>

---

**INVITATION TO BID**  
**BID # 817101**  
**MUSIC INSTRUMENTS WITH INCLUDED MAINTENANCE**  
**AGREEMENT AND MUSIC EQUIPMENT FOR STAR**  
**MIDDLE SCHOOL**

Bids will be received at the West Ada School District Service Center, 1303 E. Central Dr. Meridian, ID 83642-7991 until **1:00 PM MDT, Wednesday, June 20, 2018**. Sealed bids will be publicly opened and declared, for furnishing:

**MUSIC INSTRUMENTS WITH INCLUDED THREE (3) YEAR MAINTENANCE**  
**AGREEMENT AND MUSIC EQUIPMENT FOR STAR MIDDLE SCHOOL**

**BIDDER'S SURETY IS:**

REQUIRED. Any bid which exceeds \$50,000.00 must be accompanied by a bid bond with a surety company licensed to conduct business in Idaho or a certified/bank cashier's check drawn on an Idaho bank in an amount not less than five percent (5%) of the total bid, made payable to West Ada School District. Certified/cashier's checks of unsuccessful bidders will be returned upon award of the bid.

**QUALIFICATIONS: To qualify for consideration, each Bid must be:**

1. Physically received no later than the hour and closing date prescribed above.
2. Received complete and returned with:

- Signed & Complete Bid Submittal Form
- Idaho National Sex Offender Registry form
- Contractor/Vendor Affidavit Concerning Alcohol and Drug Free Workplace Form

**NON-RESPONSIVE:** Failure to comply with the above requirements shall constitute grounds for the bid to be declared non-responsive.

## GENERAL CONDITIONS OF THE BID

1. The detailed requirements of the specifications shall supersede any conflicting provisions of these General Provisions.
2. Hereinafter, the word "District" means Joint School District #2 dba West Ada School District or its authorized representative.
3. **PROMPT PAYMENT TERMS WILL NOT INFLUENCE THE AWARD OF Bid Orders** (except in case of ties).
4. **BIDDERS SURETY:** Any bid which exceeds \$50,000 must be accompanied by a bid bond with a surety company licensed to conduct business in Idaho or a certified/bank cashier's check drawn on an Idaho bank in an amount not less than five percent (5%) of the total bid, made payable to West Ada School District. Certified/cashier's checks of unsuccessful bidders will be returned upon award of the bid.
5. **BID PREPARATION AND SUBMISSION:**
  - a. Bids will be received, opened, and read aloud at the District Service Center, 1303 E. Central Drive, Meridian, ID 83642. Bidders and other interested parties are invited to be present at the bid opening. The public opening will acknowledge receipt of proposals and details concerning pricing of the offerings will be announced.
  - b. Bids received later than the time and date specified in the Invitation to Bid will not be considered.
  - c. All prices and other notations must be typewritten or written in ink. No erasures are allowed. Strike through any changes. All changes must be initialed by the person signing the bid.
  - d. Bidders must bid separately upon each item, showing unit price and extension. In case of error in computation, the unit price shall prevail.
  - e. Bidder shall quote lowest net price, best delivery date, maximum discount terms for prompt payment and make and model of the item offered.
  - f. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn prior to the stated closing time. No change or corrections or withdrawal of bids will be permitted thereafter. Failure to read or comply with the enclosed general information in no way relieves a bidder from his liabilities arising hereunder. If there is a delay of 60 days for award, the bid may be withdrawn.
  - g. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, or current manufacture.
  - h. In the event of a conflict between the General Conditions and the Special Terms and Conditions attached hereto, the Special Terms and Conditions will have precedence.
  - i. All terms, specifications and instructions set forth in this invitation are incorporated by this reference into your response.
6. **BID RESULTS:** Preliminary bid tabulations may be made available to any interested party attending the bid opening depending on the complexity of the bid. The board holds regular meetings monthly. Please refer to the District website for the most current Board schedule. In accordance with District procedures, all bid recommendations are presented for Board action at the next regularly scheduled meeting. The results are made available at the District Service Center and on the District website ([westada.org](http://westada.org)) the following day. However, individual bid recommendations will not be given over the telephone or fax due to the length of time involved. Bidders are encouraged to review the bid tabulations/recommendation postings during normal working hours at the District Service Center. It shall be the responsibility of the interested party to ascertain the actual date of posting and/or Board meeting for the specific bid of interest.
7. **AWARDS & RESERVATIONS:** The Board of Trustees (The Board) of West Ada School District reserves the right to:
  1. Reject all non-conforming, non-responsive, or conditional bids, to accept or reject any and/or all bids, portions thereof.
  2. Accept any part of the bids at prices quoted, to the best advantage of the District, unless bidder positively limits his bid to "all or none".
  3. Waive any minor informality or irregularity (error/omissions) in any bid.
  4. Reject the bid of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature.
  5. Reject the bid of a Proposer who has previously defaulted on any contract with the Owner.

