

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
25631 PETER HARTMAN WAY
MISSION VIEJO, CA 92691

Saddleback Valley Unified School District



BID #22-07

Purchase of Musical Instruments

Bid Due Date:

Wednesday, May 31, 2023, 2:00p.m., Purchasing Department

Location:

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
25631 PETER HARTMAN WAY
MISSION VIEJO, CALIFORNIA 92691

NOTICE CALLING FOR BIDS

BID #22-07

Purchase of Musical Instruments

The Saddleback Valley Unified School District is soliciting bids for the purchase of Musical instruments for elementary, Intermediate, and high schools sites. Instruments must be approved for education. Bids will be accepted at the District purchasing Department, Business Services Office, 25631 Peter A. Hartman Way, Mission Viejo, California 92691 not later than the date and time indicated below.

Solicitations giving complete details, product descriptions, conditions and required forms may be obtained from the District website: web.svusd.org/Purchasing

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Advertisement 4/28/2023 & 5/5/2023

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
25631 Peter A. Hartman Way
Mission Viejo, California 92691

BID #22-07
Purchase of Musical Instruments

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* All above items that are bolded “must” be returned with your bid.

INSTRUCTIONS TO BIDDERS

1. BIDDER'S RESPONSIBILITIES

READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A BID. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SOLICITATIONS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

If you submit a bid it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this solicitation and contract.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

FURNISH THE FOLLOWING WITH ALL BIDS: (FORMS FOR THIS INFORMATION AND INSTRUCTIONS FOR THESE FORMS ARE INCLUDED IN THIS SOLICITATION PACKAGE.) FAILURE TO SUBMIT ALL FORMS WITH THE BID MAY RESULT IN REJECTION OF THE BID.

**Signed Bid Form
Information Required of Bidder
Non-Collusion Declaration
Worker's Compensation Certificate
Drug Free Workplace Certification
Alcohol & Tobacco Free Campus Certificate**

2. BID PREPARATION

All bids must be prepared and submitted using only the Bid Form, proposal sheet, questionnaire or other forms included in the solicitation package. Bids prepared, on any other forms may be rejected. All forms must be complete, and all information must be typed or in ink.

State numbers in both words and figures where so indicated. If there is a conflict in the words and the figures, the words shall govern. Both unit and extended prices must be shown on bid forms when spaces are provided. In the event of an error in the extension of bid prices, unit prices will prevail.

Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be initialed by the person signing the Bid.

The DISTRICT may reject as non-responsive, any bid which it finds to be unintelligible, inconsistent or ambiguous.

In the event you do not wish to bid, please mark "NO BID" and return at least the Bid cover sheet so your name may be removed from the Bidders List.

3. SUBMISSION OF BIDS

Submit to the Purchasing Department (1) copy of the bid with any and all additional material in the number of copies required by the solicitation in a SEALED ENVELOPE. THIS ENVELOPE SHALL BE CLEARLY MARKED IN THE UPPER LEFT HAND CORNER WITH THE

BIDDER'S NAME, THE BID NUMBER, AND THE BID DUE DATE AND TIME. ANY BIDS SUBMITTED ELECTRONICALLY WILL NOT BE ACCEPTED.

The bids must be received prior to the scheduled closing time for receipt of bids as set forth in the "Notice Calling for Bids", and the Bidder is completely and solely responsible for this taking place. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. No bids will be received after that time. Bids may be opened and read aloud at the DISTRICT office after the time set forth for bid opening. Electronic submission of bids will not be accepted.

Bidders may not withdraw any bid for a period of ninety (90) days after opening of bids. Withdrawal of a bid after opening may result in forfeiture of the Bid Security.

4. SIGNATURE

Sign the Bid Form, Certificate of Worker's Compensation, Non Collusion Declaration, Drug Free Workplace Certification, all Guarantees and any other required certifications, in the name of the bidder. All signatures must be of the person or persons duly authorized to sign the bid.

