October 6, 2022

To Whom It May Concern:

RE: Invitation to Bid: **Bid No. 2023-0001 Band Instruments**

In compliance with the Alabama Bid Law, Act 2009-760, Alabama Legislature Session 2009, Gulf Shores City Board of Education will be receiving sealed proposals for the above referenced service according to the attached bid form. Sealed bids must be received at the Central Office by 11:00 AM, October 27, 2022. The official bid specifications and bid forms are enclosed.

Gulf Shores City Board of Education reserves the right to reject any and all bids. All bids are subject to board approval.

Thank you for your interest in providing these services.

Any questions concerning bid specs will need to be directed to William Mixon, Band Director. wmixon@gsboe.org.

Sincerely,

Chad Green

Chad Green
Chief School Financial Officer

INVITATION TO BID

BID # 2023-0001 Band Instruments

The Gulf Shores City Board of Education is now accepting sealed bids from vendors for the purchase band instruments. This bid is for a complete delivery to the Gulf Shores City Board of Education Office located in Gulf Shores, Alabama 36542.

Bids will be received by the Gulf Shores City Board of Education at its Central Office at 300 East 16th Ave, Gulf Shores, Alabama until 11:00 AM, October 27, 2022, at which time they will be publicly opened and read. The results of the bid will be presented to the Board at its next scheduled meeting for action.

The outside of the sealed bid must be clearly marked "**BID # 2023-0001 Band Instruments**". The Gulf Shores City Board of Education reserves the right to reject any and all bids or parts of bids. Payment will be made through normal Board procedures.

I. GENERAL INFORMATION

(A) All bidders must use our form for submitting their bid.
(B) All bids must be sealed and marked in the lower left-hand corner "BID 2023-0001 Band Instruments". Late bids will not be opened.
(C) Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
(D) Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
(E) Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

II. 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 the bid document.
(C) Failure to include requested information or other details of the bid.
(D) Excessive errors.
(E) Failure to have an original signature on the bid form, a faxed copy is not acceptable.

III. METHOD OF AWARD

(A) The award will be made to the lowest responsible bidder(s) meeting specifications. It is not the policy of the Gulf Shores City Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.
(B) In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
(C) In the event that two or more vendors bid the same amount on the same item, dealership proximity to the Gulf Shores City Board of Education will determine the vendor awarded that item.
(D) The Gulf Shores City Board of Education reserves the right to award separate contracts for each item, each product, or any combination of products, if the Board feels it is in the best interest of the Gulf Shores City Board of Education.

IV. CONTRACT PERIOD/PRICING

(A) If other State, Federal or Local Funds become available, the Board may elect to purchase additional band instruments sets from this bid.
(B) Bid prices should be good for 90 days. Effective date of bid will begin immediately after being awarded.
(D Prices should include delivery to Gulf Shores, Alabama

V. QUANTITIES/ORDERS/DELIVERIES

(A) The original Purchase Order will be placed after Board approval of the bid award for approximately:

- **5x Concert Tubas with Case**
  Eastman EBB 534S Silver Plated

- **3x Concert Euphoniums with Case**
  Eastman EEP826S Silver Plated

- **5x Marching Baritone with Case**
  King Ultimate Pro 1127S Silver Plated

- **5x Mellophone with Case**
  King Ultimate Pro 1121S Silver Plated

- **5x Sousaphone with Case**
  King 2350S Silver Plated

- **Delivery includes packaging removal and disposal**

- **Assembly included in price**

GULF SHORES CITY BOARD OF EDUCATION

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department of Education.

BID NO. _____

VENDOR NAME: _____

ADDRESS _____

PHONE # _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: _____YES _____NO

IS THE COMPANY OWNED BY: _____MALE _____FEMALE _____BOTH

IS THE COMPANY INCORPORATED: _____YES _____NO

ETHNICITY OF OWNERSHIP:

_____ASIAN AMERICAN
_____AMERICAN INDIAN
_____BLACK
_____DISABLED
_____HISPANIC
_____OTHER (PLEASE SPECIFY):_____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Requirements of Vendors for Compliance with the
Alabama Immigration Law

A condition for the award of a contract, bid or grant with Gulf Shores City School System Board of Education (the Board) requires that all such awarded contractors, vendors or grantees employing one or more employees in Alabama utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors and grantees to which a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.

If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. Submit to the Board a copy of your E-Verify Memorandum of Understanding. If required to comply and you are not registered, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. http://www.uscis.gov/portal/site/uscis. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested *E-Verify Memorandum of Understanding.* This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
3. Execute and submit to the Board the attached *Alabama Immigration Law Compliance Law Contract in the attached "Notice"* form provided.

Please submit a W-9 Form, a copy of your E-Verify Memorandum of Understanding and a signed copy of the attached Notice of Compliance Contract along with your bid documents.