6. Reject the bid of a Proposer who is not, in the opinion of the Owner, in a position to perform the contract; and or all bids when such reject is in the interest of the Owner.
7. To accept the bid or bids it deems to be in the best public interest.
8. Award to the lowest responsible bidder in the opinion of and at their discretion. The decision of the Board shall be final and conclusive.

Bids are subject to acceptance within sixty (60) days of closing date, and bids shall remain irrevocably in effect for sixty (60) days after bid closing.

8. **DELIVERY/F.O.B.:** All articles, unless otherwise specified, must be delivered, ready for use, F.O.B. School Site Location, West Ada School District, in quantities and within the time specified by the purchase order. No charges for the transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the purchase order. All articles shall be subject to inspection and acceptance or rejection by the District.
9. **DEFAULT BY VENDOR:** The District shall hold the vendor responsible for any damage which may be sustained because of the failure or neglect of the vendor to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be the essence of the contract delivery requirements. If the vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the vendor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor and the surety on the performance bond, if any. Failure to pay said amount to the District upon demand will result in the company being removed from the bid list for a period of not less than three (3) years from the date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.
10. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
11. **PAYMENT:**
  - a. Payment will be made only to the firm name written on the bid submittal.
  - b. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
12. **WARRANTY:** Period shall begin on the date that the article is placed in service by the user. Each bidder shall state in writing the warranty on parts, labor and travel costs, when applicable.
13. **PERMITS AND LICENSES:** The vendor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
14. **GRATUITIES:** In the event that any gratuities or "kickbacks" are offered or tendered to any District employee or a subcontractor as an inducement for award of a bid, Request for Proposal (RFP), subcontract or order, the bidder's proposal shall be disqualified and shall not be reinstated.
15. **PROTESTS:** All bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of District Policy is posted in the office of the Purchasing Agent for review; copies may also be obtained upon request. Failure to adhere to District Policy, or, failure to file a protest within the time prescribed, shall constitute a waiver of proceedings.
16. **CONTRACT DOCUMENTS:** The complete purchase agreement includes but is not limited to the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
17. **PUBLIC RECORDS:** All information submitted in response to this request shall become public record ten (10) days after bid opening or after the award has been approved by the Board of Trustees. All information submitted as "Trade Secret" information should be submitted in a separate envelope and so

indicated. If challenged, the bidder who submits the "Trade Secret" information will bear all costs associated with defending their position.

18. **COURT VENUE:** Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Ada County, State of Idaho. The laws of the State of Idaho shall govern this transaction.
19. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance thereunder during the time of the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.

## **SPECIAL TERMS & CONDITIONS**

### **1. GENERAL INSTRUCTIONS:**

The following instructions have been developed specifically for this bid and may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all bidders are urged to review these instructions in detail before submitting their bids.

These are the general instructions for bidding procedures only for West Ada School District (the District), Meridian, Idaho, and can be superseded by special instructions and addenda.

### **2. CONFLICT OF INTEREST:**

All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of West Ada School District. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

### **3. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER:**

The West Ada School District is an Affirmative Action/Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United State Code which protect persons against discrimination.

### **4. FAIR EMPLOYMENT PRACTICES:**

In the performance of this Contract, the Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not limited to, the following: employment, promotion, 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 Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

The Vendor will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

#### **5. DRUG FREE WORKPLACE CERTIFICATION**

A bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In case of a tied bid, established procedure for processing bids will be followed if none of the tied vendors have a drug-free workplace program.

**Action required:** Please include a statement in the bid as to whether or not your workplace has implemented a Drug-Free Workplace Program. The absence of this statement in the bid document will be construed to mean that there is no such program in place.

#### **6. HOLD HARMLESS CLAUSE:**

VENDOR shall defend, indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from and against any and all demands, debts, liens claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgements, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the DISTRICT, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of VENDOR, its agents, or any person, firm or corporation employed by the VENDOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.

