

BUTLER AREA SCHOOL DISTRICT
Butler, PA 16001

2024-2025 Musical Instruments

Bid Summary

The Butler Area School District is hereby soliciting bids to submit for: Musical Instruments

All bids shall be submitted on the enclosed district forms. The sealed bid proposal package should also include:

- A Bid Bond or Certified/Cashier's Check for 10% of the total bid price.
- Completed and notarized Non-Collusion Affidavit.
- Completed and notarized Vendor's Qualification Statement.
- 3 Signed copies (1 original and 2 photocopy)

The Butler Area School District is exempt from Pennsylvania state sales tax.

Sealed bids will be accepted for “**2024-2025 Musical Instruments**” until **February 19, 2025 at 10:30 a.m.** **Sealed bids should be clearly labeled “2024-2025 Musical Instruments” and delivered to Mackenzie Heranic at the Harriger Educational Services, Administration Building, 110 Campus Lane, Butler, PA.** The bids will be publicly opened at 110 Campus Lane, Butler, PA 16001 at 11:00a.m. the same day.

All questions regarding this bid should be directed to:

Mackenzie Heranic
Assistant Business Manager
110 Campus Lane
Butler, PA 16001
Mackenzie.heranic@basdk12.org
724-214-3116

Butler Area School District
Butler, Pennsylvania 16001

General Conditions for Bid

1. The Butler Area School District Board of School Directors invites bidders to submit sealed bids for the furnishing and delivery of **2024-2025 Musical Instruments**.
2. **Bids will be accepted until 10:30 AM on Wednesday, February 19, 2025. The bids will be opened at 11:00 AM on February 19, 2025 at 110 Campus Lane, Butler, PA 16001.**
3. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“2024-2025 Musical Instruments”**.
4. Bids shall be submitted on the enclosed Bid Proposal Form. Bids must be typewritten or written with ink and signed by the individual, partners, or corporate officer.
5. The successful bidder shall bid in strict accordance with the specifications as set forth.
6. A BID BOND OR CERTIFIED/CASHIER’S CHECK IN FAVOR OF THE BUTLER AREA SCHOOL DISTRICT IN THE AMOUNT OF 10% OF THE TOTAL BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. THE BOND MUST BE ISSUED BY AN INSURANCE COMPANY.

Only the bid bonds or certified checks of the successful bidders will be held until all terms of the contract are completed. The bid bonds or certified checks of the unsuccessful bidders will be returned at the time of the awarding of the contract.

7. **Delivery must be fully completed by June 2, 2025. If you cannot meet this delivery requirement, please indicate in your bid the expected delivery date.**
8. The Butler Area School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law. Bids must remain firm for a period of sixty (60) days from the date of bid opening.
9. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded only as a part of the description of the item, and is not intended to limit competition.
10. Bid items must be the model number specified in the bid proposal. No substitutions will be accepted. **Bid items must be equal in all respects to those described in the specifications or referred to by catalog number. No substitutions or alterations are permitted.**
11. Bidder shall insert the price per stated unit and the total cost extension against each item in the scheduled hereto annexed, which the bidder has proposed to furnish and deliver. The unit price inserted must be net and must include all delivery charges – No Exceptions. In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
12. Bids may be awarded on an item-by-item basis.

No additional charges will be allowed for cases, boxes, carboys, bottles. Etc., nor for freight expenses, expressage, or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for the School District. Such empty cases, boxes, etc., may be removed by the bidder or contractor at his own expense.
13. A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.

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Due Date: **Thursday, February 19, 2025**

14. No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is tax exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
15. The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as specified, and that all the articles shall be subject to the inspection and approval of the School District. All items must be shipped in original packaging. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the School District. In the event that any articles are rejected as damaged, or not in conformance with these specifications shall be furnished in place thereof, all at the expense of the successful bidder.
16. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the School District is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District.
17. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within three (3) days after such request is made. These samples shall be plainly marked with the name of the product, the name of the bidder, and the item number as shown on the proposal form. Samples may be returned at the expense of the bidder. Also, upon request, the bidder must supply, within three (3) days, a list of schools and/or businesses using the item indicated in their bid.
18. Items shipped DIRECT FROM THE FACTORY must show Butler Area School District purchase order number on the cartons.
19. Invoicing: Invoices must be completely itemized and cover each shipment. They should show Butler Area School District item numbers, the same as packing slips. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
20. DISCRIMINATION PROHIBITED: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - 20.1 That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
 - 20.2 That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed or color;
 - 20.3 That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,
 - 20.4 That this contract may be canceled or terminated by the School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of the contract
21. HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 (P.L. 744) (43 P.S. Section 951 et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

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22. **COMPETENT WORKERS:** According to Section 752 of the Public-School Code of 1949, no person shall be employed to do work under such contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such hours by employers of organized labor in doing of similar work in the district where the work is being done.
23. **STANDARD OF QUALITY:** The various materials and products specified in the specification by name or description are given to establish a standard of quality and of cost for bid purpose. It is not the intent to limit the acceptance to any one material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect, engineer and/or School District.
24. **COMPLIANCE WITH POLICY/LAW:** Contractor shall comply with all policies, procedures and regulations of the district as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65, P, S, 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.
25. **DEBARMENT AND SUSPENSION:** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Revised March 2018 74 exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
26. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
27. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:** As amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
28. **EQUAL EMPLOYEMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

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29. ADDENDUMS: If the need arises for an addendum to the bid specifications the district will post the clarifications to www.basdk12.org no later than February 12, 2025. It is the responsibility of bidders to ensure all addendums have been reviewed prior to submission of the bid.

