

Purchasing Department
P. O. Box 1827
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

SHIPPING/MAILING FOR BIDS

SPECIAL DIRECTIONS:

(1) SHIPPING ADDRESS VIA FedEx, DHL or AIRBORNE EXPRESS

Alabama A&M University
Purchasing Department
4900 Meridian Street
Room 305 L.R. Patton Hall
Huntsville, AL 35810

(2) United States Postal Service

Purchasing Department
Alabama A&M University
~~Box 1827~~ Rm. 305 Patton Hall
Normal, AL 35762

Must ensure that mailed bids are received by 2 p.m. deadline



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

SPECIAL DIRECTIONS:

Vendors may utilize their quotation forms to itemize the bid quote. However, Alabama A&M University Bid Forms must be completed and returned as part of the bid quote.

The bidder may quote on any or all items since the university reserves the right to make the award by line item or by total package.

Reference to manufactures, suppliers, catalog numbers, etc. is intended to set quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items shall state the brand and number or level of quality.

Alabama A&M University will be sole judge of equal items bid.

All bidders must send descriptive literature and/or manufacturer's specifications, along with any supplemental addition specifications necessary to compare the item bid on with the requirements set forth in the bid form.

All bids must be submitted with the bid number and opening date indicated on the envelope. All bids must be submitted within a sealed package. Otherwise, alternative bids will not be considered.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Bid Bonds

It is required for any contract exceeding \$10,000, that the bidder submits with his or her bid a Bid Bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid or not to exceed \$10,000. Bids Bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit or U.S. treasury notes in lieu of a bid bond. No personal checks or company checks will be accepted. It is at the buyer's discretion on whether or not to require Bid Bonds for all other bids. **If Bid Bonds are not included the bidder's results will not be considered.**

Bid Bonds remains in effect until the service or job is completed.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Effective immediately, this notice shall be included in all Invitation to Bid (ITBs) to provide labor, supplies, or services for Alabama A&M University pursuant to contracts which are required by law to be publically bid.

NOTICE (ITB)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act NO. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* as amended (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with Alabama A&M University (the "University"). As a condition for the award of a contract which is required by law to be publically bid, and as a term and condition of the contract with the University, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, of the documentation established that the business entity or employer is enrolled in the E-Verify program. A response to this ITB which does not include the required proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.

In addition to providing proof of E-Verify enrollment, contractor must agree to the following clause which must be included any contract which is awarded through the bud process.

"By signing this contract, the contracting parties affirm, for the duration of this 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."

The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with this Act, and the contracting business entity or employer shall maintain records that are available upon by the university, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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 acknowledges that the awarding authority may declare the contract void if the certification is false.

Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190, as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
POST OFFICE BOX 1627
305 PATTON HALL
NORMAL, ALABAMA 35762
TELEPHONE: (256) 372-5227

DATE
6/9/2016

BID NUMBER
2k16-09B

RESPONSE DUE BY

6/20/2016

2:00 P.M.

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

REQUEST FOR FORMAL BID

CONTACT Jeffrey Robinson

PHONE 256-372-5227

WHEN USING FEDEX, UPS, OR ANY EXPRESS
PACKAGING/SHIPPING, THE BID NUMBER MUST
BE CLEARLY PRINTED ON THE AIR BILL.

VENDOR NO.

V
E
N
D
O
R

Washington Music Center
11151 Veirs Mill Road
Wheaton, MD 20902
301-946-8808
301-946-0487 fax
bids@chucklelevins.com

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL
BIDS AND RELATED CORRESPONDENCE

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	6		King Marching Euphoniums K129SP (Silver)	2007.00	12042.00
	5		King Marching Mellophones K1121 (Silver)	1321.00	6605.00
	1	1308	Knilling Bucharest String Bass -2819	1955.00	1955.00
	1		Pearl Concert Snare Drum PHA1450	505.00	505.00
	1		Yamaha Oboe 831 YOB831	4688.00	4688.00
	2		Pro Tech Soft Tuba Cases C241	205.00	410.00

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.

I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL

26205.00

SIGNATURE

COMPANY REPRESENTATIVE

DATE

6/15/16

An affirmative action/equal opportunity institution

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

F.O.B. Point	TERMS <i>NET 30</i>	WARRANTY <i>MANUFACTURE</i>
AAMU DESTINATION ESTIMATED DELIVERY <i>30-45 DAYS ARO</i>	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL <i>9/20/16</i>

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 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 acknowledges that the awarding authority may declare the contract void if the certification is false.

