

# **Spartanburg County School District No. 7**

# **REQUEST FOR PROPOSAL**

Solicitation Number 2412 Procurement Officer: Donna Wiggs

Issue Date April 15th, 2024 Phone (864) 594-6167 E-Mail Address: DBWiggs@spart7.org

DESCRIPTION: Spartanburg High School Band Instruments

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

#### SUBMIT YOUR SEALED OFFER TO:

#### MAILING/PHYSICAL ADDRESS:

Spartanburg County School District No. 7 610 Dupre Drive Spartanburg, SC 29307 Attn: Donna Wiggs

SUBMIT OFFER BY: May 1st, 2024, 1:00 PM

QUESTIONS MUST BE RECEIVED BY: April 22<sup>nd</sup>, 2024 at 10:00AM (please direct questions in writing to Donna Wiggs at <a href="mailto:DBWiggs@spart7.org">DBWiggs@spart7.org</a>)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and three (3) copies without pricing					
CONFERENCE TYPE:			LOCATION:		
DATE & TIME:					
T		I			
AWARD & The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="mailto:Spartanburg7.org/Procurement">Spartanburg7.org/Procurement</a>					
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.					
NAME OF OFFEROR			Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal		
(full legal name of business submitting the offer)			, i.e., a separate corporation, partnership, sole proprietorship, etc.		
AUTHORIZED SIGNATURE		TAXPAYER IDENTIFICATION NO.			
(Person must be authorized to submit binding offer to contract on behalf of Offeror.)		(See "Taxpayer Identification Number" provision)			
TITLE					
(business title of person signing above)					
PRINTED NAME DATE SIGNED		STATE OF INCORPORATION			
(printed name of person signing above)			are a corporation, identify the state of incorporation.)		
OFFEROR'S TYPE OF ENTITY: (Chec Sole Proprietorship	ck one) Partnership		Other		
Corporate entity (not tax-exempt)	Corporation (tax-	-exemp	ot) Government entity (federal, state, or local)		

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PHONE N	UMBER:						
EMAIL AI	DDRESS:						
PAYMENT ADDRESS (Address to which payments will be sent.)				ORDER ADDRESS (Address to which purchase orders will be sent)			
	Payment Address same as Home Office AddressPayment Address same as Notice Address (check only one)Order Address same as Home Office AddressOrder Address same as Notice Address (check only one)						
	EDGMENT OF A			w.			
Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8
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MINO	ORITY	Are you a So	outh Carolina C	ertified Minority	Vendor? (Yes	or No)	
PARTIC	CIPATION	If YES, Sout	h Carolina cert	ification#			
	Are you a non-certified Minority Vendor? (Yes or No)						
							arolina General
Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state							
	subcontractors, and vendors selling in- state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at						
www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE							
APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING							
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	NCE, YOU	_		-			-
PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE							
SERIOUS	SERIOUS CONSEQUENCES.						
number for Resident V 1524(C)(1)(	your in-state of endor Prefere (iii)). According	office in the spence (11-35-1 gly, you must )	pace provided 1524(C)(1)(i)& provide this in	below. An in- &(ii)) or the formation to qu	state office is Resident Con alify for the pr	necessary to ntractor Pref reference. An	lress and phone claim either the erence (11-35-in-state office is 1-35-1524(D)).
In-State Office Address same as Home Office Address In-State Office Address same as Notice Address							

## **INSTRUCTIONS TO OFFERORS**

Spartanburg County School District 7 is seeking a responsible vendor to provide a competitive **sealed bid** for a variety of band instruments for Spartanburg High School.

All bidders must submit one (1) original bid with pricing and three (3) copies without pricing.

## Bids will be accepted until May 1st, 2024 at 1:00 PM.

At that time, each bid will be open and evaluated.

## LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids may be mailed or hand-delivered to:

Spartanburg County School District No. 7 610 Dupre Drive Spartanburg, SC 29307

RFP #2412 Spartanburg High School Band Instruments
Attn: Donna Wiggs

Electronic submissions will not be accepted.