Sincerely,

Chad Green

Chad Green
Chief School Financial Officer

Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with Gulf Shores City School System Board of Education

As a Contractor, as defined in the Act, to the GULF SHORES CITY SCHOOLS BOARD OF EDUCATION ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the Board as a result of a competitive bid process from this point forward with a contractor will contain the following clause or one substantially similar:

> **Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. ***By signing this conract, 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 this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.***
>
> Contractor shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall submit to the Board a copy of the e-Verify Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

_____

Contractor Officer or Owner Signature/Date

_____

Print Name/Title/Company

Please execute and return to Gulf Shores City Schools Board of Education.

GULF SHORES CITY BOARD OF EDUCATION
BID NO. 2023-0001
BAND INSTRUMENTS

I Intent to Bid

The intent of this bid is to establish a contract between the Board and bidder for providing band instruments described herein.

II Qualifications of Bidders

Any person, firm, or corporation submitting a bid must be the manufacturer's authorized sales and service agent for the items quoted. Bids will be accepted only from firms engaged on a full time basis as a provider of the supplies described.

Bids will be accepted only from vendors who are the manufacturer's authorized sales and service agent for the product offered, who are authorized and qualified to conduct business in Alabama, and whose existing factory authorized sales and service area of responsibility includes Gulf Shores, Alabama. Each specification requires a complete response, not simply a "manufacturer's standard."

III Requirements of Bidders

A. All bidders must complete the listed specifications.

B. Successful bidder will be responsible for any and all damages prior to receiving.

C. All prices submitted on this proposal are to be delivered prices to the board office at 300 East 16th Ave., Gulf Shores, Alabama.

D. Delivered prices should include delivery, packaging removal and disposal and assembly of band instruments.

E. Items make and model must be exact.

F. Vendor must provide onsite repair technician on a weekly basis at no additional cost. The vendor agrees to provide transportation to the school and will not bill the school for mileage or any other travel expenditures.

G. Vendor must me a certified repair facility for manufacturer.

H. Bid prices should not include sales tax. Tax exemption certificates

I. Successful bidder shall contact the Board of Education office to schedule delivery.

IV Method of Award

A. The method of award will be based on the bidder that has the lowest unit base price plus any and all options as selected by the Board of Education. The Board of Education reserves the right to reject any and all bids.

B. The Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.

C. In the event the low bidder refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.

V Proposal Form and Information Required at Bid Opening

A. The proposal form which accompanies this bid request must be filled out legibly and in full. Failure to provide all information requested will absolutely disqualify a bidder from consideration.

B. Costs are not to exceed two (2) decimal places.

VI Terms of Payment

A. It is the intent of the Board of Education to pay all invoices within thirty (30) days of receipt. Should a dispute result regarding quality, terms etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices.

B. The above stated terms of payment are the only terms which the Board will consider. Any bid which does not comply with our stated terms will not be considered for award.

VII Bid Specifications- (ITEM MAKE AND MODEL MUST MATCH)

A. 5x Concert Tubas with Case
Eastman EBB 534S Silver Plated

B. 3x Concert Euphoniums with Case
Eastman EEP826S Silver Plated

C. 5x Marching Baritone with Case
King Ultimate Pro 1127S Silver Plated

D. 5x Mellophone with Case
King Ultimate Pro 1121S Silver Plated

E. 5x Sousaphone with Case
King 2350S Silver Plated

F. Delivered prices should include delivery, packaging removal and disposal and assembly of band instruments.

G. Vendor must provide onsite repair technician on a weekly basis at no additional cost. The vendor agrees to provide transportation to the school and will not bill the school for mileage or any other travel expenditures.

H. Vendor must me a certified repair facility for manufacturer.

I. Vendor must provide 3 letters of recommendations from school systems.

GULF SHORES CITY BOARD OF EDUCATION
BAND INSTRUMENTS PURCHASE
Bid Pricing Sheet

Band Instruments:

Description	Cost Per Unit	Total Cost
5x Concert Tubas with Case Eastman EBB 534S Silver Plated	_____	_____
3x Concert Euphoniums with Case Eastman EEP826S Silver Plated	_____	_____
5x Marching Baritone with Case King Ultimate Pro 1127S Silver Plated	_____	_____
5x Mellophone with Case King Ultimate Pro 1121S Silver Plated	_____	_____
5x Sousaphone with Case King 2350S Silver Plated	_____	_____
Delivery, packaging removal And disposal and assembly	_____	_____
Total	_____	_____

Legal Name of Vendor: _____

Mailing Address: _____

_____

Telephone Number: _____ E Mail: _____

Authorized Signature: _____

Authorized Name (Typed or Printed) _____

Date: _____