

**Port Chester - Rye Union Free School District
Port Chester, New York**

INVITATION TO BID
—
SHEET MUSIC & MUSIC BOOKS

(ITB-0012-12-13)

July 17, 2010
(Publication Date)

Bid opening
Wednesday, August 1, 2012
3:00 p.m. at Business office

Port Chester - Rye Union Free School District
Sherry George, Purchasing Agent
Business Office
113 Bowman Avenue
Port Chester, New York 10573
Phone (914) 934-8056, Fax (914) 939-9240

Port Chester - Rye Union Free School District
Port Chester, New York 10573

Invitation to Bid – Sheet Music & Music Books

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**PORT CHESTER - RYE UNION FREE SCHOOL DISTRICT
PORT CHESTER, NEW YORK 10573**

PUBLIC NOTICE

The Board of Education of the Port Chester - Rye Union Free School District,
Port Chester New York, invites bids for

SHEET MUSIC AND MUSIC BOOKS

Invitation to bid is obtainable either at <http://www.govbids.com> under Hudson Valley Purchasing Group, at [www. portchesterschools.org](http://www.portchesterschools.org) under District Information – Business Office or at the Business Office of the Board of Education, Middle School, Bowman Avenue, Port Chester, New York, during business hours. Bids shall be submitted in sealed envelopes marked on the outside

"Bid for Sheet Music & Music Books"

and be in the hands of the Purchasing Agent, Port Chester-Rye Union Free School District, 113 Bowman Avenue, Port Chester, New York, prior to 3:00 p.m. on

August 1, 2012

at which time the bid will be opened and publicly read aloud by a representative of the Board of Education. The bids will be tabulated and presented to the Board of Education for action shortly thereafter. The Board of Education reserves the right to reject any or all bids, waive informalities and accept the one appearing to be in the best interest of the School District.

Sherry George
Purchasing Agent

**PORT CHESTER - RYE UNION FREE SCHOOL DISTRICT
PORT CHESTER, NEW YORK 10573**

I. INTRODUCTION

The Port Chester-Rye Union Free School District solicits your lowest price on sheet music and music books for the District's music department for the 2012-13 school year. The District reserves the right to extend the contracts for additional years. The District will be ordering sheet music on an "as needed" basis during the course of the school year. Vendors shall provide band, choir and orchestra concert, solo/ensemble and other types of sheet music using the pricing procedure specified.

To be considered, a copy of the bid must be received by the Purchasing Agent by **3:00 p.m. on August 1, 2012**. The District reserves the right to reject any or all bids submitted. Submission of a bid indicates acceptance by the individual or firm of the conditions contained in this invitation to bid, unless any and all such exceptions are clearly and specifically noted in the bid submitted.

All items in this bid are based on estimated quantities. The District reserves the right to reduce or increase the quantity of any item or eliminate an item entirely as may be required by the needs of the District and the allocated funds. Additional orders may be placed at the unit prices shown. The District might choose to award the contract to one vendor for all the listed items or different vendors for each of the different items listed, which ever the District determine as the most advantageous to its goals and objectives.

The practice of "Bait & Switch" or substitution is not acceptable. Evidence that a vendor engages in such a practice will be met with remedies available to the school district as provided for under the Uniform Commercial Code of this State. Vendors who have a history of bait & switch, poor delivery, or failure to comply with the general intent of bids generated by the school district may be precluded from future bid participation.

The District reserves the right to: (i) not select any of the bidders; (ii) require bidders to submit to additional or clarifying information; (iii) to reject any or all bids; (iv) to waive any informalities in the bids; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote on a resolution to be read at an open public meeting.

Any inquiries concerning the Invitation to Bid should be addressed in writing to Sherry George, Purchasing Agent, Port Chester-Rye Union Free School District, 113 Bowman Avenue, Port Chester, NY 10573 or by emailing sgeorge@pcschoools,lhric.org.

