



PROCUREMENT

April 18, 2022

Dear Madam/Sir:

**REF: RFP 3089-2022 ASU Marching Band Instruments**

Subject specifications for **ASU RFP #3089-2022 ASU Marching Band Instruments** are forwarded for your consideration/bid proposal. Your "sealed bid/proposal" (i.e., in a sealed envelope/container) marked "**ASU RFP 3089-2022 DO NOT OPEN**" must reach the Procurement Department, P O Box 271, Montgomery, AL 36101-0271 (Mailing Address) or 1301 West Fifth Street (Physical Address) by **Tuesday, May 2, 2022 @ 11:00 A.M. (CST)**. **Late/Faxed/Emailed/Unsealed** bids will not be considered.

If you have any questions, please contact me at (334) 229-6997.

Respectfully,

Patricia Thomas, DM  
Director of Contracts and Acquisition

Attachments (RFP Specs – 13 pages)

**Please acknowledge receipt of specifications as soon as possible by Fax (334) 229-4954 or Email [pthomas@alasu.edu](mailto:pthomas@alasu.edu).**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

**ALABAMA  
STATE  
UNIVERSITY**

If not submitting a proposal, please provide reason. Thanks.

P.O. BOX 271

MONTGOMERY,

ALABAMA

36101-0271

334.229.4605

334.229.4406

334.229.5156

334.229.4954 FAX

www.alasu.edu

# **ALABAMA STATE UNIVERSITY**

**Request for Proposals  
3089-2022**

**ASU Marching Band Instruments**

**Issued by:**

Procurement Department  
Division of Business and Finance  
Alabama State University  
1301 West Fifth Street  
Montgomery, AL 36104

**REQUESTED BY  
ASU UNIVERSITY BAND DIRECTOR**

**ISSUED DATE:  
Monday, April 18, 2022**

**OPENING DATE  
May 2, 2022  
11:00 a.m. CST**

# ALABAMA STATE UNIVERSITY

## Procurement Department

(334)229-6997

(334)229-4954 Fax

Sealed proposals in original, subject to (1) the terms and conditions of the Request for Proposal, (2) the accompanying schedule, which is incorporated herein by reference and (3) such other contract provisions and specifications as are attached or incorporated by reference in the schedule, will be received at the above department until **Tuesday, May 2<sup>nd</sup>, 2022 at 11 a.m. CST**, at which time will be publicly opened for furnishing the supplies or services in the accompanying schedule, for delivery, f.o.b. Montgomery, AL 36104. **(Late/Faxed/Emailed/Unsealed Bids will not be accepted). Alabama State University is tax-exempt.**

In compliance with the above, the undersigned offers and agrees, if this proposal is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

### **Contact Information for Questions**

Any information provided by Alabama State University to any Vendor prior to the release of this Invitation to Bid, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the bid proposal to or with any employee of Alabama State University from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by **Alabama State University Procurement Department** in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to Alabama State University, Dr. Patricia Thomas, Director of Contracts and Acquisitions, Procurement Department, 1301 W. 5th Street, Montgomery, AL 36104 or [pthomas@alasu.edu](mailto:pthomas@alasu.edu).

### **Submittal of Questions**

Dr. Patricia Thomas, Director of Contracting and Acquisitions/Procurement Department, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries should be emailed to [pthomas@alasu.edu](mailto:pthomas@alasu.edu).

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the Request for Proposal which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

**Addenda:** All addenda will become part of this Request for Proposal and must be responded to by each Vendor. All addenda must be acknowledged in writing in the proposal submitted by the Vendor. This Request for Proposal, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

**Confidentiality of Documents:** Alabama State University considers all information, documentation and other materials requested to be submitted in response to this Request for Proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure.

## SCOPE OF SERVICES

Alabama State University is accepting proposals from qualified vendors to provide marching band instruments as prescribed by the below specifications:

### *Bid Specifications*

<b>ITEM</b>	<b>COLOR</b>	<b>QUANTITY</b>	<b>DETAILS</b>
Gemeinhardt Piccolo	Silver	10	
Selmer Alto Sax	Silver	20	
Selmer Bb Clarinet	Black	20	
Selmer Tenor Sax	Silver	04	
Conn 20k Sousaphone	Silver	15	
King Marching Mellophone	Silver	10	
Conn Professional Trombone	Silver	30	Large Shank
King Bb Marching Baritone	Silver	20	Large Shank
King Bb Marching Trumpet	Silver	20	Elevated Bell
Pearl Marching Bass Drum	Black	10	14" x 28"
Bass Drum Cover	Black	10	28"
Pearl Traditional Marching Snare Drum	Black	10	Hi Tension
Snare Drum Cover	Black	10	
Pearl Traditional Marching Tenor Drum	Black	08	Hi Tension
Tenor Drum Cover	Black	08	