Butler Area School District
Butler, Pennsylvania 16001

Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

For Bid for 2024-2025 Musical Instruments

State of _____ County of _____

I state that I am _____ 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 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 or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid 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 non-competitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently
(name of my firm)
under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibiting by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representations are
(name of my firm)
material and important, and will be relied on by Butler Area School District in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Butler Area School District of the true facts relating to the submission of bids for this contract.

(Name)

and

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____.

My Commission Expires

Notary Public

Butler Area School District
Butler, PA 16001

Vendor's/Contractor's Qualification Statement

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by: _____	Corporation _____
Name: _____	Partnership _____
Address: _____	Individual _____
Principal Office: _____	Joint Venture _____
Phone: _____	Other _____

1. How many years has your organization been in business as a vendor/contractor?

2. How many years has your organization been in business under its present business name?

3. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's name: _____
 - d. Vice President's name(s): _____
 - e. Secretary's or Clerk's name: _____
 - f. Treasurer's name: _____
 - g. List names and addresses of all parties holding greater than 10% interest in the corporation.

4. Trade References:

5. Bank References:

6. Name of bonding company and name and address of agent:

7. Dated at

this _____ day of _____, 20____.

Name of Organization: _____

By: _____

Title: _____

8. _____ being duly sworn deposes and says that he/she is the
_____ of Vendor/Contractor and that answers to the foregoing
questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public:

My commission Expires:

Vendor's Contractor's Qualification State Abbrev.

Butler Area School District
Butler, PA 16001

Bid Proposal Form

2024-2025 Musical Instrument Bid

We, the undersigned, have reviewed the specifications herein for the supply of the above listed item(s). We propose to furnish and deliver all materials and accessories to complete the work, in accordance with the attached Bid Specifications and General Conditions. We understand that the Butler Area School District reserves the right to reject any and all bids and to make awards on the basis of quality as well as price.

Company Name		Date	
Company Address			
Authorized Signature	Printed Name	Title	
Phone Number	Fax Number	Email Address	

Instrument	Model	Description/Specifications	Quantity	School(s)
Eastman Sousaphone Outfit Lacquer	EPH495	Eastman EPH495 Marching Sousaphone - Key of BBb, .689" bore, 25" yellow brass bell, Stainless steel pistons, Clear lacquer finish, S.E. Shires Stadium Series mouthpiece and deluxe case w/wheels. NO NICKEL FINISH. NO SUBSTITUTIONS.	10	SHS
Franz Hoffmann Prelude Bass Outfit - 1/2 Size German		Franz Hoffmann™ Prelude Bass Outfit - 1/2 Size German - high-quality laminate construction featuring geared pegs, an ebony fingerboard, a hand carved bridge with low-friction height adjusters, a durable nitro varnish, and a composite endpin. 1/2 SIZE ONLY.	6	IHS
Eastman 80 Series Laminate 1/2 Size Basses	VB80	Samuel Eastman Model 80 basses are ideal for schools, rentals, and beginning players. Their sturdy design balances great sound and playability with durability. With fully laminated top, back, and ribs, excellent quality German brass tuning machines, and ebony fittings, Samuel Eastman Model 80 basses are durable, easy to maintain, and a pleasure to play. 1/2 SIZE ONLY.	6	IHS
King "Ultimate" Marching Mellophone Outfit	KMP611	The King "Ultimate" KMP611 mellophone is a highly responsive instrument that provides a powerful solo alto voice. Equally proficient in section work, it produces a full, rich sound that blends extremely well. The all-new mouth pipe and bell designs increase projection and power of the KMP611's sound and the 1st slide thumb saddle and 3rd slide finger ring allow for easy intonation adjustments. Monel pistons provide smooth, quick action and unmatched durability. Clear lacquer finish, new nickel silver mouth pipe design for corrosion resistance, increased durability, and quick response, redesigned bell increases projection and power, first slide thumb saddle and third slide finger ring for precise tuning adjustment, stackable heavy-duty marching case, trumpet-shank mouthpiece receiver, comes with both trumpet- and horn-rim mellophone mouthpieces. 10" bell, .466" bore, first valve saddle and third slide ring, King 5CM and MCM mouthpieces, 7722C ABS case. NO SUBSTITUTIONS.	8	SHS
King "Performance" Marching Mellophone Outfit	KMP411	Blue Devil designed, the KMP411 projects as an alto voice and blends as part of the brass choir. With a unique open-wrap third slide, the KMP411 has an improved valve cluster location for better balance and weight of the instrument. The .468" bore and 10" bell make for an easy-playing instrument ready for the rigor of the competitive marching arts. Unique open-wrap third valve slide & Clear lacquer finish. Stackable ABS case, first valve slide saddle for fine-tuning intonation, notched main tuning slide, King KME mouthpiece. NO SUBSTITUTIONS.	8	SHS