

REQUEST FOR PROPOSAL

(RFP)

Recommended Musical Instrument Rental Provider  
for Glenview School District 34

**All Proposals must be received by: February 11, 2019 at 4:00 pm**

**I. Invitation to Submit Proposal:** The Board of Education of Glenview School District No. 34 (“Board” or “District”) is requesting and accepting competitive proposals from qualified music instrument and service providers for a period of three (3) years for rental and service to musical instruments for students and families participating in our instrumental music program. Proposals will be received for the Board at the place, date, and time as specified below.

**Place: Glenview School District Office, 1401 Greenwood Rd. Glenview, Illinois**

**Date: February 11, 2019**

**Time: 4:00 p.m.**

Proposals shall be submitted in accordance with the requirements contained herein. Proposals received after the time specified above will not be considered. The Board reserves the right to reject any or all proposals, or any part of a proposal, to waive any irregularity in any proposal, and to make awards that, in the opinion of the Board, will serve the best interests of the District. All questions should be directed to the attention of Matthew Silverman at [msilverman@glenview34.org](mailto:msilverman@glenview34.org).

**II. Purpose and Intent:** For students and families participating in the District’s instrumental music program, selecting and maintaining a high-quality music instrument is vital to their success. In an effort to ensure all parts of the instrumental music experience are positive and accessible to every student, we are requesting service proposals to support the music program. Our goal is to increase the number of students joining band, increase the satisfaction that parents and students express with instrument selection, quality, maintenance, and reduce the amount of time that students are without an instrument due to repair.

**III. Modification and Withdrawal of Proposal:** A company may withdraw a proposal at any time prior to the time specified in Section I as the closing time for the receipt of proposals. Any modification to a proposal may be made only by substitution of another proposal. However, no company shall withdraw, cancel, or modify a proposal for a period of sixty (60) calendar days after said closing time for the receipt of proposals, nor shall the successful company withdraw, cancel, or modify a proposal after having been notified that said proposal has been accepted by the Board.

**IV. Company Representations:** Each bidder warrants and represents that he or she has read and understands the instructions and documents contained herein and that any proposal submitted is based on said instructions. Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the proposal. As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing the contract in Exhibit A (“Contract”), the bidder certifies that he or she is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The bidder agrees that if this

certification is false, the Board may declare the Contract void. If applicable, the bidder shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 ILCS 105/1 *et seq.*, regardless of whether the bidder is a retailer maintaining a place of business within this State as defined in Section 2 of the *Illinois Use Tax Act*.

**V. Award:** The contract, as identified in Exhibit A, shall be awarded to the successful company, as determined by the Board. The Board reserves the right to reject any and all proposals or any part thereof and to waive technicalities in the bidding.

**VI. Qualifications:** Respondents must provide high quality products and services.

Information provided about music products, assessment/rental/purchase agreements for instruments and related accessories, sufficient stock of musical instruments to accommodate 400 band students, exceptional servicing including ongoing communication with the District staff, student assessments for instrument selection, instrument repairs, and loaner instruments as well as provide on-site support for the District music events. Further, provide staffing and instruments to conduct aptitude testing and allow students hands-on experience with multiple instruments at dates established with the District music staff

**VII. Required Services:** Each company must satisfy each of the enumerated requirements provided below when submitting its proposal:

- a. Ability to deliver and pickup instruments at the District schools (weekly or as needed);
- b. Commitment to prioritize the District repairs and emergency repairs. If the repair will cause a student to be without an instrument during class, provide a loaner instrument free of charge until repairs are completed;
- c. Provide a minimum of three references for similar service to local school districts of similar size;
- d. Competitive pricing/price matching on district purchases;
- e. Qualified school service representative with extensive music and business background and experience; and
- f. Ability and commitment to provide scholarship instruments to low-income students.