Washington Music Center
COMPANY NAME (TYPE OR PRINT)

301-946-8808
TELEPHONE NUMBER

John Przygocki
SIGNER'S NAME (TYPE OR PRINT)

301-946-0487
FAX NUMBER

[Signature]
SIGNATURE

6/15/16
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Bid Number: 2k16-09B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
K1129SP	6		KING MATCHBOX EUPHONIUM	2007.00	12042.00
1121SP	5		KING MATCHING MELLOPHONES	1321.00	6605.00
1308	1		3/4 BASS KRELLING-BUCHAREST	1955.00	1955.00
PH1450	1		PEARL CONCERT SNARE	505.00	505.00
Y00831	1		YAMAHA OBOE	4688.00	4688.00
C241	2		PRO TECH SOFT CASES TUBA	205.00	410.00

Grand Total:

26205.00

FOB Point: <u>DESTINATION</u>	Terms: <u>NET 30</u>	Warranty: <u>MANUFACTURE</u>
Estimated Delivery:	Your Reference No.: <u>2K16-09B</u>	Quotation Effective Until: <u>9/20/16</u>

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed

Vendor Name

Date

By

John Presgrove

WASHINGTON MUSIC CENTER

Washington Music Center
11151 Veirs Mill Road
Wheaton, MD 20902
301-946-8808
301-946-0487 fax
bids@chucklevins.com



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Bid Number: N/A

Bus Passenger Capacity:

Bus Passenger Quoted:

Model: _____
Year

Brand Name

FOB Point:	TERMS:	WARRANTY:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until:

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated.

Signed: _____
VENDOR NAME DATE

Washington Music Center
11151 Veirs Mill Road
Wheaton, MD 20902
301-946-8808
301-946-0487 fax
bids@chucklelevins.com

By: _____

Federal Motor Carrier Safety Form

As a requirement of the University, provide all the following information:

1. USDOT number: _____

2. Current USDOT safety rating: _____

ATTACH TO THIS FORM

3. Date the company's last compliance review: _____

ATTACH TO THIS FORM

4. Company must be authorized to transport passengers for hire. _____

5. Company must have current insurance in force. _____

6. Company must have record of regulatory violations and roadside out-of-service violations, with a comparison to national averages _____

ATTACH TO THIS FORM

7. Company must provide highway crash history _____

ATTACH TO THIS FORM

8. Driver must have a current commercial driver's license (CDL) with a passenger endorsement _____

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT THE TIME OF PICK UP

9. Driver must have a valid medical certificate _____

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT EACH TIME OF PICK UP

10. Company must have a driver drug and alcohol testing program that complies with U.S. dot regulations. _____

11. If your trips are not completed within the legal limit of 10 driving hours, company must agree that there will be a second driver or overnight rest stop scheduled to legally complete the trip _____

12. Company must have its buses inspected annually. Provide documentation of by whom required _____

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT THE TIME OF PICK UP

13. Company must have the required \$5 million of public liability insurance: _____

14. Does the company subcontract with others for equipment and/or drivers? If so, what is the name of the second bus company and its USDOT number? University must approve any subcontractor with others for equipment or drivers. Subcontractor must meet all regulations stated in this bid.

ATTACH TO THIS FORM

15. Company must provide notification procedures for roadside emergencies and breakdowns _____

16. All drivers must be equipped with wireless communication devices _____

PRESENT AT THE TIME OF PICK UP

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Washington Music Center

ADDRESS

11151 Veirs Mill Road

Wheaton, MD 20902

CITY, STATE, ZIP

301-946-8808

TELEPHONE NUMBER

301-946-0487 fax

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS OR SERVICES OR GRANT AWARD

Alabama A&M University

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☒

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

MELODY ANNE O'NEIL
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires June 20, 2016

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

GENERAL CONDITIONS

1. **Award:** Alabama Agricultural and Mechanical University reserves the right to accept or to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation, and past performance will be weighed along with the quality displayed in the samples submitted. Bids may be awarded either item by item, in products groups, or all or none, whichever appears to be in the best interest of the University. The University reserves the right to waive any or all formalities.
2. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor".
3. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in bid evaluation any cash discount of less than thirty (30) days duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing "payment in advance" or "COD" requirements may be rejected.

4. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this bid.

The furnishing of materials, supplies, equipment or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964".