#### **7. ERRORS IN BIDS/RELIEF FROM BID:**

Bidders or their authorized representatives are expected to carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations and requirements before submitting bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of the prices in the bid, the unit price shall govern at the discretion of the Purchasing Agent. See Idaho Code 54-1904C.

#### **8. PREPARATION OF BID:**

Before submitting a bid, the Bidder shall thoroughly familiarize themselves with all Terms and Conditions and any addenda issued before the Bid Closing. Such addenda shall form a part of the Bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid includes all addenda issued prior to the Bid Closing. Bidder should review carefully, information provided, to insure that they are thoroughly familiar with all the requirements, conditions and cost implications that will exist if a contract is awarded to them. No bid preparation costs will be assumed by WASD and are the vendor's responsibility.

The Bidder must satisfy themselves by personal examination and by such other means as they may prefer as to the actual conditions and requirements under which the service must be performed. If under inspection and examination by the Bidder there are any existing conditions or requirements of the service which are not completely understood by the Bidder, they shall contact the ITB Lead at the telephone number listed on the Administration page for such information that the District representative may have.

Bidders are expected to examine the specifications and all instructions of the bid. Failure to do so will be at the Bidder's risk. Each Bidder shall furnish the information required by this bid. The Bidder shall print or type his/her name on the bid. No erasures are allowed and any changes must be struck through and initialed by the person signing the bid with the corrections thereafter.

Envelopes must be sealed and clearly marked on the outside "Sealed Bid". Bids submitted via "Express/Overnight" carriers, Express Mail, or other services which require the use of special, carrier supplied shipping envelopes must be sealed in a separate, inner envelope identified with the label supplied on the last page of this document and enclosed within the carrier's shipping container which must also be marked "SEALED BID". **No responsibility will attach to the District or any District employee for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.** All bids must be



submitted on the enclosed forms, signed by a legal officer of the company having the authority to bind, with company name, date, etc., and labeled as above, otherwise bid is considered non-responsive.

**9. ADDENDA:**

The District shall not be responsible for oral interpretations given by a District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the bid. If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy of each to all prospective bidders who were provided with a bid packet. However, prior to submitting the bid, it shall be the sole responsibility of each bidder to contact Mike Carrithers, Purchasing Agent, (208)350-5003 to determine if addenda were issued and, if so, to obtain such addenda for attachment and acknowledge receipt of such addenda in the bid submission. Questions pertaining to this bid must be submitted in writing to [purchasing@westada.org](mailto:purchasing@westada.org).

**10. APPROPRIATION OF FUNDS:**

In the event funds for any specific item(s) are not appropriated, the District reserves the right not to purchase any or all of the total quantities shown in this bid. Any order issued as a result of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the District reserves the right to cancel any order or terminate the contract without penalty or expense to the District.

**11. SCOPE OF CONTRACT:**

The West Ada School District, desires to purchase Music Instruments with Maintenance Agreements and Music Equipment for Star Middle School as specified in accordance with all the terms, conditions, and specifications specified herein.

**12. BASIS OF AWARD:**

Award(s) will be made based upon the lowest responsive bid per line item. The unit cost submitted must be as unit requested (i.e. case, pounds, portion, dozen, etc.). The District will make conversions and computations if necessary. Unit cost bid should include any delivery charge (F.O.B. Destination).

**13. METHOD OF AWARD:**

This is a request for bids for Music Instruments with a three (3) year Maintenance Agreement and Music Equipment for Star Middle School. Please submit bids on items to be furnished on the attached sheets in accordance with all conditions and specifications.

All bids must be presented on the form(s) provided, without interlineation or alteration. Do not include any recapitulation of the work to be done. Fill in all blank spaces on the quote form. Proposals shall be signed in ink by the Bidder, giving his full name and business address and state whether an individual, partnership, or corporation. Failure to fill in all blank spaces on the quote form may be cause for rejection of quote as non-responsive. The Owner reserves the sole right to determine whether a bid is non-responsive. All bidders submitting bids shall acknowledge and abide by the Owners' decision without recourse.

It is the intent of the District to award BY LINE ITEM. Award is contingent upon timely compliance with all Bid Conditions and Specifications which must be satisfied prior to beginning of service under the Contract. As a result of the bid, the Contract will be awarded according to the authority granted the Board of Trustees of West Ada School District.