**\*PLEASE NOTE: ALL INSTRUMENTS SHOULD HAVE A CASE.**

Total Bid Prices must include all products and any other associated cost. **Alabama State University is tax-exempt, exemption certificate will be provided upon award.** In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

**SCHEDULE OF DATES**

<b>Request for Proposal Issued Date</b>	<b>Monday, April 18, 2022</b>
<b>Pre-Award Conference</b>	<b>Thursday, April 21, 2022 @ 11:00 A.M CST</b> Pre-Award Conference for 3088-2022 (Instruments) Thursday, April 21 · 11:00 – 11:45am Google Meet joining info Video call link: <a href="https://meet.google.com/wju-zcuz-jkq">https://meet.google.com/wju-zcuz-jkq</a> Or dial: (US) +1 727-697-2155 PIN: 954 441 795#
<b>Questions from Vendors/Suppliers Received</b>	<b>Monday, April 25, 2022 no later than 4:00 P.M. CST</b>
<b>Addendum Issued (if applicable)</b>	<b>Wednesday, April 27, 2022</b>
<b>Bid Proposals Due and Opening</b>	<b>Tuesday, May 2, 2022 @ 11:00 A.M. CST</b>

**VENDOR'S INFORMATION**

**FEIN or SSN** \_\_\_\_\_ **Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Representative** \_\_\_\_\_ **Email** \_\_\_\_\_

**Telephone #** \_\_\_\_\_ **Toll Free #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT** - I have read the entire bid documents and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**CERTIFICATION PURSUANT TO ACT NUM. 2006-557:** Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local Sales, Use and/or Lease Tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557. They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Type or Print Signer's Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Sworn to and subscribed before me this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2022.**

**Notary's Signature** \_\_\_\_\_ **Date Notary Expires** \_\_\_\_\_  
**Must include Notary Seal**

1. **SCOPE:** This solicitation is for ASU Marching Band Instruments for Alabama State University. This is a one-time only contract.
  
2. **LICENSING:** \_\_\_\_\_ Applicable     Not Applicable  
 General contractors (persons, firms, or corporations) must show evidence of a state license before their bid is considered. **THE CURRENT LICENSE NUMBER MUST BE INCLUDED ON THE OUTSIDE OF THE SEALED ENVELOPE** in which the bid proposal is delivered; otherwise, the bid will be rejected/not considered. Also, a legible copy of the license shall be included with the bid.
  
3. **GENERAL CONTRACTOR:** \_\_\_\_\_ Applicable     Not Applicable  
 Section 34-8-1 (Chapter 8 of Title 34, Code of Alabama 1975, as amended), provides: “(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama. (b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter. (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.” Section 230-X-1-.17 provides "a license is required for the installation of machinery or equipment that becomes affixed to a structure.”
  
4. **FOREIGN CORPORATIONS (Out-of-State Firms):** Alabama law provides that a foreign corporation (out of-state company/firm) may not transact business in the State of Alabama until it obtains a certificate of authority from the Secretary of State. (Section 10-2B-15.01, Code of Alabama 1975). To obtain forms for a certificate of authority, contact the Secretary of State, Corporations Division. The certificate of authority does not keep the vendor from submitting a bid.
  
5. **MINORITY PARTICIPATION:** Provide any information with respect to your plans for utilization of minorities on this project and documentation which evidences your past utilization of minorities.
  
6. **OWNER:** Whenever the term "University" is used in these specifications it refers to Alabama State University.