**VIII. Award Criteria:** The following factors, not listed by rank or importance, will be considered when evaluating the proposals to determine the lowest responsible bidder:

- i. Proposal is responsive to all components of RFP;
- ii. Proposal is well organized, easy to read and complete;
- iii. Proposal includes general experience statement and vendor has demonstrated experience with providing the products and services outlined in the RFP;
- iv. Minimum of three references of local school districts approximately the same size and scope of service;
- v. Adequate resources and qualified staff to meet the needs – number of students during the assessment/fitting process;
- vi. Description of assessment process is efficient, thorough, positive age appropriate;
- vii. Quality of design of printed materials supporting the assessment and rental process, including forms that are clear, concise and easily understood, particularly the instrument rental and maintenance agreement;
- viii. Vendor has the staff and capacity to meet anticipated rental and repair needs of the district music program;
- ix. Pricing is competitive for purchase, rental, and repair of district approved rental brands;
- x. Timelines for pickup, repair, and delivery will meet the needs of the students and program;
- xi. Clearly defined loaner program (includes individual school sets, student loaners, and low income students);
- xii. Overall qualifications of the school service representative (background, referrals, etc.);
- xiii. Process of maintaining and establishing relationships with district (i.e. yearly consistent representative); and
- xiv. Site visit and inspection (ability to service the needs of district as outlined in RFP).

**IX. Request for Proposal (RFP):** Bidders shall provide a full and complete answer or the requested documents to the items below:

### **Recommended Musical Instrument Rental Provider**

#### **Section 1: Questions about your company**

Consistent with your philosophy or mission statement, please summarize the services your company would provide for the music program in our District.

List specific events, scholarships and awards your company has sponsored to benefit the communities or school district you serve.

List any awards or special recognition your company has received.

List three references that we may contact regarding your company as it relates to School Music service.

#### **Repair Services:**

Please list the location of your repair facility and describe the breadth of repair services offered for woodwind, brass, string and percussion. What type of work is outsourced?

Please list the names of repair staff, their qualifications, any specialized training (if applicable), and the number of years they have been in your employment:

Please describe your process for cleaning brass and woodwind instruments.

What is the standard turnaround time for instrument repair?

What are the responsibilities and obligations of parents and students who damage instruments? Please provide any waivers associated with the rental of instruments and damage caused.

What provisions do you make for emergency repair service?

What provisions do you make for loaner instruments?

Can you provide an annual preventative maintenance plan for school-owned brass/wind instruments? Please explain details if available:

Please explain or provide a copy of the insurance maintained for damage to instruments.

#### **Recruiting Support & Services:**

If support is requested by our beginning band & orchestra staff, please explain the philosophy, strategy, and plans your company can offer to assist and support in this process.

Please describe an ideal schedule for recruiting events including in-school and after-school needs for space and time requirements. Include suggestions for the process and expectations of beginning band & orchestra registration.

Please explain the unique advantages of your rental, maintenance and purchase programs and

how they benefit parents, students, and teachers.

Please explain in detail the provisions for protection (maintenance and replacement coverage) of rental instruments including any exclusions.

Explain how you feel your rental programs assist in retention of beginning students and low income students.

Please explain the (follow up) options offered for families unable to attend the beginning registration so all beginning students start at the same time.

### **Product Selection & Pricing:**

Please list and provide documentation for the instrument manufacturers you are authorized to represent:

Would you allow District staff to select which brands are offered to our students?

How many band instruments do you keep in stock? Please indicate if you have a standard formula that you follow (e.g. student instruments compared to step up instrument stock)

Explain the standard discount offered to our students involved in our program for music books, supplies and new instruments.

Please explain your procedure for ordering music and the discounts offered our District. Please also explain this for supplies/accessories.

Please explain the disbursement method of instruments to students (i.e., student pickup of instruments or delivery to the school).

Is print music available in your store?

Do you offer private lessons at your facility? If so, please list all instructor's names, years of service, areas of specialization, educational background, and pricing.

Please explain the cost and how your rental program works in regards to the annual leasing and maintenance of traditional band instruments (woodwind, brass, and percussion)?

Do you offer an online option for parents to order books, supplies, etc? Please describe any online rental options offered as well.