<p>CONTACT WITH PERSONNEL OF THE PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT OTHER THAN THE PURCHASING AGENT REGARDING THIS INVITATION TO BID MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.</p>

II. SPECIFICATIONS:

The vendor must provide up to date catalogs for music selection for the use of the music faculty members. These catalogs are to include publications of band, orchestra, choral and ensemble music. The vendor must have in stock a full selection of **NYSSMA** music selections for **all instruments**, solos, duets etc. The vendor must make delivery within ten (10) days of at least 50% of any order that is placed and must guarantee delivery within thirty (30) days of 100% of any order that is placed. Only exception to this is if the orders include foreign editions, or items which are temporarily out of print. If items are out of print, the school district must be advised within six (6) days so that proper substitution can be made.

All shipments shall be F.O.B. designated point of delivery. No charge shall be allowed for wrapping or cartage. No fuel surcharges or additional charges will be paid. Delivery is required to be made within thirty (30) days after receipt of Purchase Order unless otherwise instructed on the Purchase Order. **VENDORS SHALL NOT BID ON ITEMS THEY DO NOT CARRY OR ON ITEMS WHICH CANNOT BE DELIVERED WITHIN THAT TIME PERIOD.**

The discount percentage is to be held firm for one year after the date of the award. No change in percentage should apply or be entertained within that period. The quoted discount on the bid sheet must apply to publisher list price and shall cover all large and small ensemble music, method books, method book supplements and solo music. All invoices must reflect publisher list price or catalog list price and quoted discount. Invoices not containing proper information will not be processed.

Vendor shall not process any orders until the receipt of a written authorized purchase order, signed by the Purchasing Agent or Deputy Purchasing Agent. The District accepts no liability for products or services furnished and/or delivered without proper authorization.

No substitutions will be accepted for specific titles by specific arrangers, composers or publishers without prior approval of the Music Department Director. The School District reserves the right to request a representative sample of an item bid either prior to bid award or before shipments are made. If the sample is not acceptable, the School District may reject the bid; or if any award has been made, cancel the contract or award at the expense of the successful bidder.

The use of brand and manufacturer's specifications are for the purpose of brevity in establishing type and quality of merchandise required and is not restrictive. If bidder proposes other than the specified brand or if no brand is listed in the specifications, bidder must indicate manufacturer, trade and/or brand name, and stock number for each item in the space provided on the Price Sheet, and illustrations with complete specifications must be included with the response. Bidder name and catalog numbers are not adequate descriptions of an item. If the space is left blank, the bidder may be required to furnish the brand name material listed in the specifications..

Where articles or items of equipment, supplies or materials are designated as published by a specific publisher, or where catalog numbers are used, it is understood that the article, as specified, represents an accepted standard. It is not the intention of the District to limit competition thereby. If the item bid on is not the product specified, but a substitute, or an "or equal", the item shall be clearly described in the space provided, as the brand, packing, etc. with the catalog number of the vendor bidding. Otherwise, the bid will be construed as submitted on the identical item as specified. **SUBSTITUTE ITEMS MUST BE INDICATED IN RED.**

Vendor shall not subcontract any of the work without prior approval of the school district. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title of interest therein or his power to execute such contract to any other person, company, partnership or corporation without the previous written consent of the School District.

III. DELIVERY SPECIFICATIONS:

Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on the order, it will be interpreted to mean prompt delivery (not to exceed thirty (30) days). The decision of the District as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor. The District reserves the right to cancel the order for any items not delivered within this thirty (30) day or otherwise specified period. The District reserves the right to purchase these items elsewhere and to charge the original bidder for any costs incurred in excess of the original bid price.

Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing or sacks. The vendor shall be responsible for delivery of items in good condition at point of destination. The vendor shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving School will provide a note for the benefit of the vendor when packages are not received in good condition.

IV. INSPECTION OF WORK:

The quality of equipment or supplies delivered shall be subject to inspection by the designated representative of the School District at any time. Should it be found that the quality of the equipment or supplies is not satisfactory, and that the specifications are not being met, it may be considered as grounds for the termination of the contract.

V. BID REQUIREMENTS:

Bids must be submitted in a sealed manila envelope of the approximate size of nine by twelve inches **on or before 3:00 p.m. on August 1, 2012**. The envelope shall be marked with the words: "BID FOR SHEET MUSIC AND MUSIC BOOKS". At that time and place all bids received shall be publicly opened and announced by the Purchasing Agent.