5. **Non-Collusion:** 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. Each bidder certifies that he has not been a party to such an agreement by signing this bid.
6. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.
7. **Bonds:** Bid and performance security bond, when required will be indicated.
8. **Bid Submission:** Failure to submit a bid on the official AAMU form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

All information shall be entered in ink or typewritten in the appropriate space on the form. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of the bid.

9. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order.

Failure to deliver within the time vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor".

All prices quoted are to be F.O.B. delivered to Alabama agricultural and mechanical university, Central Receiving Building, 3409 Meridian Street, Huntsville, Alabama, 35811 (unless another F.O.B. point is stated by the University on bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated. If you are not quoting a delivered price, indicate your shipping point, and provide shipping cost for evaluation purposes.

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.
11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.
12. **Bids are Public Record:** All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.
13. **Standards of Quality:** When a material, article or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the invitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. Alabama agricultural and mechanical university will be sole judge of EQUAL items bid.
14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
15. **Default of Contractor:** Where the University has determined 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 the defaulting contractor will be considered.
16. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within 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 contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
18. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE". Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.
19. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Washington Music Sales Center, Inc.
11151 Veirs Mill Road
Wheaton, MD 20902

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety
Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

Alabama A&M University
P.O. Box 1627
Normal, AL 35762

BOND AMOUNT: \$ Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

21016-09B: Marching Maroon & White Band Instruments

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:19:29 on 06/15/2016 under Order No.5053518231_1 which expires on 12/09/2016, and is not for resale.

User Notes:

(792031812)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of June , 2016

(Witness)

(Witness) Beatrice Saint-Felix

Washington Music Sales Center, Inc.

(Contractor as Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Title) Paul M. Troeschel, Attorney-In-Fact

Init.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230379

Certificate No. 006588455

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Aldo Pasquariello, Karen L. Wilson, Michael W. Howell, Maki F. Tyree of Fairfax, Virginia; Anne Schevker of Towson, Maryland; Stephen A. Spencer, Paul M. Troeschel, Daniel R. West, William Cowan, Brenda L. Pattishall, Susan B. Willett, and Beatrice Saint-Felix

of the City of Rockville, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of January, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 19th day of January, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

Bid Checklist for Qualifications Submittal

Bid Number: 2K16-09B

Bid Name: AAWU MMW Band Equipment

Vendor: Madison Music

Time of Turn: 10:00 a.m. 6/16/16

Was this Bid Accepted: ☒ Yes or No

If no, why not?

Is this a No Bid Response: Yes or ☒ No

The Following Items are required for Submittal

Request for Formal Bid: ☒ Yes or No

Was this form signed and dated: ☒ Yes or No

Is a Certified Check, Cashier's Check or Bid Bond Required? ☒ Yes or ☒ No

Were any submitted? ☒ Yes or No

Is this a Public Works? Yes or ☒ No

If so, was a Performance Bond submitted in the form of a Cashier's Check or Proof of Insurance from Bonding Company? Yes or ☒ No

If so, which was submitted? Cashier's Check or Proof of Insurance

Are the Specifications
Included?

Yes

or

No

If so, is signed and dated?

Yes

or

No

Disclosure Statement?

Yes

or

No

Is it notarized?

Yes

or

No

Is this a bus bid?

Yes

or

No

If yes, did this company
Turn in the Federal Motor
Carrier Safety Form?

Yes

or

No

Did this company send all
The required documents of
The FMCS?

Yes

or

No

Is the E-Verify form
Included?

Yes

or

No

Is this a complete bid?

Yes

or

No



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
POST OFFICE BOX 1627
305 PATTON HALL
NORMAL, ALABAMA 35762
TELEPHONE: (256) 372-5227

DATE 6/9/2016 BID NUMBER 2k16-09B

RESPONSE DUE BY

6/20/2016

2:00 P.M.

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

REQUEST FOR FORMAL BID

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

CONTACT Jeffrey Robinson PHONE 256-372-5227

VENDOR NO.

