



## ELMORE COUNTY BOARD OF EDUCATION

---

100 H.H. Robison  
P.O. Box 817  
Wetumpka, AL 36092

Phone: 334-567-1200  
Fax: 334-567-1405

Richard E. Dennis, Superintendent  
Jason M. Mann, CSFO

June 28, 2022

### Invitation to Bid #22-023

Sealed bids will be received by Mr. Richard Dennis, Superintendent, Elmore County Board of Education, 100 H. H. Robison Drive, Wetumpka, AL 36092 until

**Friday, July 8, 2022, at 10 a.m.**

*at which time the bids will be opened and read publicly for purchase and delivery of:*

### Band instruments, accessories, and supplies

Return entire completed proposal: Mr. Richard Dennis, Superintendent  
Elmore County Board of Education  
100 H. H. Robison Drive  
Wetumpka, AL 36092

It is the responsibility of the prospective bidder to make certain that the bids are received in the Central Office before the scheduled bid opening. Any bids received after the designated date and time will not be considered. Bidder must use this form and return in its entirety. Do not return sheets which are "No Bid."

The outside of your bid envelope must be marked with the company name and bid number. **Bid envelopes missing this information will not be accepted and opened.**

For additional information related to the bid process:  
Jason Mann, Chief School Financial Officer | Phone: 334-567-1200

For additional information related to the instruments/accessories/supplies:  
Celeste Tilley, Federal Programs Director | Phone: 334-514-2810

*Every student empowered. Every student succeeds.*

---

#### BOARD MEMBERS

Michael Morgan-Chairman   Dale Bain-Vice Chairman   Leisa Finley   Joey Holley   David Jones   Wendell Saxon   Brian Ward

Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:

## SECTION I – GENERAL INFORMATION

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of deliver (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid.
2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.
3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Elmore County Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the Satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board. All potential vendors must disclose eligibility to bid on the project. Complete enclosed Certificate of Eligibility.
4. **Insurance Requirements:** Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverages(s) to be specified in the invitation.
5. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. When applicable, bidder shall satisfy request within seven (7) days. Failure to provide sample as requested will result in rejection of the product for award consideration. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Elmore County Board of Education will dispose of the product. Pictures, descriptions, and other explanatory documents and materials are encouraged and may be submitted with the bid.
6. **Discretion to Reject Bid:** The Elmore County Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.
7. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature

of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. The Board or its agents will be the sole party responsible for determining equal or better bids.

8. **Taxes:** The Elmore County Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied for assessed by reason of the transaction.
  - a. **Notice of Sales & Use Tax Exemption:** Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2000-684 (effective October 1, 2000). The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Owner shall not consider claims for additional costs resultant of the Contractor's, or its subcontractors', failure to comply with such rules and regulations.
9. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Elmore County Board of Education.
10. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Elmore County Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.
11. **Smoke Free Policy:** All Elmore County Board facilities and offices are smoke free environments. All potential and successful bidders must abide by this policy.
12. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
  - a. Failure to mark envelope as required.
  - b. Failure to sign bid document on any signature line.
  - c. Failure to include requested information, e.g. deviations.
  - d. Excessive errors.
  - e. Failure to include bid bond, if required.
  - f. Failure to have an original signature on the bid form; a faxed copy is not acceptable.
  - g. Failure to attend the pre-bid meeting, if required.
13. **Waive Informality, Technicality, or Irregularity:** The Elmore County Board of Education, or its Agent, shall have the right to waive any informality, technicality, or irregularity.
14. **Termination of Contract:** The Elmore County Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the terms of the contract; (2) Failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) Misrepresentation by the vendor; (4) Fraud, collusion,

conspiracy, or other unlawful means of obtaining any contract with the state; (5) Conflict of contract provisions with constitutional statutory provisions by state or federal law; (6) Substantial change in the financial or economic condition of the Elmore County Board of Education; (7) Failure to resolve billing issues in a timely manner; and (8) Any other breach of contract. If the contract is terminated the contract may be awarded to the next lowest responsible bidder.

15. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of vendor.
16. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.
17. **Immigration Law:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of the provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
18. **Vendor Guidelines:** All vendors doing business with the Elmore County Schools are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Elmore County Schools when returning your proposal.
19. **Pricing:** Vendor agrees that the Elmore County Board of Education will be charged no more for item(s) bid than the State of Alabama or P.A.C.A. contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the "Invitation" and must be submitted thirty days prior to contract expiration date. Notification and documentation of increase shall be submitted to Elmore County Finance Department for approval. Contract renewal/extension will constitute acceptance of price increases. No additional charges/surcharges allowed other than pricing specified within the bid document.
20. **Alternative Purchasing:** The Elmore County Board of Education reserves the right to purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.
21. **Compliance with Bonding Requirements:** Under the Alabama Bid Law it is at the owners' discretion whether or not to ask for bonding requirements for any contract exceeding \$10,000.00. Therefore, bidder is not required to submit bonding with their proposal.
22. **Audit:** For the purpose of verifying pricing, the successful bidder must agree to allow the Elmore County Board of Education to audit related records with 72 hour notice.
23. **Pending Legal Actions:** Disclose all past or present legal actions or party to all legal actions involved in for this service or product. Failure of accurate disclosure may result in bidder being disqualified.

## SECTION II – GENERAL CONDITIONS

### INSURANCE

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operation under this contract. Insurance will be written by companies authorized to do business in Elmore County, Alabama, and shall include Elmore County, Alabama, as an Added Additional Insured by Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) days(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

#### Insurance Minimum Coverage

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Finance Department before beginning work with the County.

##### General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form property damage and personal injury.

##### Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

##### Workers Compensation and Employers Liability

\$100,000 – Limit each occurrence

##### Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 - Aggregate

### PROPOSAL INSTRUCTIONS

In order to facilitate the analysis of responses to this bid, Bidders are required to prepare their responses in accordance with the instructions outlined in this section. Responses not complying with this format may be considered non-responsive and may be removed from consideration on this basis. All costs incurred by the Bidder in preparing the response or costs incurred in any other manner by the Bidder with regard to this bid will be wholly the responsibility of the bidder. All responses, materials, supporting materials, correspondence and documents submitted by the Bidder become the property of Elmore County and will not be returned.

## **VENDOR'S COSTS**

Costs for developing responses are entirely the responsibility of the Vendor and shall not be chargeable to Elmore County Schools. Responses should be prepared as simply as possible and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirement of the bid. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

All bidders submitting proposals for labor or product should attach the nature, extent, and conditions of all warranties. Bidder should have a minimum of \$1,000,000 liability insurance.

The quality and grade of all products and services provided by low bidder shall meet all local, state, and federal requirements and inspection/building codes and tests, including, but not limited to Americans with Disabilities Act, ADEM, OSHA, Fire & Safety, EPA, and Health Department.

By submitting a proposal, the contractor declares that neither he nor any of his employees, agents, intended suppliers, or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the owner, his employees or agents, including the engineers, in preparing the proposal, and that the entire proposal is based solely upon the construction documents bound herein together with any properly issued written addenda and not upon any other written representation.

## **MINIMUM QUALIFICATIONS**

Successful bidder shall have a minimum of three (3) years providing services of similar size, nature, and complexity to that specified and experience doing business under the same firm name in which the bids are submitted. Joint venture contracts will not be considered.

**Overview.** The purpose of this "Invitation to Bid" is to establish a contract for the purchase and deliver of band instruments, accessories, and supplies as outlined within this contract. Bidder must bid on and be able to provide all core items, in addition it is desirable for the vendor to have a suitable selection of related non-specified similar or related instruments.'

**Award.** The following criteria will be used in evaluating and awarding this bid: 1) the general criteria for awarding bids, as include in Section I – General Information; 2) the total cost for purchase and delivery of the indicated items within each group. Each group will be awarded individually; however, you must bid on all items within each group in order to be awarded any part of the bid. The Board reserves the right to reject or exclude any group or item from award, if necessary.

**Prior to award, the apparent low bidder will be researched through Sam.gov.**

**Contract Period.** The contract pricing submitted must be effective for one year with an option to renew up to four additional years under same terms and conditions with written agreement between both parties.