It is the vendor's responsibility to ensure that their bid is received by the Purchasing Department before the deadline, whether sent by mail or by means of personal delivery. All bids received after the deadline stated in this Invitation to Bid will not be considered and will be returned unopened to the contractor. The contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

All bids must be send to the following address-

Mailing Address:

Purchasing Agent,
Port Chester-Rye Union Free School District
Business Office
P.O. Box 246
Port Chester, New York 10573

Physical Address:

Purchasing Agent,
Port Chester-Rye Union Free School District,
Business Office
113 Bowman Avenue
Port Chester, New York 10573

The bid package shall include the following items:

- 1) Completed Non-Collusive Certification (**See Appendix A**).
- 2) Completed Non-Collusive Resolution (Required for Corporations) (**See Appendix B**).
- 3) Completed Proposer Warranties (**See Appendix C**).
- 4) Completed Hold Harmless Agreement (**See Appendix D**).
- 5) Completed Dollar Cost Bid form (**See Appendix E**).
- 6) Completed W-9 form.

VI. EVALUATION PROCEDURES:

These bids are being solicited through a fair and open process. Vendors, who are willing to provide the listed sheet music and music books, shall be evaluated on the basis of their reliability, the quality of the materials to be furnished, their conformity with the specifications, the purposes for which required, the terms of delivery and the quoted discount percentage offered.

District reserves the right to award on an item-by-item basis, by item classification, or in total to one vendor. If two (2) or more bidders submit identical bids as to price, the decision of the Board to award a Contract to one (1) such bidder shall be final.

The District reserves the right to: (i) not select any of the bids; (ii) require bidders to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all bids; (iv) to waive any informalities in the bids; and (v) procure the materials and services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the bidder who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote on a resolution to be read at an open public meeting. The District reserves the right without prejudice to reject any or all bids.

VII. TERMS OF ENGAGEMENT:

Contract period shall be for the 2012-2013 school year. The contract may be extended subject to annual review by the Board of Education and by mutual agreement of both parties.

This contract may be cancelled by the School District when, in the opinion of the Music Department Director, the service rendered is incompetent, inadequate, or unresponsive to the School District's needs. This contract may be terminated upon 30 days notice by the Board of Education or by the contractor subject solely to payment of fees and disbursements as of the date of termination.

If the District terminates this contract in whole or in part, it may acquire the goods and services contemplated by this contract, under the terms and in the manner the District considers appropriate, bidder will be liable to the District for the costs of those goods or services. However, the successful bidder shall continue the portion of work not terminated.

Port Chester-Rye Union Free School District
Port Chester, NY 10573

Invitation to Bid – Sheet Music and Music Books

Appendix A

NON-COLLUSIVE BIDDING CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1 The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with an other bidder or with any competitor,
 - 2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____ Title _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573

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Appendix B

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____.

(SEAL OF CORPORATION)

(SECRETARY)

Port Chester-Rye Union Free School District
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Appendix C

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Port Chester-Rye Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name: _____

Name: _____ Title: _____

Address: _____ State/Zip: _____

Telephone Number: _____ Date: _____

Port Chester-Rye Union Free School District
Port Chester, NY 10573
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Appendix D

BID PROPOSAL FORM

#	Description	Quantity	% OFF MSRP
I. ELEMENTARY			
1	Accent On Achievement Books 1&2	250	
2	Band Arrangements Level 1/2, 1	20	
3	Choral arrangements Levels 1&2 S/A	700/parts	
II. MIDDLE SCHOOL			
4	Accent On Achievement Books 1-3	160	
5	Rubank Intermediate Books	40	
6	Band Arrangements Level 1-3	35	
7	Jazz Band Arrangements 1-3	15	
8	Choral arrangements Levels 1-4 S/A,SAC-B	1800/parts	
III. HIGH SCHOOL			
9	Band Arrangements Level 3-6	15	
10	Jazz Band Arrangements 3-6	12	
11	Choral arrangements Levels 1-4 S/A,SAC-B	2000/parts	
IV. ALL LEVELS			
12	NYSSMA Solo music-single editions and collections	100	
13	Educational CD, VHS & DVD products	150	
14	Music textbooks & workbooks	200	
15	Music etude & technique books	100	

Submitted by:

Company name

Address

City, State, Zip

(Print name)

(Signature)

(Phone)

(Fax)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Port Chester-Rye School District
113 Bowman Avenue
Port Chester, NY 10573

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,