If Bidder is a **CORPORATION**, list the legal name of the **CORPORATION** first, together with **TWO** signatures: **ONE** from either the Chairman of the Board, President or Vice President and **ONE** from either the Secretary, Chief Financial officer, or Assistant Treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. This authorization must be furnished to the District upon request. **SUCH DOCUMENTS SHALL INCLUDE THE TITLE OF SUCH SIGNATORIES BELOW THE SIGNATURE AND SHALL BEAR THE CORPORATE SEAL.**

If the Bidder is a **JOINT VENTURE** or **PARTNERSHIP**, submit with the Bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership. These certifications shall name the individual who shall be the agent of the joint venture or partnership authorized to sign all necessary documents for the joint venture or partnership, and to act in all matters relative to the contract resulting from the joint venture or partnership.

If Bidder is an **INDIVIDUAL**, his signature shall be placed on such documents.

All signatures must be in ink. Facsimile signatures are not acceptable. Unsigned bids may be returned as non-responsive.

5. MODIFICATIONS

Any Bidder who wishes to make modifications to a bid already received by the District must withdraw the bid in order to do so. Withdrawals must be made in accordance with the terms and conditions of this solicitation. See "Instruction to Bidders", article 8, "Withdrawal of Bid". All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in the same form and manner as the original bid. It is the responsibility of the bidder to ensure that modified or withdrawn bids are resubmitted before the time set forth for the opening of bids.

6. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS

All Bidders shall, at their own expense and prior to submitting their bid, examine the Bid Documents; familiarize themselves with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Contract, and determine the character, qualities and quantities of the work to be performed. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision.

7. CLARIFICATION OF PLANS AND DOCUMENTS

If there is any doubt as to the true meaning of any part of the solicitation or contract documents, if you believe there are any discrepancies in, or omissions from the drawings and specifications, submit a written request for an interpretation or correction to the District Purchasing Department, Mr. Thomas Finley, Senior Buyer at finleyt@svusd.org. The bidder submitting this request shall be responsible for its prompt delivery. **Requests must be received no later than 5/25/2023. Questions received after this date will not be responded to.**

Any interpretation or correction of the solicitation or Contract documents will be made only by written addendum issued by the District Assistant Superintendent or the Governing Board, or their designee. A copy of such addendum will be uploaded to the District website, mailed, faxed, or delivered to each contractor receiving a set of the contract documents. If discrepancies in drawings, or specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid the method and materials resulting in the highest bid.

No person is authorized to make any oral interpretation of any provision in the solicitation or contract documents, nor shall any oral interpretation be binding on the District.

8. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request provided that the request to withdraw is duly authorized and signed by the bidder and that the request was received prior to the scheduled closing time for receipt of bids.

9. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. **HOWEVER**, a person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

10. AWARD OF CONTRACT

This bid will result in award of a formal contract by action of the Governing Board. The award of the contract will be to the lowest responsible bidder(s) from among those bidders responsive to the call for bids **UNLESS OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS.** The District may award a contract to more than one bidder, and may be awarded by:

- by line item number from the Bid Form,
- or, by school section,
- or, as a whole

In the event an award is made to bidder, and such bidder fails, or refuses, to execute the contract and provide the required documents within ten (10) days after notification of the award of the contract to bidder, the District may award the contract to the next lowest bidder or reject all bids. **SUCH FAILURE BY THE BIDDER MAY RESULT IN FORFEITURE OF THE BID SECURITY.**

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.

If two identical low bids are received from responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

11. ALTERNATE BIDS

If alternate bids are called for, the award will be in accordance with Special Provisions.

12. COMPETENCY OF BIDDERS

The District intends to award contracts only to those bidders that it considers responsible enough to perform the contract. In order to determine responsibility, the District reserves the right to conduct any investigations it deems necessary. The District may consider the organization, financial condition, experience, facilities, performance under other contracts, and industry reputation of both the bidder and any subcontractors in determining responsibility. The District may also consider the costs, maintenance considerations, performance data, and guarantees of any equipment and/or materials offered under the bid.

13. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder as contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with District the "Certificate of Worker's Compensation" prior to performing the work under this contract. **THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

14. DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Sections 8350-8357 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate prior to execution of the agreement. The contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the agreement or suspension of payment thereunder. **THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID AS NON RESPONSIVE.**

15. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12940 and

Labor Code Section 1735. In addition, the bidder agrees to require like compliance by any subcontractors.

16. NON COLLUSION DECLARATION

A NON-COLLUSION DECLARATION IS INCLUDED AS PART OF THIS PROPOSAL PACKAGE. FAILURE TO SUBMIT THIS FORM WITH YOUR BID MAY RESULT IN REJECTION OF THE BID.

17. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested financially in this contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this article.

18. TIME PERIOD OF PRICE QUOTATION

All prices are to be quoted firm for a period of ninety (90) days.

19. ASSIGNMENT OF CLAIMS

The successful bidder agrees not to assign, transfer, convey, sublet or otherwise dispose of the items which he may be awarded, or any right accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the School District. Notice is hereby given that the District will not honor any assignment made by the vendor unless consent in writing, as indicated above, has been given.

20. SALES/USE TAX

The bid shall include all applicable sales and use taxes, permits, and licenses. Do not include any amount for federal excise tax in any proposal or bid as the District is exempt from payment of federal excise taxes.

21. DELIVERY CHARGES

Bids are sought which are priced F.O.B. Saddleback Valley Unified School District. Bidder are to exclude any freight or delivery charges in your bid price. Shipping charges will be determined at a later date.

Bid # 22-07
Purchase of Musical Instruments

SPECIAL PROVISIONS

1. SCOPE

This contract is for the Purchase of various musical instruments for the music programs at the elementary, intermediate and high schools sites within the Saddleback Valley Unified School District. Purchases will include purchases for sting, woodwind, brass, and percussion instruments.

2. CONTRACT PERIOD

The District anticipates that its Governing Board will approve the award of a contract(s) for this bid at the June 15, 2023 Board meeting. This contract(s) will be effective upon award and will expire on June 15, 2024.

The District will issue Purchase Orders for individual purchases against this bid.

3. AWARD

The District intends to award the contract at the June 15, 2023 Board meeting to the responsible bidder(s) who submit the lowest responsive bid(s) for the specific line items. The District may award a contract to more than one bidder, and may be awarded by:

- line item number from the Bid Form,
- or, by school section
- or, as a whole.

The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

4. PRICES

All prices must remain firm for the term of the contract.

5. DELIVERY

All quoted prices listed on your Bid Form are to EXCLUDE freight and transportation for materials FOB, Saddleback Valley Unified School District. Freight/shipping costs will be determined at a later date.

6. SALES TAX

If the bid is for supplies and equipment for which California sales/use taxes are applicable. However, do not include sales tax in the line item pricing. Tax will be calculated later. Do not include Federal Excise Tax in your bid, as the District is exempt from such tax.

7. INDEMNITY

The Contractor shall indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either 1 or 2 above, sustained by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the District.

(c) The Contractor, at Contractor's own expense, cost, and risk shall defend:

any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(d) The Contractor shall include with bid a Public Liability Insurance Coverage Verification and a Worker's Compensation Coverage Verification (form included).

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Contract, a policy or policies of insurance covering Contractor's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. All said insurance policies shall be for "replacement value" where applicable.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than	<u>\$ 1,000,000.00</u>
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$ 1,000,000.00</u>
 Broad Form Property Damage Insurance in an amount not less than	 <u>\$ 1,000,000.00</u>
 Contractual Liability Insurance in an amount not less than	 <u>\$ 1,000,000.00</u>

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$ 1,000,000.00

Product & Completed Operations Liability \$ 1,000,000.00

Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California

An endorsement to said policy(s) naming DISTRICT as an additional insured while rendering services under this Contract

A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage

9. LIQUIDATED DAMAGES

All work must be completed within the time limits agreed upon for each order. It is agreed that damages for the failure of the Contractor to complete the total work described herein within the time limits required are impossible to ascertain but that the sum of five hundred dollars (\$500.00) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages, payable to the District, in an amount of five hundred dollars (\$500.00) for each calendar day of delay in completion. The amount of liquidated damages may be adjusted by the District based on the scope and size of each project.

10. COMPLIANCE WITH CODE

All materials and equipment used/installed shall conform to all Federal, State and County Safety and Health Codes, regulations and requirements.

11. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination by any prospective or active employee engaged in the work because of race, color, ancestry, natural origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, the Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

12. STATE AUDIT

Pursuant to and in accordance with Section 10520 -10536 of the California Government Code, the parties agree that all books, records and files shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this contract. This provision shall apply to all grants, assignments, leases and subcontracts, if any, hereunder.