7. **WITHDRAWAL:** Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
8. **BID OPENING and BID RESULTS:** Interested parties are invited to attend the bid opening. At the time fixed for the opening of the Bid, the contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative.
9. **EQUAL OR APPROVED EQUAL:** Where a definite material and/or item are specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather intended to set a definite standard. Bidders who intend to furnish another product as an equal to that specified, must submit with their bid current catalogs or brochures, including pictorials and sufficient specifications to support said claim of equality. Bids submitted with insufficient evidence to determine the claim of equal/better quality will be considered non-responsive. Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to vendor at no cost to the University.
10. **AWARD OF CONTRACT:** A. The contract will be awarded as soon as possible to the lowest Responsible Bidder provided his/her bid is reasonable and in the best interest of the University to accept. B. The University reserves the right to (1) Waive any informality in bids received when such waiver is in the interest of the University, (2) To accept any item in the bid unless otherwise specified by the University or the Bidder, (3) Award the contract by low bid on each item, low bid on all items, all or none, or products groups. C. The University reserves the right to reject any and all bids when such rejection is in the interest of the University, and to reject the bid of a bidder who is not in a position to perform the contract. The decision of the University on all such questions shall be final. In the event of any adverse decision by the University, no claim of any sort shall be made or allowed against the University.
11. **ACCEPTANCE AND PAYMENT:** Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.
12. **EXAMINATION OF BID DOCUMENTS:** Each bidder shall examine bid documents carefully and shall make written request to the ASU Purchasing Office for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Purchasing Office. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.
13. **NON-COLLUSION AFFIDAVIT:** Section 41-16-25 provides: "Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void.



14. **DISCLOSURE STATEMENT:** The successful bidder will be required to file with ASU Procurement Department a **STATE OF ALABAMA VENDOR DISCLOSURE STATEMENT** of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a purchase order by the University.
15. **DEFAULT OF CONTRACTOR:** Where the University determines the contractor to be in default, the University reserves the right to purchase any or all products or Services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.
16. **DELIVERY:** Upon agreement and acceptance of contract.
17. Before commencing work, the Contractor shall secure any/all necessary permits, and shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type project.
18. Contractor shall assume all liability for and shall indemnify and save harmless, the University from all damages and liability for injury to any person, and injury to or destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either, occurring on or about the work site during the term of the contract or any extension thereof.

**RETURN SEALED BID PLUS TWO COPIES TO:**

**Via Regular Mail**

Alabama State University  
Procurement Department  
**ASU Bid #3089-2022-Do Not Open**  
PO Box 271  
Montgomery, AL 36101-0271

**Via Courier**

Alabama State University  
Procurement Department  
**ASU Bid #3089-2022-Do Not Open**  
1301 West 5th Street  
Montgomery, AL 36104

## CONTRACTOR QUALIFICATIONS

In order to qualify as a responsible bidder it must be documented that your firm is capable of satisfactorily complying with the terms, conditions and specifications of this RFPs. Qualified bidder must have at least 3 years of experience in marching band instruments. The following information must be provided in order for the University to make an informed decision regarding your firm's capabilities. Your signature certifies under oath the truth and correctness of all statements and all answers provided in this RFPs document.

Submitted by

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

( ) Corporation ( ) Partnership ( ) Individual ( ) Joint Venture ( ) Other \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

1. How many years has your organization been in business as a service contractor? \_\_\_\_\_

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

3. If a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Vice President(s): \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

4. Date of Organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_ (such as general or limited)

5. Name and address of all partners: (Note: Attach separate sheets as required)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. If other than a corporation or partnership, describe organization and name principals:

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7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

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8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a service contracts? \_\_\_\_\_ If so, state circumstances:

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9. List major marching band instruments contracts your organization has had under contract within the past twelve (12) months. Attach additional pages if necessary. The marching band instruments contract must provide evidence that **other schools or facilities are comparable with the contract being evaluated by ASU.**

Contract One	
<b>Client Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
Brief Description of Project	

Contract One	
<b>Client Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
Brief Description of Project	

Contract One	
<b>Client Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
Brief Description of Project	

10. List major service contracts your organization has had in the **last five years**. Attach additional pages if necessary.

Provide a description of marching band instruments that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address.

Contract One	
<b>Client Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
Brief Description of Project	

<b>Contract Two</b>	
<b>Client Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
<b>Brief Description of Project</b>	

<b>Contract Three</b>	
<b>Client Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
<b>Brief Description of Project</b>	

## EVALUATION

### Evaluation Matrix

To insure that all RFPs are fairly evaluated, scored and ranked, it is very important that the RFPs are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

The University shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The University's decisions will be final.

### EVALUATION CRITERIA

**Point System:** All proposals will be evaluated on the following point scale.

• <b>Scope of Services</b>	<b>25 Points</b>
• <b>Experience, Services and Support</b>	<b>25 Points</b>
• <b>Product Quality</b>	<b>25 Points</b>
• <b>Cost/Proposed Fee Schedule</b>	<b>25 Points</b>
<b>Total Written Proposal</b>	<b>100 Points</b>