Sealed bid packages <u>must</u> include completed copies of pages 1, 2, 18, 19, 20 & 21. All requirements found in Section III, Scope of Bid, beginning on page 17, must be included.

All questions must be addressed to Donna Wiggs at <a href="mailto:DBWiggs@spart7.org">DBWiggs@spart7.org</a>

## **DEFINITIONS:**

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Spartanburg County School District No. 7 Board of School Commissioners and its successors in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any amendments. US or WE means the DISTRICT.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the contractor to fulfill the contractor's obligations under the contract. [2A.003]

#### I. GENERAL PROVISIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

The Procurement Code and Regulations of Spartanburg County School District No. 7 will govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at <a href="Spartanburg7.org/Procurement">Spartanburg7.org/Procurement</a>.

The District assumes no responsibility for the delivery of any solicitation, amendment, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

#### **Affirmative Action**

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical

handicap.

## **Amendment**

This solicitation may be amended at any time prior to opening via an amendment. These amendments will be posted on the District website, <a href="http://spartanburg7.org/procurement">http://spartanburg7.org/procurement</a>. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this proposal. No addenda shall be issued later than three (3) days prior to the submittal date except to (a) withdraw the IFB/RFQ/FPB/RFP solicitation, or b) to postpone the IFB/RFQ/FPB/RFP submittal date and time. The District, Procurement Officer, or other District employee shall not be legally bound by any amendment or interpretation that is not in writing.

All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addendum with offer, and 2) by submitting a bid that indicates the bidder received the addenda (Page 2 of cover sheet).

## **Approval of Publicity Release**

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

## **Authorization and Acceptance**

The proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this IFB/RFQ/FPB/RFP. <u>It is understood that your proposal is firm for a period of sixty (60) days from the proposal due date.</u>

## **Authorized Agent**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

#### **Bid Constitutes Offer**

By submitting a bid, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the IFB/RFQ/FPB/RFP and any other contractual instrument shall be governed by the terms and conditions of this IFB/RFQ/FPB/RFP, except where subsequent amendments to any contract resulting from this IFB/RFQ/FPB/RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this IFB/RFQ/FPB/RFP.

#### **Board as Procurement Agent**

The Procurement Officer is an employee of the District pursuant to the District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

## **Certification Regarding Debarment and other Responsibility Matters**

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph of this provision. The offeror also certifies that the Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

## Clarifications

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

## **Confidentiality**

Ownership of all data, material and documentation originated and prepared pursuant to the IFB/RFQ/FPB/RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act.

## **Confidentiality – Offeror**

(An overview is available at: (<u>www.procurement.sc.gov</u>)

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that Offeror marked as "confidential" or "trade secret" or "PROTECTED".

## **Correction of Errors on the Bid Form**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

## Disclosure of Conflicts of Interest or Unfair Competitive Advantage

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

## **District Closings**

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

## **Duty to Inquire**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

#### Freedom of Information Act (FOIA)

All Freedom of Information Act (FOIA) requests must be sent via email to <a href="mailto:Communications@spart7.org">Communications@spart7.org</a>

## **Insurance**

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Vendor or any of its approved subcontractors or their respective officers, directors, employees or agents.

Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The District must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## <u>Iran Divestment Act – Certification</u>

The Iran Divestment Act List is a list published pursuant to Section 11-57-310, that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <a href="https://procurement.sc.gov/iran-divestment">https://procurement.sc.gov/iran-divestment</a> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. By signing your Offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

## **License and Permits**

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the resulting contract. A copy of your current business/professional license should be included with your proposal documents.