**Price Adjustments.** Prices submitted must be honored for the initial term of the contract. Annual increases or decreases in unit prices for any products included on this bid as either a core item or a non-specified instrument will be limited to the vendor's actual cost increase or decrease with a maximum annual increase of no more than 5%. Any price increase request must be made in writing, supported by

proper documentation from the manufacturer and must be received for consideration by the Finance Department at least 60 days prior to the annual expiration date.

Any price increase must be based on the new prevailing manufacturer's selling price for the specific product, and must be consistent for the manufacturer's general increase for all accounts. In the absence of proper documentation supporting a price increase, prices will remain the same as the previous year's prices.

**Compliance.** In the event the lowest bidder refuses to accept all the requirements set forth in this bid without deviation, that bid will then be considered as non-respondent. In this case, the award of this contract will be rescinded with the new award going to the next low bidder meeting specifications.

**Quantities.** Quantities are unknown. Schools will purchase as needed throughout the contract period. The Elmore County Board of Education does not obligate itself to purchase instruments indicated, but the price offered per item must be allowed throughout the contract period.

**Continuance of Contract.** The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract, the contract shall terminate on the date when funds are no longer available.

**Substitution.** The item, manufacturers, or brands listed in this Invitation to Bid have proven to be of a grade, quality, and availability which are acceptable to the Elmore County Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.

**Conformity to Specifications.** It is acknowledged that all manufacturers have design differences and that no two products are designed identically. Therefore, products will be evaluated based on the overall quality or design, the quality of materials, the integrity of the construction system, as well as functionality and conformity to the intended application.

**Other Non-specified Instruments/Supplies/Accessories.** The Elmore County Board of Education has attempted to identify a good variety of products within each group that would be acceptable and useful to our schools. However, the Board, through this Invitation to Bid reserves the right to purchase additional non-specified similar items from the successful bidder as the need arises. For the non-specified items, bidders should indicate the % discount off list price that will be offered on the non-specified items.

The purpose of identifying the % discount off list price is to allow the Elmore County Board of Education to buy from this bid like or similar, non-specified items that may not have been identified in the original Invitation to Bid or that may not be readily available from the low bidder for that group of items.

**Product Evaluation.** Bidder will deliver, upon request, a sample of each item on which he has bid for evaluation within 7 days of request. Failure to provide the sample(s) within this time frame will result in rejection of the product from award consideration.

**Unsatisfactory Product.** After the award of the bid, on the rare occasion when a substituted product submitted as an equal does not meet expectations for a significant number of schools, bidder must replace this item with one found to be satisfactory. Failure to provide a satisfactory substitute will be sufficient reason to terminate this contract.

**Warranties.** Attach a copy of all warranties for the product submitted. Said warranties shall become a part of your bid.

**Assistance.** Successful bidder must provide assistance in the preparation of the next bid by providing relevant about the current bid including, but not limited to, quantities, products, sales volume, etc.

**Discontinued Items.** In the event the model or item specified is discontinued, replaced, or can otherwise no longer be acquired, the bidder should submit the generally accepted replacement model or item at the same bid price. Such substitutes should be acknowledged and identified with appropriate model or item numbers. Delivery requirement: Items will be ordered and shall be delivered directly to each of the approximately 15 Elmore County Schools and facilities. Shipping charges shall be included in prices for all items. Any exception where shipping charges are not included must be approved by the facility administrator prior to shipment. Orders placed on the contract from the core list will require delivery as expeditiously as possible, but within 30 business days after receipt of order, unless granted an extension for a reasonable period of time.

**Service Requirement.** During the standard manufacturer's warranty period (minimum one year), the successful bidder must provide an onsite response to service claims within five (5) working days of notice. By submitting and receiving the award of this bid, the successful bidder agrees to abide by terms outlined in SERVICE REQUIREMENTS of the Invitation to Bid. Failure to provide service as required is sufficient reason to terminate this contract. On warranty items there shall be no cost (shipping, etc.) to the Elmore County Board of Education.