13. CLAYTON/CARTWRIGHT ACTS

In submitting this bid, the Contractor offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment.

14. COMPLIANCE WITH STATUTES AND REGULATIONS

(a) Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction. The contract documents are complimentary, and what is called for by any shall be as binding as if called for by all.

(b) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms, conditions, and agreements of this contract shall not constitute or be construed as a waiver or relinquishment of the Buyer's rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

15. CHANGES

The scope of work is defined in this original contract and in each order issued against it. Any changes to this scope of work must be issued and approved by the District, Assistant Superintendent of Business or his designee in advance of performance. Performance of any additional work without coverage by a written order shall be at the sole risk of the contractor and may result in non-payment for such work.

The District may at any time, by a written order and without notice to the sureties, make changes within the general scope of work in this contract, or in any of the following: Format, content, number of required copies, time and place of submission of reports and other documentation. If any such change causes an increase or decrease in the work under this contract, the Contractor and the District shall by mutual agreement make an appropriate written modification to the order. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date the Contractor receives the notification of change, provided that the District may receive and act upon any such claim asserted at any time prior to final payment under an order.

16. DISPUTES

Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by Agreement shall be decided by the District, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the District a written appeal. The decision of the District, on such an appeal, shall be final and conclusive, subject to any legal remedy that may be available under the laws of the State of California to the aggrieved party to further review such decision. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Contractor shall proceed with due diligence in the performance of the contract and in accordance with the District's decision.

17. TERMINATION FOR CONVENIENCE

The District reserves the right to terminate this contract for convenience if it determines that such termination is in the best interest of the District. The District will provide Contractor with a minimum of thirty (30) days written notice of such termination and such notice will specify the exact date the termination is to be effective. The Contractor shall submit a claim for costs incurred up to the date of termination for work that was completed or in progress prior to effective termination date. Payment for these claims will be subject to the terms and conditions as set forth herein.

18. PRECEDENCE

In the event of conflict between contract terms and conditions, special provisions, specifications, plans and drawings and instructions to bidders, the following order of precedence shall prevail: Specifications, Special Provisions, Plans and Drawings, Instructions to Bidders, Terms and Conditions.

Specifications

All pricing for the instruments below are to include appropriate cases, covers and accessories. All instruments are to be “ready to play.”

Violins and violas outfits priced to include:

Acceptable brands for 1/4, 1/2, 3/4 size violins include, Pegasus, Eastman, Yamaha, Klaus-Mueller, Scherl & Roth (or equal, approved for education). Violin and viola pricing is to be outfitted to include:

- Hard cases
- Bows
- Rosin

Cellos and basses outfits priced to include:

Acceptable brands are Yamaha, Eastman, Klaus-Mueller (or equal, approved for education)

- Hard case
- Bows
- Rosin

Brass Instruments: outfits priced to include:

- Hard Cases
- Slide grease
- Valve oil
- Polishing cloth
- Mouthpiece brush

Woodwind instruments: outfits priced to include:

- Hard Cases
- Cork grease
- Polishing cloth
- Mouthpiece brush
- swabs

Percussion instruments: priced to include:

- Appropriate covers/cases for timpanies, chimes
- Hard cases for drum kit

BID FORM

Bid #22-07

Purchase of Musical Instruments

To: The Saddleback Valley Unified School District, acting by and through its Governing Board, herein called the "District."

From: _____
Name of Bidder

Pursuant to the Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder hereby agrees to be bound by all the terms and conditions stipulated in the contract as set forth herein, and proposes to perform and complete in a good workmanlike manner all of the work required in connection with **Bid #22-07 Purchase of Musical Instruments**. The District reserves the right to award a contract to more than one vendor.

The undersigned Bidder agrees to furnish all the materials specified in the contract in the manner and time therein prescribed and will take in full payment the amount set forth herein.