## Offeror's Qualifications

The Offeror must, upon request, furnish satisfactory evidence of its ability to furnish services and equipment in accordance with the terms and conditions of this solicitation. The District reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein. The Offeror is required to complete and return our Business Profile Sheet. No bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

#### **Preferences - A Notice to Vendors**

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

- 1. Preferences SC/US End-Product: Section 11-35-1524 provides a preference to vendors offering South Carolina end- products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end- product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute.
- 2. Preferences Resident Contractor Preference: To qualify for the RCP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person

- identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).
- 3. Preferences Resident Subcontractor Preference: To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor – at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the District an amount equal to twice the difference between the price paid by the District and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.
- 4. Preferences Resident Vendor Preference: To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code)

### **Preparation Expenses**

The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Vendor's response to this solicitation.

#### **Prohibited Communications and Donations**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract.

You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [2A.087]

## Rejection/Cancellation

The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

## Responsiveness/Improper Offers

Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

## **Subcontracting**

The successful Offerors will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this IFB/RFQ/FPB/RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

#### **Unlawful Acts**

The District interprets a signed proposal document as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the State of South Carolina or United States law.

## **Vendor Registration**

You **must** complete the Vendor form to be eligible to submit an offer. The form will be included in the solicitation or it is available on our District website.

## Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their proposal.

## Withdrawal of Response

A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Procurement Officer prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

#### II. TERMS & CONDITIONS

## Assignment, Novation, and Change of Name, Identity, or Structure

(a)Contractor shall not assign this contract, to its rights, obligations, to any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy, corporate reorganization, and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty (30) days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specified state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contactor amends, modifies or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, to it FEIN, contactor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, to novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfer by operation of law.

## **Background Checks**

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Vendor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

## **Bankruptcy**

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

proceedings in bankruptcy.

## **Bid in English and Dollars**

Offers submitted in response to this solicitation shall be in the English language and the US dollars, unless otherwise permitted by the Solicitation.

## **Brand Name References**

Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other description and should include the manufacturer's illustration and complete description of the product(s) offered. The District reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the District may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to the name brands, numbers, etc., as specified in the invitation.

## **Conduct and Actions of Vendor's Employees**

The Vendor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

- 1. Rape or Criminal Sexual Conduct
- 2. Child Molestation or Abuse
- 3. Any Sexually Oriented Crime
- 4. Drugs: Felony use, possession or distribution.
- 5. Violent crimes
- 6. Robbery
- 7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

## **Contract Terms**

The term of the contract resulting from this solicitation will end September 30th, 2024.

#### **District and School Regulations**

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking/vaping, no weapons, no alcohol, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

#### **Drug-free Workplace**

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

#### **Electronic Copies (only if requested in solicitation)**

In addition to your original offer, you may be asked to submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address

technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

## **Equal Opportunity**

The successful firm agrees not to 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, immigrant status, English speaking status, ancestry or physical handicap.

## **Ethics Certification**

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

## Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

## Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

## Indemnification

The Vendor shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of, or through injury (including death) to any person(s) or damage to any property to any location in which work is located arising out of or suffered through any act or omission of the Vendor.

## Mail Pickup

The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

## **Questions from Offerors**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing to Donna Wiggs, <a href="DBWiggs@spar7.org">DBWiggs@spar7.org</a>. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19- 445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

## Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed requirements. (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material non-conformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

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

**Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation.

## Right to Protest

Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.

Intent to Award - a contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, <a href="https://globalcolor.org">GLTaylor@spat7.org</a>, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

## **Save Harmless**

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

## **South Carolina Law**

Upon award of a contract under this IFB/RFQ/FPB/RFP, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state. All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

## Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

#### **Termination for Cause**

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

## **Termination for Convenience**

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

## III. SCOPE OF SERVICES

Spartanburg County School District 7 is seeking a responsible vendor to provide a competitive sealed bid for a variety of band instruments for Spartanburg High School.

#### IV. AWARD CRITERIA

Award will be made to the offeror with the highest evaluation score.

