



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

MUSICAL INSTRUMENTS 2020

IFB #20-204-001

BID SCHEDULE

IFB Posted to BidNet:	April 28, 2020
Questions Due:	May 13, 2020 @ 2 p.m. MST
Q&A/Addenda Issued:	May 15, 2020
IFB Closing Date:	May 19, 2020 @ 2 p.m. MST

TABLE OF CONTENTS

PURPOSE OF SOLICITATION

1.0 BACKGROUND

2.0 GENERAL TERMS AND CONDITIONS

3.0 SPECIFIC CONDITIONS

4.0 EVALUATION AND AWARD

5.0 COST PROPOSAL

6.0 BID CERTIFICATION

**INVITATION FOR BID
Musical Instruments 2020
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Poudre School District (the District) is requesting bid responses from qualified Suppliers for the purchase of the musical instruments specified in this Invitation for Bid (IFB).

The District shall provide copies of this IFB to Firms through the electronic solicitation platform www.bidnetdirect.com where registered Firms are required to submit their electronic IFB response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and the Contractor's response thereto. The District may provide copies of this IFB to other Contractors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and their response thereto.

Questions regarding this IFB must be in writing and may be directed to the District via the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on May 13, 2020. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document/addendum via www.bidnetdirect.com.

Note: Each question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MST on May 19, 2020, at which time the submission portal will close and no further submissions be allowed or considered. It is the sole responsibility of the Contractor to see that the bids are submitted through the BidNet portal by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the school district. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham Bids: Any Bid deemed to be collusive or a sham Bid will be rejected and reported to authorities as such. Your authorized signature on this Bid assures that such Bid is genuine and is not a collusive or sham Bid.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

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1.0 BACKGROUND

Poudre School District (the District) is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the "District") by all prospective Suppliers (herein after referred to as "Supplier") on behalf of the District's Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications, and Requests for Proposals.
- 2.3 Submission of a bid response is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District and prior to award of the solicitation.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the response at the option of the District.
- 2.5 The District is a public-school district exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issue by the Colorado Department of Revenue is available upon request. The School District is exempt from City, County, State and Federal Sales/Excise Taxes.
- 2.6 It shall be the sole responsibility of the Supplier to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.7 There is no expressed or implied obligation for the District to reimburse suppliers for any expenses incurred in preparing response(s) to this solicitation.
- 2.8 Bid responses must meet or exceed specifications contained in the solicitation document.
- 2.9 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Safety data sheets (SDS) shall accompany each shipment, when applicable.
- 2.10 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Supplier(s) shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.11 The Supplier, by affixing his signature to this bid response, certifies that their bid response is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a response for the same items or with the District. The Supplier also certifies that their bid response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

- 2.12 All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.14 Supplier shall provide any and all services covered by a Purchase Order or Agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier shall be exclusively responsible for:
- (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws;
 - (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and
 - (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.15 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.16 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not

stopped employing or contracting with the illegal alien. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5).

If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District with a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.17 Supplier warrants that all goods and/or services furnished as a result of this solicitation shall conform to the District's specifications and to industry standards and shall be free from defects in material and workmanship. Supplier warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, the Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. The Supplier agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Supplier's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.
- 2.18 Supplier agrees to furnish the products and/or services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.19 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Supplier(s). The Supplier's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to deliver as and when promised the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.20 The Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.21 The awarded Supplier(s) will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person

otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

- 2.22 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District's Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.23 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in the bid being considered non-responsive.
- 2.24 Where there appears to be variances or conflicts between the General Terms and Conditions and the Specific Conditions outlined in this Solicitation, the Specific Conditions shall prevail.
- 2.25 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via BidNet. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.26 All information and supplemental documentation required in conjunction with this solicitation shall be furnished by the Supplier with their bid responses. If the Supplier fails to supply any required information or documents, their bid response may be considered non-responsive and ineligible for award.
- 2.27 The accuracy of the bid responses is the sole responsibility of the Supplier. No changes in the bid response shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.28 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.29 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.30 Upon delivery of the requested goods and/or services, the awarded supplier(s) shall submit an invoice to the District's Accounts Payable Department. The invoice shall reference the appropriate purchase order number, the delivery address and the corresponding delivery ticket or packing slip that was signed by the authorized representative of the District when the items were delivered and accepted. Under no circumstances shall the invoice be submitted to the District in advance of delivery and acceptance of the item(s).

Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.