The District reserves the right to reject any and all bids. The District also reserves the right to cancel individual items, remove items, and award to the low responsive Bidder when it's to the best advantage of the District.

Qualifications of a bid with a requirement by Bidder for any minimum order other than as specified in this bid may be cause for rejection of Bidder's entire bid.

The Board specifically reserves the right to reject any conditional bid and will normally reject those which make it impossible to determine the true amount and quality of the bid.

Prior to bid award, as evidence of qualification, a bidder whose proposal is under consideration shall, upon request, promptly submit satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the contract.

The award of a bid shall not constitute an order. Before any shipments can be made, the vendor must receive a purchase order issued by the District. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions. Any contract or purchase order issued pursuant to this bid invitation, any monies which may become due hereunder, are not assignable except with the written consent of the Board of Trustees or its agent. Any requests for assignment must be directed to the purchasing agent in writing, stating the reason for the request and any other particulars germane to the proposition.

**14. VENDOR SELECTION:**

The West Ada School District specifically reserves the right to evaluate, in its absolute discretion, the total bid of each Bidder so as to select the company which will best serve the needs of the District, thus ensuring that the best interest of the District and its tax paying public will be served.

The West Ada School District reserves the right to inspect the facilities or conduct an investigation of the Bidder prior to award of contract to determine the performance record and ability to supply the service specified in this invitation to bid, and, if the District determines, after such inspection or investigation, that the Bidder is not capable of performance satisfactory to the District, the bid will not be considered. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.

**15. BIDDER'S PAST PERFORMANCE:**

A Bidder may be ruled Non-Responsive based upon Bidder's unacceptable past performance which may include, but not limited to: late deliveries, partial deliveries, delivery of wrong materials, products not meeting specifications, providing incorrect prices, invoicing problems, default, etc.

**16. QUOTATION INFORMATION:**

Bidder shall fill out the attached Instrument and Equipment List and indicate (1) Unit Price and (2) Extended Price for the items requested.

The "Unit Price" bid should include prices for all items listed in the Specifications Section. Vendor shall list price of products -F.O.B. School Site.

Any remark, additions, amendments, or exceptions attached (by the Bidder) to the bid, which conflicts with terms and conditions herein, may cause the Bid to be deemed "non-responsive."

When filling in the Bid Information the Bidder should either type or print legibly in ink. If the information/unit price is illegible, that item may not be considered for an award. **Bids submitted in pencil or erasable ink will be rejected.** No erasures are allowed. Strike through and initial by the person signing the bid with the corrections thereafter.

**17. UNIT PRICING:**

Prices must be shown for all items. Prices are to be F.O.B. (freight prepaid and allowed) School Site Location, West Ada School District. A packing list must accompany all shipments.

All prices, including total, must include any and all discounts. In the event of price discrepancy, the following provisions will prevail:

- Item by item bids-unit prices
- Lot or group bids-lot or group prices

All or none bids-total price

Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that contain all or none groups, quantities, weights, or other criteria must be met, in order to qualify for bid prices, will result in disqualification.

**Items on this bid will be awarded by line item as specified in the bid.**

**18. DELIVERY REQUIREMENTS AND LOCATION:**

Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract.

The Vendor shall be responsible for delivery F.O.B. West Ada School District, School Site and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by the District and must include a detailed delivery/packing slip. All delivery and freight charges are to be included in the bid price.

**19. PRODUCT SUBSTITUTION:**

**This bid does allow for brand and model substitutions provided the substitution is an established brand and model that are equivalents to the one recommended in the bid.**

**20. PACKAGING:**

Packages shall be so constructed as to ensure safe transportation to point of delivery.

**21. INVOICE PAYMENT TERMS:**

Invoices are to be pre-printed with vendor name on a uniform invoice form. Items, item description, product code numbers, quantities, unit cost, extended amount, bid number and District purchase order number, if used, must be shown on each invoice.

Payment terms are net 30 days, provided goods and/or services have been received in satisfactory and proper manner. All discounts must be included in the bid price and should be based on 30 day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider bids that impose penalties or service charges for periods beyond thirty (30) days.

**22. CONTRACT CANCELLATION PROVISION:**

**All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be cancelled by the District upon thirty (30) days written notification of intention to cancel the agreement.**

Upon notification, the District has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered. Purchase orders issued against the contract may specify delivery dates beyond the effective date of the cancellation of this agreement, not exceeding thirty (30) days.