Bidder acknowledges receipt of the following:

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

INSTRUMENT PRICING

Line #	School	Item	Qty	Price	Total	Brand
1	Elementary Music	1/4 Size violins	20			
2	Elementary Music	1/2 Size Violins	30			
3	Elementary Music	3/4 Size Violins	30			

Elementary School Total: _____

Line #	School	Item	Qty	Price	Total	Brand
4	La Paz Intermediate	Yamaha CP88 Digital Keyboard with case	1			
5	La Paz Intermediate	Yamaha YAS-26 Alto Sax	4			
6	La Paz Intermediate	Baritone Sax Low A	2			
7	La Paz Intermediate	Conn 6D French Horn	4			
8	Los Alisos Intermediate	Adams 1.5 octave chimes	1			
9	Los Alisos Intermediate	Yamaha CL200ADII	4			
10	Los Alisos Intermediate	Eastman Bass bows 3/4	3			
11	Los Alisos Intermediate	L5 Leipzig II Pegasus 4/4 violin	4			
12	Los Alisos Intermediate	L3 Florence II Pegasus 4/4 violin	2			
13	Los Alisos Intermediate	L5 Leipzig II Pegasus 3/4 violin	2			
14	Los Alisos Intermediate	L3 Florence II Pegasus 3/4 violin	4			
15	Los Alisos Intermediate	L4 Florence II Pegasus 15" viola	2			
16	Los Alisos Intermediate	Leipzig II Pegasus 15" viola	2			
17	Los Alisos Intermediate	Selmer Bassoon 1432B	1			

Line #	School	Item	Qty	Price	Total	Brand
18	Los Alisos Intermediate	Selmer Oboe 120B	1			
19	Los Alisos Intermediate	Zildjian 20" custom ride cymbal	1			
20	Los Alisos Intermediate	Jupiter French horn	1			
21	RSM Intermediate	Klaus Mueller ½ size Prelude Bass outfit	2			
22	RSM Intermediate	Klaus Mueller Etude Cello 3/4 size outfit	2			
23	RSM Intermediate	Klaus Mueller Etude Cello 4/4 size outfit	2			
24	RSM Intermediate	Klaus Mueller Etude Violin 4/4 size	4			
25	RSM Intermediate	Klaus Mueller Etude Violin 3/4 size	3			
26	RSM Intermediate	Yamaha L3-P Flute YFL-200AD	4			
27	RSM Intermediate	Yamaha YCL-200ADII Clarinet	4			
28	RSM Intermediate	Yamaha YTS-200ADII Tenor Saxophone	1			
29	RSM Intermediate	Yamaha L3-P Alto Saxophone YAS-200ADII	2			
30	RSM Intermediate	Yamaha Trombone L3-P YSL-200AD	4			

Line #	School	Item	Qty	Price	Total	Brand
31	RSM Intermediate	Selmer Oboe 120B	1			
32	RSM Intermediate	Yamaha Euphonium YEP 201	2			
33	Serrano Intermediate	YTS-200ADII Tenor Saxophone	2			
34	Serrano Intermediate	Yamaha L3-P Alto Saxophone YAS-200ADII	2			
35	Serrano Intermediate	Yamaha L3-P Flute YFL-200AD	4			
36	Serrano Intermediate	Yamaha YCL-200ADII Clarinet	4			
37	Serrano Intermediate	4/4 L3 Florence II Violin	6			
38	Serrano Intermediate	L4 Florence II Viola 15" VA815 Pegasus	4			
39	Serrano Intermediate	Eastman 4-valve Euphonium T2100042	2			
40	Serrano Intermediate	Yamaha Bass Clarinet YCL-221II	2			
41	Serrano Intermediate	Yamaha Trombone L3-P YSL-200AD	4			
42	Serrano Intermediate	Selmer Bassoon 1432B	1			
43	Serrano Intermediate	Selmer Oboe 120B	1			
44	Serrano Intermediate	Schilke French Horn 31C2	4			

Intermediate School

Total: _____

Line #	School	Item	Qty	Price	Total	Brand
45	El Toro High School	Schilke French Horn 31C2	4			
46	El Toro High School	Conn 8D French Horn	2			
47	El Toro High School	Pegasus Full Size Violin	2			
48	El Toro High School	Yamaha Piccolo	1			
49	El Toro High School	Marching Baritone Silver 1127SP King	4			
50	El Toro High School	Mello King Marching Mellophone 1121SP Silver	2			
51	El Toro High School	Yamaha Vibraphone YAM-YVRD2700	1			
52	El Toro High School	Yamaha YBL-830 Xeno Series Bass Trombone	1			
53	El Toro High School	Yamaha Clarinet YCL-650 Bb Clarinet	2			
54	El Toro High School	Set of 4 (23,26,29,32) Yamaha TP8300R Professional Hammered Copper Timpani	1			
55	Mission Viejo High School	Yamaha P-515B keyboard	1			
56	Mission Viejo High School	Ibanez Artcore AS93FM electric guitar	1			