- 2.31 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.32 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order may be returned to the Supplier at the Supplier's expense. The District may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.33 The District may, at its sole and absolute discretion:
 - 2.33.1 Reject any and all or parts of any or all bid responses submitted by prospective Suppliers;
 - 2.33.2 Re-advertise this solicitation;
 - 2.33.3 Postpone or cancel the solicitation process for this solicitation;
 - 2.33.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this solicitation or in bid responses received in conjunction with this solicitation; and/or
 - 2.33.5 Determine the criteria and process whereby bid responses are evaluated and awarded.
- 2.34 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential.

The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.35 While the quantities stipulated in this solicitation will be used by the District for the purposes of determining the successful Supplier(s) meeting specifications, it is hereby agreed and understood that the District has the right to

adjust/increase/decrease the quantities ordered in conjunction with this bid based on available budget.

- 2.36 As this solicitation specified the estimated number of items to be purchased by the District, it is understood and agreed that the District may, within (120) days after the terms and conditions of this contract have been fulfilled through the delivery and acceptance of the items, the District may purchase additional quantities of the same model or brand of item from the awarded Supplier(s). Pricing will remain fixed and firm for this (120) day period. This option, if exercised, is the prerogative of the District and shall be honored by the Supplier(s) as a condition of award.
- 2.37 The Supplier(s) shall make deliveries within the timeframe(s) identified in Section 6, Cost Proposal. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Supplier, except in such cases, where the delivery will be delayed to due to acts of God, strikes, or other causes beyond the control of the Supplier. In these cases, the Supplier shall notify the District of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.
- 2.38 The Supplier's proposal must be accompanied by one (1) complete set of factory information sheets (specifications, brochures, etc.) for each item proposed by the Supplier. The District shall be the sole judge of the quality of the product based on the submission of the information sheets and its decision shall be final in its best interest.
- 2.39 The awarded Supplier(s) must provide warranty information on all warranties for the Items in the supplier's proposal. Warranty period will begin at the time the product is placed in complete and full-time use, and upon written acceptance by the District. The Supplier(s) agrees to repair the product or to replace any necessary parts at no charge to the District during this period.

2.40 Cooperative Purchasing Efforts

The District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

These organizations include:

- Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

- Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that the Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

3.0 SPECIFIC CONDITIONS

- 3.1 **PSD will not consider substitute instruments.**
- 3.2 All instruments shall be new and of recent manufacture and best quality.
- 3.3 The vendor shall provide standard warranty information for the equipment.
- 3.4 All instruments shall be delivered F.O.B. destination to Poudre School District Central Receiving, as indicated on the Purchase Order, during normal business hours between 7:00 a.m. and 3:00 p.m. MST, Monday through Friday, excluding holidays by the guaranteed delivery date specified.
- 3.5 The vendor(s) shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to PSD in accordance with the bid.
- 3.6 The vendor awardee(s) is/are not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of PSD.
- 3.7 If the vendor(s) experiences a back order of items from its supplier or distributor, the vendor(s) shall insure that such back orders are filled within a reasonable period of time. The vendor(s) shall not invoice PSD for back ordered items until items are delivered and accepted by PSD authorized representative. PSD shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another vendor, and charge the vendor for any re-procurement costs.

4.0 EVALUATION AND AWARD

- 4.1 The District intends to award this Musical Instrument contract to one or more Suppliers meeting the specifications and deemed to be in the best interests of the District.
- 4.2 Award of this bid shall be considered on a line by line basis and will be made to the lowest responsive, responsible Supplier(s) meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to the following: price, delivery time, adherence to specifications, previous experience with orders, and warranty. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation.
- 4.3 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered following the opening of the Bid.
- 4.4 PSD reserves the right to accept any portion of the bid or the entire bid as deemed in the best interest of PSD. PSD will not consider substitute instruments.

5.0 COST PROPOSAL

In compliance with this Solicitation, the Supplier hereby proposes and agrees to provide the following Musical Instruments in accordance with the specifications provided herein:

5.1 New Musical Instruments:

Date PO required from District to **Guarantee** delivery by **12/31/2020**: _____

Is your Company an authorized dealer of the Instruments in your bid?

Yes: _____ No: _____

Are the wooden instruments in your bid covered for at least one year against defects caused by a change in humidity from place of origin to destination?

Yes: _____ No: _____

If yes, please provide specific warranty details and covered repairs with bid.

5.2 Specifications

The following table must be completed and submitted as part of the bid response.