The contract may be canceled for poor performance of the contract requirements. Causes for cancellation may include but not limited to:

1. Poor product quality
2. Non-adherence to specifications
3. Excessive out of stock items
4. Excessive errors in filling orders
5. Failure in pricing and issuing credits
6. Failure to adhere to the delivery schedule on a reasonable basis

**23. INSURANCE:**

Within five (5) days of notification of award (or such other time as designated by Purchasing), the apparent successful Bidder will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provision for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your bid to be declared non-responsive or for your Contract to be cancelled.

The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this bid the following insurance:

<b>Coverage</b>	<b>Limits of Liability</b>
Workmen's Compensation	\$1,000,000 each occurrence \$1,000,000 aggregate
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate

Bidder shall carry liability and property damage insurance that will protect it and the District from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Bidder shall maintain workers compensation and employer's liability insurance. Bidder must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Vendor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Bidder shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the District. All insurance policies and certificates must be signed copies. After work commences, the Bidder will keep in force all required insurance until the Contract is terminated.

Vendor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage and Products and Completed Operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Notice of Cancellation or Change: Bidder shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the District in accordance with the policy provisions.

Reporting Provisions Non-Compliance: Bidder shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the District, and its schools, officers and employees.

Waiver of Subrogation: All policies shall contain waivers of subrogation. The Bidder waives all rights against the District and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the District.

**24. APPLICABILITY:**

These terms and conditions are incorporated as requirements for all items listed in the bid form, in addition to the individual specified description for each separate item.

**PRODUCT SPECIFICATIONS**  
**MUSIC INSTRUMENTS WITH MAINTENANCE AGREEMENTS**  
**AND MUSIC EQUIPMENT FOR STAR MIDDLE SCHOOL**  
**BID 817101**

The following items and services must be included in your bid pricing:

- Brands listed or a functional equivalent
- Instrument prices are to include a three (3) year maintenance agreement as part of the purchase price for each individual instrument. Maintenance to be defined as:
  - Maintenance is to be provided 'as needed' during the school year for repairs that are necessary due to normal usage of the instrument.
  - Yearly maintenance (cleaning, repair, tuning, etc.) to be provided for every instrument at the end of every school year.
  - Cosmetic repairs to be done when it impedes with the function and performance of the instrument.
  - No instruments will be shipped for maintenance. All instruments are to be repaired at the school location or are to be picked up by the bidder and returned by the bidder to the school location once the maintenance is complete.
  - Maintenance is to be coordinated and scheduled with the Music Director at the school.
- Since this bid is being awarded by line item, you do not have to bid every line item.
- **INSTRUMENT and EQUIPMENT DELIVERY DATE: AUGUST 17, 2018**

**ATTACHMENT 1**  
**BID SUBMITTAL**

**MUSIC INSTRUMENTS WITH MAINTENANCE AGREEMENTS AND MUSIC  
EQUIPMENT FOR STAR MIDDLE SCHOOL**

**BID 817101**

In compliance with the invitation to bid, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in the bid documents. Bid price must be honored for sixty (60) days from the date of the bid opening.

The undersigned also acknowledges receipt of addenda #1 \_\_\_ #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_  
**(INITIAL TO ACKNOWLEDGE)**

**Please read these instructions, the general conditions and the specifications carefully before  
submitting your bid.**

**Quote Net Delivered prices only.**

**No taxes shall be included in any bid price; the District is exempt from state and federal sales, and  
excise taxes.**

**BID SECURITY MUST EQUAL 5% OF THE BID TOTAL**

**COST OF DELIVERY MUST BE INCLUDED IN THE BID PRICE**

**COST OF 3 YEARS OF MAINTENANCE MUST BE INCLUDED IN INSTRUMENT PRICES**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

NAME OF COMPANY \_\_\_\_\_

SIGNATURE OF PRINCIPAL OR OFFICER \_\_\_\_\_

PRINTED NAME AND TITLE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) \_\_\_\_\_

**ATTACHMENT 2**

**IDAHO/NATIONAL SEX OFFENDER REGISTRY**

Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. West Ada School District Policy 504.81 reads, in part:

*State law prohibits a person who is currently registered or is required to register under the sex offender registration act to be on or remain on the premises of a school building or school grounds, or upon other properties posted with a notice that they are used by a school, when the person believes children under the age of 18 years are present and are involved in a school activity or when children are present within 30 minutes before or after a school activity.*

As a provider of goods and/or services to West Ada School District, your company and those in your employment are subject to this law and district policy.