### **School Service Staff and General Questions:**

Please list the names of your school service representatives, their qualifications and education, and number of years they have been in your employment.

Please indicate the unique service advantages your website offers parents, students, and music staff to make participation in our music program easier.

Explain what you believe to be your company's greatest strength:

Explain what you believe to be your company's greatest weakness:

Does your company provide any educational opportunities for students and educators? If so, please explain in detail.

Please list at least five dates and times convenient for a visit of your facility in the next few weeks:

## **Section 2: Request for Supporting Documents**

Please attach the following information:

Complete list of districts your company services

Forms for Parents, including:

- Rental agreements
- Methods of payment
- Order form for supplies
- Instrument brand pricing for rental and purchase
- Promotional materials
- Repair service and price list for specific repair and cleaning

## EXHIBIT A

### CONTRACT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Board of Education of Glenview Community Consolidated School District No. 34, Cook County, Illinois (“Board”), and \_\_\_\_\_ (“Bidder”) (collectively referred here to as “the Parties”).

**WHEREAS**, the Board has requested proposals for qualified music instrument and service providers for the rental and service to musical instruments for students and families participating in the Board’s instrumental music program (“Musical Instrument Services”); and

**WHEREAS**, the Vendor has submitted a bid for the provision of Musical Instrument Services; and

**WHEREAS**, the Board desires to enter into this Agreement with the Vendor to provide Musical Instrument Services in accordance with the Board’s Request for Proposals and Vendor’s Proposal.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall commence as of [INSERT DATE], and shall terminate on [INSERT DATE +3 YEARS] (“Term”), unless terminated earlier as provided in this Agreement. The Board may terminate this Agreement for convenience at any time by providing written notice of termination to the Bidder. In the event that this Agreement is terminated, the Bidder shall only be entitled to fees for services provided up to the date of termination. In no event shall the Bidder be entitled to consequential or incidental damages or lost profits as a result of the termination of this Agreement.

2. **Services of Bidder.** During the Term of this Agreement, the Bidder shall provide services to the Board in accordance with the Request for Proposals and all terms and representations tendered to the Board in the Vendor’s response to the Request for Proposals for Musical Instrument Services. The Board shall use Vendor for Musical Instrument Services on a preferential basis in accordance with this Agreement, however, the Board is under no obligation to solely transact with Vendor with respect to Musical Instrument Services.

3. **Conflict of Terms.** In the event any term or provision of this Agreement conflicts with a term or provision of another, the term or provision of this Agreement then the Request for Proposals and any addenda shall prevail over all other documents.

4. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the provision of Music Services, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

5. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and



signed by each of them.

6. **Savings Clause.** In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the Parties hereunder shall cease and neither shall have recourse against the other.

7. **Compliance with Laws.** The Vendor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the provision of Music Services and this Agreement.

8. **Presence of Child Sex Offenders on School Property.** The Bidder acknowledges that pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Bidder shall ascertain that its employees are notified of this law and that said employees are directed to notify the Bidder if they have been convicted of a sex offense restricting their presence on school property. The contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from school property any persons, including, but not limited to, employees of the Bidder, who engage in conduct in violation of the law or a Board policy or in conduct otherwise disruptive to the education process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Bidder.

9. **Alcohol and Tobacco Use Prohibited.** In accordance with state and federal law and Board policy, the use of alcohol and any tobacco products on school property is prohibited.

10. **Right to Exclude.** The Board retains the sole right to exclude any employee of the Bidder for any reason at any time from school property.

11. **Illinois Use Tax.** As required by the Illinois *School Code* (105 ILCS 5/10-20.21), a condition of this Agreement is that the Contractor and its affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act*.

12. **Status of the Bidder.** Employees of the Vendor shall not be deemed to be employees of the Board, but shall remain employees of the Vendor.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**BOARD:**

**VENDOR:**

**BOARD OF EDUCATION OF  
GLENVIEW COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT NO. 34**

**By:**  
**Its: President**

**By:**  
**Its:**

**ATTEST:**

**By:**  
**Its: Secretary**

**By:**  
**Its:**