Line #	School	Item	Qty	Price	Total	Brand
57	Mission Viejo High School	Yamaha stage custom birch drumset 5 piece honey amber- 22" kick, 10",12", 16" toms, 14" snare	1			
58	Trabuco Hills High School	Buffet E11 Eb Clarinet	1			
59	Trabuco Hills High School	Yamaha YPC-32 Piccolo	1			
60	Trabuco Hills High School	Selmer 1430LP Bb Bass Clarinet	1			
61	Trabuco Hills High School	Buffet R13 Professional A Clarinet With Nickel Keys Nickel Plated Keys	2			
62	Trabuco Hills High School	Yamaha EAD10 Drum Module with Mic Pickup	1			
63	Trabuco Hills High School	Yamaha YBL-830 Xeno Series Bass Trombone	1			
64	Trabuco Hills High School	Yamaha TRBX504 4-String Premium Electric Bass Transparent Black Rosewood Fretboard	1			

High School Total: _____

Grand Total (all sites) _____

.....

The District intends to award the contract at its June 15, 2023 Board Meeting to the responsible bidder(s) who submits the lowest responsive bid for the project.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Bidder Name: _____
Signed by: _____
Print Name _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
(Partner)
Print Name _____
Date: _____
Business Address: _____

Other Partners: _____
Telephone: _____

Corporation

Name: _____
(a _____ Corporation)

Signed by: _____

Print Name _____

Date: _____

Signed by: _____
(President)

Print Name _____

Date: _____

Signed by: _____
(Secretary)

Print Name _____

Date: _____

Business Address: _____

Telephone _____

Joint Venture

Name: _____

Signed by: _____
(Joint Venturer)

Print Name _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an Individual: _____
(Signed)

Print Name _____

Doing Business As: _____

If a Partnership: _____

Signed by: _____
(Partner)

Print Name _____

If a Corporation: _____
(a _____ Corporation)

By: _____

Title: _____

Date: _____

(Seal and Attest)

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein-refers to the bidder's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information.

(1) Firm name and address:

(2) Telephone:

(3) Type of firm: (check one)

Individual _____ Partnership _____ Corporation _____

(6) Names and titles of all principles of the firm:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

List of References –

1. Name : _____
Address and Telephone: _____

Contact Person: _____

2. Name : _____
Address and Telephone: _____

Contact Person: _____

3. Name: _____
Address and Telephone: _____

Contact Person: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Bidder, pages 1 through 5, is true and correct. Executed this _____ day of _____, 20____, at _____ State of California
City, County

Signature

Print Name

Title

**NON-COLLUSION DECLARATION
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH BID)

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any. County, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers, compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state that, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements Of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT'S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

CONTRACTOR NAME: _____

Signed by: _____

Date: _____

WARRANTY

Guarantee for _____ . We hereby guarantee that the _____, which we have provided and installed in _____ , has been done in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of _____ () years from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Name of Contractor

Name of Subcontractor, if applicable

By: _____
Signature of Contractor

By: _____
Signature of Subcontractor

Print Name

Print Name

Title

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

GENERAL TERMS AND CONDITIONS SUPPLIES AND SERVICE CONTRACTS

1. DEFINITIONS

1.1 DISTRICT means the Saddleback Valley Unified School District, 25631 Peter A. Hartman Way, Mission Viejo, CA 92691.

1.2 BIDDER means that individual, partnership; joint venture, Corporation or other entity which prepares and submits a bid or proposal in response to a solicitation, from the DISTRICT.

1.3 CONTRACTOR is that BIDDER to which a contract has been awarded by the DISTRICT.

1.4 CONTRACT means all of the contract documents, including the Special Provisions, Bid Form, Insurance Certificates or Policies, General Terms and Conditions, the Agreement and any and all modifications and Amendments. The Contract documents are complementary; and what is called for by any one shall be as binding as called for by all.

