

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411
Fax (203) 625-0109

EUGENE H. WATTS
Senior Buyer

May 22, 2019

Dear Sir/Madam:

You are invited to submit a Bid for Sheet Music for Greenwich Public Schools 2019/2020 school year. The attached bid specifications detail the requirements we are looking for.

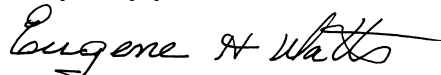
Sealed bids for supplying the attached services will be received by the Purchasing Department, at the above address until 11:00 a.m. on June 11, 2019 at which time they will be opened. All bidders and other interested people are invited to be present at the opening of these bids.

Bids must be submitted on the schedule form attached hereto. The percent space must be filled in using ink. Each bid must be submitted with one (1) original and three (3) copies of the bid. Bidders must submit bids in a clear, concise and legible manner so as to permit proper evaluation of responsive bid.

Each bid must be submitted in a sealed inner and outer envelope bearing the name of the bidder his/her address, and the Bid Number for which the bid is submitted. Envelopes, containing this information and clearly labeled "BID DOCUMENTS" are to be prepared in this manner so as to guard against opening prior to the time set therefore. It is the responsibility of the bidder to ensure that delivery by hand or mail, etc. reaches Greenwich Public Schools Purchasing Department prior to the bid opening time and date.

Amendments to, or withdrawals of bids received later than the time and date set for the Bid Opening shall not be considered. Faxed bids will not be accepted. The original bid and copies must be in a sealed envelope plainly marked: Sheet Music Bid, Opening Date: June 11, 2019, Opening Time: 11:00 a.m. Bid Number 2256-19 and must show a return address.

Very truly yours,



Eugene H. Watts

INSTRUCTIONS

Sealed bids for Sheet Music for Greenwich Public Schools as specified on the attached specification sheets will be received at the time and date stated. All bidders and other interested persons are invited to be present at the opening of these bids which take place at the Board of Education.

Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection.

QUESTIONS

Questions concerning this bid will be received by e-mail only directed to: Bid Department, at (bid_department@greenwich.k12.ct.us). In the "Subject" line you must put Bid # 2256-19 Sheet Music. All questions must be received no later than noon May 30, 2019. All answers will be posted as an addendum to our website, www.greenwichschools.org no later than noon on June 4, 2019. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the bid specifications and conditions. It is the proposer's responsibility to check our website for all addenda.

Deliveries will be made to all of the Public Schools in Greenwich, Connecticut. Freight cost must be included in the bid price (F.O.B Destination).

All items must be shipped in 1 shipment within 2 weeks of receiving the order. If for some reason any part is back-ordered, the vendor must notify the school/teacher of such item. A decision will be made by the teacher and/or to either wait for the music or select another piece.

The Board of Education reserves the right to waive any informality in the bid or reject any or all bids or to accept any bid, which appears to be in the best interest of the Board of Education. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered.

GENERAL TERMS AND INSTRUCTIONS:

The successful vendor shall guarantee that the music to be delivered conforms in every aspect with accepted standards of the school that is placing the order and must be available once a month or when needed, if there are any problems.

No sheet music can be placed on back-order. If the Board of Education is able to obtain the music from another source, your company cannot say that "it is discontinued." If any sheet music is discontinued, the Purchasing Department must be notified.

The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any bid, where on investigation, the evidence or

information submitted by such bidder does not satisfy the Board of Education. The bidder must be qualified to carry out properly the terms of the contract.

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut.

Bidders must comply with all Federal, State and Local Laws and Regulations and all applicable safety standards.

Greenwich Public Schools reserves the right to extend this bid if agreed by both parties.

Should the bidder find, during examination of specifications, any discrepancies, omissions, ambiguities, or conflicts in the specifications or be in doubt as to the meaning of any portion of them, he/she shall bring the question to the attention of the Purchasing Department at the Board of Education at once and not later than ten (10) days before the bid due date. The Purchasing Department will review questions and, where information sought is not clearly indicated or specified, the Purchasing Department will then instruct all bidders in writing regarding the points in question, by issuing a clarifying addendum, which will become a part of the specifications. No alleged "verbal interpretation" shall be held valid. All Addenda issued during this period supersedes previous information and automatically becomes part of the specifications.

If the Board of Education deems it necessary, it may postpone the opening date of bids by notifying each bidder by telephone, mail or the issuing of an addendum.

The Greenwich Board of Education reserves the right to accept the bid or bids of the lowest qualified bidder, kind, quality and material being equal, to select a single item from the bidder, or to accept the bid as a whole; to reject any and all bids, and to waive any omission or informalities in any bid.

COLLUSION AMONG BIDDERS:

More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders.

Participants in such collusion may not be considered in the future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part to any collusive action.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

The successful bidder will not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful bidder in all solicitation or

advertisements for employees, placed by or on behalf of the contractor, will state that such successful bidder is an Equal Opportunity Employer.

Employment discrimination by contractor prohibited. Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall, be deemed sufficient for the purpose of meeting the requirements of this section.

Due to the highly competitive nature of this bid, please indicate any or all other services that will allow your company to be distinguished from the others. This information will be used in awarding this Bid. Greenwich Public Schools will be looking to purchase approximately \$15,000.00 of sheet music for the 2019-2020 school year.

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT**

State of _____:

County of _____:s.s.

I state that I am the _____ of _____
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/bidder or potential bidder/bidder.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/bidder or potential bidder/bidder, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/bid higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership; corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/bidder is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the bidder/bidder is interested. Any or all bidders/bidders will be rejected if there is any reason for believing that collusion exists among the bidders/bidders. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/bidder by submitting a bid/bid certifies that it is not a part to any collusive action.
- (5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/bid.
- (6) _____ its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/bid for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/bids for this contract.

- (7) I agree to furnish and deliver all services on the date and time agreed on by _____ and the Greenwich Board of Education at
(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/bidder submits a bid/bidder on any item he/she will be responsible for delivering that item at the bid/bid cost, in accordance with the attached above specifications, which were submitted with this bid/bid and upon which the bid/bid was made.

- (8) In submitting this bid/bid, the undersigned declares that this is made without any connection with any persons making another bid/bid on the same contract; that the bid/bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/bid or in the supplies or work to which it relates, or in any portion of the profits thereof.
- (9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of such contract.
- (10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/bid. If found to be false, the Town of Greenwich retains the right to reject said bid/bid and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/bid and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at www.greenwichct.org Code of Ethics stated as follows:

A. DEFINITION.

1. Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town.
2. Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town.
3. Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town.

4. Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.
5. **GIFTS AND FAVORS.** No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
6. **IMPROPER INFLUENCE.** No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

The service and work contemplated under this Contract shall be completed in full on or before June 30, 2020 with the option, if agreed by both parties, to extend the agreement for the 2020-2021 and 2021–2022 school years

By signing this proposal, the proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Proposers. Employment Discrimination by the Contractor Prohibited.

SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR
THE COUNTY OF _____ AND THE
STATE OF _____ THIS _____
DAY OF _____, 2019

NOTARY PUBLIC MY COMMISSION EXPIRES _____

Discount amount on all sheet music: (2019-2020) _____ %
Discount amount on all sheet music: (2020-2021) _____ %
Discount amount on all sheet music: (2021-2022) _____ %