## **EVALUATION CRITERIA:**

	Evaluation Criteria				
Item#	Evaluation Factor	Max Points Possible			
1	Ability to deliver all instruments by deadline	50 points			
2	Distance to District Office (610 Dupre Dr, Spartanburg, SC 29307)	20 points			
	$\leq$ 50 miles one way = 20 points				
	51 - 75 miles one way = 15 points				
	76 - 100 miles one way = 10 points				
	101 - 125 miles one way = 5 points				
	$\geq$ 126 miles one way = 0 points				
3	Total cost of project	30 points			

<u>INITIAL CONTRACT PERIOD (PROJECTED):</u> The term of the contract resulting from this solicitation will end **September 30<sup>th</sup>**, **2024** 

NEGOTIATIONS/AMENDMENTS: The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work starting with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally, it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen or improved products and/or services generally covered under the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.



# THIS SHEET IS ONLY PART OF THE ORIGINAL BID

# Bid Proposal Sheet RFP #2412

# Spartanburg High School Band Instruments

Only supply pricing for items you know can be delivered by September 30th, 2024.

Item #	Qty.	Description	Price Per	<b>Extended Price</b>
BTR301	25	Bach Trumpet in Bb BTR301, (ML) .459" Bore, Lacquer	\$	\$
		Finish, ABS Plastic Case, Bach SP 7C Mouthpiece		
BTB301	25	Bach Tenor Trombone in Bb BTB301, Yellow Brass Bell,	\$	\$
		Lacquer Finish, ABS Stackable Case, Bach Small Shank 12C		
		Mouthpiece		
2280	4	King Legend Euphonium in Bb 2280, 4 Valve, Lacquer Finish,	\$	\$
		Molded Plastic Case, Bach 5G Mouthpiece		
2341W	6	King Tuba in BBb 2341, Lacquer Finish, Molded Plastic Case,	\$	\$
		Bach 18 Mouthpiece		
LCL301NPC	25	Vito Bb Clarinet with Resotone Body, Nickel Finish, ABS	\$	\$
		Case, Leblanc 2540P Mouthpiece		
SFL301	25	Flute with Silver-Plated Headjoint and Body, Closed Hole,	\$	\$
		Offset G, ABS Stackable Case		
SAS301	18	Alto Saxophone, Lacquer Finish, ABS Case, Plastic	\$	\$
		Mouthpiece		
1135W	8	King Tuba in BBb 1135, Lacquer Finish, Molded Plastic Case,	\$	\$
		King KTU Mouthpiece		
627	9	King Diplomat Baritone in Bb 627, Lacquer Finish, Molded	\$	\$
		Plastic Case, Bach 6.5AL Mouthpiece		
7D	8	Conn Artist Double Horn in F/Bb 7D, String Linkage, Yellow	\$	\$
		Brass, Hardshell Case, Holton Farkas Medium Cup Mouthpiece		
88HO	6	Conn Symphony Tenor Trombone in Bb 88HO Open Wrap,	\$	\$
		Rose Brass Bell, Lacquer Finish, Woodshell Case, Bach Large		
		Shank		
		5G Mouthpiece		
11DN	6	Conn Connstellation Double Horn in F/Bb 11DN, String	\$	\$
		Linkage, Lacquer Finish, Hardshell Case, Holton Farkas		
		Medium Cup Mouthpiece		
STS511	5	Tenor Saxophone, Lacquer Finish, Lightweight Case, Selmer	\$	\$
		R404 Mouthpiece		
SBS511	5	Baritone Saxophone, Lacquer Finish, Wheeled ABS Case,	\$	\$
		Selmer R405 Mouthpiece		
CSI008	10	Cut Time Instrument Management System License	\$	\$
PRL060MP	200	Music Professor Student License, Standard	\$	\$
PRL060MPT	2	Music Professor Teacher Only, Standard	\$	\$

	GRAND TOTAL OF BID: \$	
Company Name:		
Authorized Signature:		
Printed Name:		



# THIS SHEET GOES IN THE ORIGINAL PACKET & THE PACKET WITHOUT PRICING

# Bid Proposal Sheet RFP #2412 Spartanburg High School Band Instruments

Only delivery dates for products you know can be delivered by September 30th, 2024.