2. INTERPRETATION OF CONTRACT DOCUMENTS/PRECEDENCE

In the event of any doubt as to the meaning of or conflict between any contract instruction, provision, requirement, term or condition, the interpretation of the District shall prevail. Any directions/explanations required or necessary to clarify the questions or resolve the conflict shall be in writing by the District. In the absence of any District interpretation, the following order of precedence shall prevail: special provisions and terms and conditions

3. HOLD HARMLESS

The Contractor shall indemnify and hold harmless the District, its officers, agents, and employees, from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (a) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District and except for liability resulting from the active negligence of the District.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of

equipment and supplies covered by the Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the District.

(c) The Contractor, at Contractor's own expense, cost and risk shall defend: any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees, in any action, suit or other proceedings as a result thereof.

4. STATUS OF CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

5. DISTRICT'S RIGHT TO TERMINATE CONTRACT

(a) If the Contractor refuses or fails to perform the required services with such diligence as will insure its completion within the time specified or any extension thereof, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor, under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Contractor should otherwise be guilty of a substantial violation of any provision of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor, of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment.

(b) In the event of termination under this paragraph and the cost to the District to secure other transportation exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from said Contractor and/or his surety as the case may be.

(c) The District may terminate this contract in whole or in part if it determines such termination to be in its best interest. The District will be liable only for payments of services received. The termination shall be effective upon thirty (30) days written notice to the Contractor.

6. PATENTS, COPYRIGHT, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patent or copyright infringement, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District.

7. CONTRACTOR CLAIMS

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Contractor shall, within five (5) days after sustaining such damage, make to the District a written statement of the damage sustained. The Contractor shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

8. NO ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the District; and the Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment herein by written consent of the District. Any assignment of money due for services rendered for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

9. NO WAIVER

The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

10. RECORDS AND AUDIT

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract.

(b) The Contractor shall preserve and make available his records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this contract including designees of the interested parties for a period of five (5) years from the date of expiration of this contract or until released in writing from this obligation by the District.

(c) The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this contract, and for any commitments or expenditures in excess of amounts allotted by the District.

11. HUMAN RELATIONS

The Contractor agrees that, during the performance of work under this contract he will comply with all employment provisions of the State of California.

12. COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

13. CHANGES

The District may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following: format, content, number of required copies, time and place of submission of reports and other documentation. If any such change causes an increase or decrease in the work under this contract, the Contractor and the District shall by mutual agreement make an appropriate written modification to the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the District may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes." However, nothing in this paragraph shall excuse the Contractor from proceeding with the contract as changed.

14. DISPUTES

Except as otherwise provided in this Contract, during the period of performance of the Contract, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the District, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the District a written appeal. The

decision of the District, on such an appeal, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of California to the aggrieved party to further review such decision. In connection with any appeal of the District's decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the District's decision.

15. DUTY TO PROVIDE FIT WORKERS

Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.

16. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract.

AGREEMENT

(To be completed after award)

THIS AGREEMENT, dated the _____ in the County of Orange, State of California, by and between SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" or "OWNER, " and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH :

That the DISTRICT and the CONTRACTOR for the consideration stated herein, agree as follows:

1. The complete contract includes all of the contract documents, including but not limited to the Notice to Bidders Calling For Bids, Instructions To Bidders, Information Required of Bidders, Bid Form, Insurance Policies or Certificates, General Terms & Conditions, Specifications, addenda, and this Agreement, Bid #22-07, **Purchase of Musical Instruments**, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary, and what is called for by any shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed and shall provide and furnish materials as described in the complete contract and required by Bid #22-07, Purchase of Musical Instruments.

This Contract will become effective upon award and expire on June 15, 2024.

3. District shall pay to the Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the total amount as stipulated in the proposal.

4. The work shall not commence before The District's Purchase Orders has been issued.

5. The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond, and the Payment Bond required is one (1)

6. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____ and that _____ whose title is _____ is authorized to act for and bind the corporation.

7. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were

included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

8. The Contractor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the contractor's failure to comply strictly with the IRCA.

9. The complete contract, as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

SADDLEBACK VALLEY
By: UNIFIED SCHOOL DISTRICT

By: _____

(Signature of DISTRICT)

(Signature of CONTRACTOR)

Print Name

Contractor's License No & Tax ID Number.

Title

Print Name

DATE: _____

(CORPORATE SEAL OF CONTRACTOR,
if Corporation)