**Penalty.** The Elmore County Board of Education reserves the right to terminate this contract on 30 days written notice to the successful bidder(s). Factors to be considered in termination of this contract will include, but may not be limited to: 1) deliveries not made as specified; 2) non-core product or a product submitted as an equal fails to perform as expected resulting in a significant number of schools being dissatisfied; 3) billing issues cannot be resolved in a satisfactory and timely manner; and/or 4) pricing becomes inconsistent with industry standard or other pricing benchmarks, e.g., State Contract, PACA contract, et. If this occurs, the contract may be awarded to the next lowest responsible bidder. Should the 30-day termination clause be activated, vendor agrees to pick up all unopened designated items and provide credit for these items. The contract may then be awarded to the next lowest responsible bidder. The terminated vendor may then be determined as a non-responsive bidder, thereby forfeiting their right to bid on future projects.

## **ORDERING/PAYMENT PROCEDURES**

### **Orders**

- All orders must be initiated with a purchase order.
- Purchase orders may be mailed, emailed, or faxed.
- No backorders allowed, as specified on purchase order.
- Invoice the Elmore County Board of Education.
- Vendors will have measures in place to prevent duplication of orders.



- Vendor is expressly prohibited from the exchange of goods without approval of the Chief School Financial Officer.
- Return of goods to suppliers should be adequately controlled by the issuance of a credit memorandum sent to the Elmore County Board of Education.

**Payment.** It is customary that payment terms will be net 30 days from invoice date. However, because of certain down times, such as Christmas holidays, fall and spring breaks, and summer vacation, occasionally 45 days from invoice date will be necessary to process payment. Vendor will be responsible for disclosing in their bid their acceptance of these terms.

Checks will be mailed to the address furnished by the vendor and cannot be picked up at the Central Office except as approved by the Chief School Financial Officer.

Any issues with collection of payment should be addressed to the Accounts Payable Specialist at 334-567-1200. By submitting a signed proposal for this bid, vendor is acknowledging acceptance of these ordering/payment procedures.

---

Authorized Signature

---

Date

## QUOTE FORM – Excel Sheet Unit Pricing (separate file)

**Description:** Band instruments, accessories, and supplies for Elmore County Schools – as specified or equal specifications

Delivery date from issuance of purchase order \_\_\_\_\_

% discount for non-specified items: \_\_\_\_\_% (refer to page 7)

**All instruments, accessories, and/or supplies should be delivered 25-35 days after receiving a purchase order, unless otherwise approved by the Federal Programs Director. Failure to provide delivery as required is sufficient reason to terminate this contract.**

**BONDING REQUIREMENT: Bid bond not required.**

This Invitation to Bid shall not be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

- ☐ Meeting the exact specifications  
☐ As an equal or better to the stated specifications

### IDENTIFICATION

If Elmore County Business Licenses were issued to your company for the past twelve (12) months, please provide number(s): \_\_\_\_\_ Vendor's Federal I.D. Number \_\_\_\_\_

Company address \_\_\_\_\_

I certify that \_\_\_\_\_ (Company name) has ☐ or has not ☐ been in operation for at least one year at location(s) zoned for the type of business conducted by my company at the address stated above.

---

**If bidder is not from the Tri-County area (Elmore-Autauga-Montgomery counties), bidder should indicate, in detail, their plan for providing service should they receive the award.**

All bidders should have verifiable projects of similar function, size, and complexity. Bidders must furnish a sales/service representative to handle all details of order or subsequent service. Bidder is to provide the name, address, and phone number of the representative who will be handling the order and any necessary service or warranty claims.

Sales/Service Representative \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

## CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Organization Name \_\_\_\_\_

Address \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

_____	_____	_____
Authorized Signature	Title	Date

## CERTIFICATION OF NON-COLLUSION

The bidder certifies the following to be true:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.
- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder, or competitor.
- There has not been nor will there be any attempt to induce other persons, corporations, or partnerships to be involved in or to refrain from involvement in the bid process.
- The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer if violations occur.

Organization Submitting Bid \_\_\_\_\_ Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

## CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for the Elmore County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

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

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_ Telephone \_\_\_\_\_

## DEVIATION FORM

In the event the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying the bid meet all specifications.

If deviations are found on said sample, and not listed, the bidder may be disqualified.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED IN THIS DEVIATION FORM.  
FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

Organization Submitting Bid \_\_\_\_\_ Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_