Please sign and return this letter confirming to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. Further, by signing, you confirm that you have cross checked such employees against the Idaho Sex Offender Registry and the National Sex Offender Registry found at the following web links:

[www.isp.idaho.gov/sor\\_id/](http://www.isp.idaho.gov/sor_id/)

<http://www.nsopr.gov/>

In addition, by signing, you agree to provide WASD with a list of all employees (first, middle, last name and birthdate) assigned to work on WASD property if your company is awarded the project and will provide updated lists if/when new employees are assigned to the project. Further, you agree to provide lists of all subcontractor employees to WASD and will provide updated lists if/when new subcontractor employees are assigned to the project. Please send the list of employees via email to [purchasing@westada.org](mailto:purchasing@westada.org) or submit in person to Kim Harp at the District Service Center.

\_\_\_\_\_  
Company/Contractor Name (Print)

\_\_\_\_\_  
Signature of Company/Contractor Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



ATTACHMENT 3

CONTRACTOR/VENDOR AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that \_\_\_\_\_ is in compliance with the provisions of Idaho Code section 72-1717; that \_\_\_\_\_ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_  
Commission Expires

## SEALED BID LABEL

Cut this label along the outer border and affix it to your sealed bid envelope to identify is as a "SEALED BID". Complete the RETURN ADDRESS section.

**Bids submitted via "Express/Overnight" services must be shipped in a separate, sealed inner envelope identified as above and enclosed within the carrier's shipping container. Outside of Carrier's shipping container must be marked "SEALED BID ENCLOSED".**

NO RESPONSIBILITY WILL ATTACH TO THE SCHOOL DISTRICT OR ANY DISTRICT EMPLOYEE FOR THE PRE-OPENING OF, POST OPENING OR, OR THE FAILURE TO OPEN A BID NOT PROPERLY ADDRESSED AND IDENTIFIE

BIDDER'S NAME AND ADDRESS

---

---

---

SEALED BID-DO NOT OPEN

BID: 817101

MUSIC INSTRUMENTS AND EQUIPMENT

OPENING DATE AND TIME: 6/20/18 @ 1:00PM

**MIKE CARRITHERS, PURCHASING AGENT  
WEST ADA SCHOOL DISTRICT  
1303 EAST CENTRAL DRIVE  
MERIDIAN, ID 83642**

Line #	ITEM DESCRIPTION	Quantity	BRAND/Or EQUIVALENT	MODEL	Cost Each	Total Cost	Comments
	<u>WOODWINDS</u>						
1	Flute	10	Selmer	102			
2	Oboe	3	Selmer	1492B			
3	Bb Clarinet	20	Selmer	CL 301			
4	Bassoon	1	Fox	41			
5	Bass Clarinet	4	Selmer	1430LP			
6	Alto Sax	7	Selmer	BS400			
7	Tenor Sax	2	Selmer	TS500			
8	Baritone Sax	2	Selmer	BS500			
					<b>WW TOTAL=</b>		
	<u>BRASS</u>						
9	Trumpet	23	Bach	TR300H2			
10	Double F Horn	4	Conn	14D			
11	Euphonium/Baritone	4	King	627			
12	Tuba	4	King	1135W			
13	Trombone	5	Bach	TB301			
					<b>Brass TOTAL=</b>		
	<u>CONCERT PERCUSSION</u>						
14	Snare Drum	3	Pearl	SS1455SL			
15	Snare Stand	3	Pearl	S700L			
16	Bass Drum w/ Suspension Stand	1	Pearl	PBE3618S			Includes Suspension Stand
17	Timpani 23, 26, 29, 32"	1	Adams	ADM-P2FISET4			
18	Chimes (tubular)	1	Adams	BK3003C			Voyager Frame, 1.5" tubes
19	Xylophone	1	Adams	XSKV-35			Voyager Frame, Synthetic Bars
20	Vibraphone	1	Adams	VCSV30M			Voyager Frame, Silver Bars, w/ Motor
21	Marimba	1	Adams	MCKV43			Voyager Frame, Synthetic Bars
22	Orch. Bells (Glockenspiel)	1	Musser	M645			
23	Bell Stand	1	Ludwig	LE1368			