Item #	Qty.	Description	Projected Delivery Date
BTR301	25	Bach Trumpet in Bb BTR301, (ML) .459" Bore, Lacquer Finish, ABS Plastic Case, Bach SP 7C Mouthpiece	
BTB301	25	Bach Tenor Trombone in Bb BTB301, Yellow Brass Bell, Lacquer Finish, ABS Stackable Case, Bach Small Shank 12C Mouthpiece	
2280	4	King Legend Euphonium in Bb 2280, 4 Valve, Lacquer Finish, Molded Plastic Case, Bach 5G Mouthpiece	
2341W	6	King Tuba in BBb 2341, Lacquer Finish, Molded Plastic Case, Bach 18 Mouthpiece	
LCL301NPC	25	Vito Bb Clarinet with Resotone Body, Nickel Finish, ABS Case, Leblanc 2540P Mouthpiece	
SFL301	25	Flute with Silver-Plated Headjoint and Body, Closed Hole, Offset G, ABS Stackable Case	
SAS301	18	Alto Saxophone, Lacquer Finish, ABS Case, Plastic Mouthpiece	
1135W	8	King Tuba in BBb 1135, Lacquer Finish, Molded Plastic Case, King KTU Mouthpiece	
627	9	King Diplomat Baritone in Bb 627, Lacquer Finish, Molded Plastic Case, Bach 6.5AL Mouthpiece	
7D	8	Conn Artist Double Horn in F/Bb 7D, String Linkage, Yellow Brass, Hardshell Case, Holton Farkas Medium Cup Mouthpiece	
88HO	6	Conn Symphony Tenor Trombone in Bb 88HO Open Wrap, Rose Brass Bell, Lacquer Finish, Woodshell Case, Bach Large Shank 5G Mouthpiece	
11DN	6	Conn Connstellation Double Horn in F/Bb 11DN, String Linkage, Lacquer Finish, Hardshell Case, Holton Farkas Medium Cup Mouthpiece	
STS511	5	Tenor Saxophone, Lacquer Finish, Lightweight Case, Selmer R404 Mouthpiece	
SBS511	5	Baritone Saxophone, Lacquer Finish, Wheeled ABS Case, Selmer R405 Mouthpiece	
CSI008	10	Cut Time Instrument Management System License	
PRL060MP	200	Music Professor Student License, Standard	
PRL060MPT	2	Music Professor Teacher Only, Standard	



# **VENDOR FORM**

Vendor/Company/Entity				
DBA:	EIN: _		OR Social Se	curity:
Business Address:		Billing	Adress:	
Street / PO Box		Street / Po	O Box	
City / State / Zip		City / Sta	te / Zip	
Contact Person		Title _		
Telephone		Email <u></u>		
Federal Tax Classification  ☐ Individual/Sole-Propri  ☐ Limited liability comp	ietor/Single Meml	-		_ □ Partnership
Indicate number of years	firm has been in b	business under the p	resent name:	
Principal Activity (Please	e select one) 🗆 L	abor   Material	☐ Other:	
List the principal type of	service(s) or prod	luct(s) that are being	g provided:	
The company's status is a	a:   Minority Own	ned Business (MBE)	Woman Owned Busin	ess (WBE)
Minority Status of Owner	r(s)			
□ African American □ East Indian	□ Asian □ Inuit	☐ Aleut ☐ Native Ame		er:
Citizenship Status of Min	nority Owner(s):	☐ United States	☐ Other:	
Certified 8(a) by US Sma	ıll Business Admi	inistration	□ Yes	□ No
Are you licensed to do bu	isiness in South C	Carolina, as well as l	•	
certify that all informati	on provided as pa	art of this certification	$\square$ Yes on is true and accura	□ No te.
Signature	Pı	rinted Name		Date

List three (3) schools / and or businesses your firm has performed work for during the past five (5) years.

School or Business Name	Contact Person	Telephone