<u>Line #</u>	<u>Brand</u>	<u>Instrument or Accessory</u>	<u>Estimated Qty</u>	<u>Warranty Period</u>	<u>Unit Cost</u>
1	Yamaha	Alto Saxophone YAS480 - Lacquer Finish with Case	1		\$
2	Yamaha	Bass Clarinet YCL221 - Low Eb with Case	1		\$
3	Karl Wilhelm	Bass Bows Carbon Fiber - 1/2 Size, French Grip	5		\$
4	Eastman	Cello VC95 - 4/4 Outfit with Cello (non-laminated top, real inlaid purpling, Wittner tailpiece) bag and bow with ebony frog	3		\$
5	Eastman	Cello VC95 - 3/4 Outfit with Cello (non-laminated top, real inlaid purpling, Wittner tailpiece) bag and bow with ebony frog	2		\$
6	Eastman	Cello VC-305 - 4/4 Outfit with Bag and Bow	1		\$
7	Eastman	Cello VC-405 - 4/4 Size with Eastman One Star BC90 bow, Hard Case, Spiracore G and C strings, Larsen A and D Strings	4		\$
8	Knilling	Cello Summit Deluxe - 4/4 Size with Precision Pegs, Bag and Bow	2		\$
9	Knilling	Cello Summit Deluxe - 3/4 Size with Precision Pegs, Bag and Bow	1		\$
10	Musser	Chime Rack 661C - Complete Symphonic Frame (Frame only, no tubes)	1		\$
11	Yamaha	Clarinet YCL255 - B-Flat Clarinet with Case	4		\$
12	Roland	Digital Piano FP-30 - Black	1		\$

13	Yamaha	Euphonium YEP-321 - 4 Valve, Lacquer with Case	1		\$
14	Austin Custom Brass	Flugelhorn Doubler Flugelhorn - Satin Lacquer Finish with Case	4		\$
15	Azumi	Flute AZ2 - Open Hole, B Foot, Offset G with Case	2		\$
16	Yamaha	Flute YFL222 - With Case	4		\$
17	Marshall	Guitar Amp MG412BG - 120 W 4X12 Guitar Speaker	1		\$
18	Yamaha	Horn in F YHR567 - Double Horn with Geyer Wrap, Lacquer with Case	1		\$
19	Conn	Horn in F 6D - Double Horn, Lacquer with Case	1		\$
20	Roland	Keyboard Amp KC-600 -	1		\$
21	Gator	Keyboard Case GK88 - Semi-Rigid Case	1		\$
22	Roland	Keyboard Stand KS-20X - Heavy Duty, Double Braced "X" style	1		\$
23	Wenger	Stand Racks Large - Cart Only	2		\$
24	Knilling	String Bass 1200 Sebastian Deluxe - 3/4 Size with French Bow and Bag	1		\$
25	Eastman	String Bass VB95 - 3/4 Outfit with Bass (non-laminated top, real inlaid purpling, Gamba Shape) bag and German bow with ebony frog	1		\$
26	Roland	Sustain Pedal DP-10 -	1		\$

27	Yamaha	Tenor Saxophone YTS480 - Lacquer Finish with Case	2		\$
28	Yamaha	Trombone YSL-354 - Lacquer Finish with Case	2		\$
29	Yamaha	Trumpet YTR4335GII - Lacquer Finish with Case	1		\$
30	Jupiter	Tuba 1110 Lacquer - 4/4 Size, Lacquer Finish with Case	1		\$
31	Jupiter	Tuba JTU700 3/4 - 3/4 Size, Lacquer Finish with Case	1		\$
32	Knilling	Violin Perfection 22 - With bow and Case	1		\$
33	Eastman	Violin Series 305 - 4/4 Size, with bow and case	1		\$

Supplier Name: _____

Printed Name of Agent: _____

Signature of Agent: _____

Date: _____

E-mail address: _____

6.0 BID CERTIFICATION

**INVITATION FOR BID
Musical Instruments 2020
IFB #20-204-001**

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before May 19, 2020 2:00 p.m. MST.

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this bid response and that all information provided in the response is true and accurate.
- Supplier has read the conditions and technical specifications, which were made available to the Supplier in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the solicitation.
- The Supplier will adhere to all terms and conditions and provide, at a minimum, all products/services as expressed in the solicitation and/or the Supplier's bid responding to the solicitation.
- The Supplier meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The Supplier's bid response is being offered independently of any other Supplier and in full compliance with the terms specified in the solicitation.
- The Supplier will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the IFB opening.

Supplier Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Phone number: _____

Fax Number: _____

Contact Person: _____

(If different from Agent – include e-mail address and phone number)

NOTE: Responses submitted without the signature of an authorized agent of the Supplier may be considered non-responsive and ineligible for the award.