V Gadsden Music
E
N PO Box 132 607 Broad Street
D
O Gadsden, AL. 35901
R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	6		King Marching Euphoniums K129SP (Silver)	\$2165.00 \$1425.00	12990.00 7125.00
	5		King Marching Mellophones K1121 (Silver)	\$1350.00	1350.00
	1		Knilling Bucharest String Bass 2819	\$525.00	525.00
	1		Pearl Concert Snare Drum PHA1450	\$5150.00	5150.00
	1		Yamaha Oboe 831 YOB831	\$330.00	330.00
	2		Pro Tech Soft Tuba Cases	\$1165.00	

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL

\$27470.00

SIGNATURE COMPANY REPRESENTATIVE

DATE June 13 2016
An affirmative action/equal opportunity institution

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

F.O.B. Point	TERMS	WARRANTY
AAMU DESTINATION	<i>Net 30 days</i>	<i>1 year to 5 years</i>
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
<i>Immediate</i>		<i>8-1-2016</i>

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 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 acknowledges that the awarding authority may declare the contract void if the certification is false.

Gardner Music Co. Inc
COMPANY NAME (TYPE OR PRINT)

256-546-9381
TELEPHONE NUMBER

Clyde L. Morris Jr.
SIGNER'S NAME (TYPE OR PRINT)

256-546-7274
FAX NUMBER

Clyde L. Morris Jr.
SIGNATURE

June 13 2016
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A&M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Bid Number: 2 R/H - 09B

Page ____ of ____

Item #	Quantity	Unit	Description	Unit Price	Total Price
	6		King March Euphon	2165. ⁰⁰	12990.-
	5		King Marching Mellophoe	1425. ⁰⁰	7125. ⁰⁰
	1		Knilling String Bass	1350. ⁰⁰	1350. ⁰⁰
	1		Pearl Concert Snare Drum	525.-	525.-
	1		Yamaha YOB831 Obue	5150.-	5150.-
	2		Pro tech Tuba Cases	165-	330. ⁰⁰
					\$127470. ⁰⁰

Grand Total:

FOB Point:	Terms:	Warranty:
Alabama A&M Co.	Net 30 days	1 yr to 5 yr
Estimated Delivery:	Your Reference No.:	Quotation Effective Until:
Immediate		8-1-2016

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed Gardner Music Co Inc June 18, 2015
Vendor Name Date
By [Signature] [Signature]



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Gadsden Music Co, Inc.

ADDRESS

607 Broad St.

CITY, STATE, ZIP

Gadsden, AL 35901

TELEPHONE NUMBER

(256) 546-9381

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama A+M University

ADDRESS

PO Box 1627

CITY, STATE, ZIP

Normal, AL 35762

TELEPHONE NUMBER

(256) 372-5227

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☒

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Jacksonville State University	musical instruments	\$30,000 - \$50,000
Auburn University	instrument repairs	\$30,000 - \$50,000
Alabama A+M University	instruments/repairs	\$10,000

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

--	--	--

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA
AND/ OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

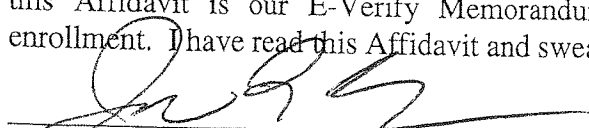
State of Alabama:

County of Etowah:

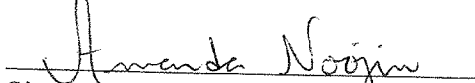
Before me, a notary public, personally appeared Jared Gladden (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as vice president (your position) for Gadsden Music Company (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.


Signature of Affiant

Sworn to and subscribed before me this 19th day of January, 2016.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

Amanda Noojin
Notary Public
Alabama State at Large
Term Expires 03-06-2016
2020

To be returned to the LOCAL SCHOOL BOARD.

(To be placed on **LOCAL BOARD OF EDUCATION** Letterhead)

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL 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. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

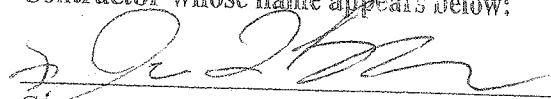
Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

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. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also 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 attach to its affidavit the E-Verify Program for Employment Verification and 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 receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall 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. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. 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:

 1/19/16
Contractor Officer or Owner Signature/Date

Jared Gladden, Vice President, Gadsden Music Company
Print Name/Title/Company

Please execute and return to LOCAL BOARD OF EDUCATION within the next 10 days

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Gadsden Music Company, Inc.

as Principal, (hereinafter called the "Principal"), and Fidelity & Deposit Company of Maryland

_____ , a corporation duly organized under the laws of the State of Maryland _____ , as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Alabama A&M University

as Obligees, (hereinafter called the "Obligee"), in the sum of ***5%*** (5%) of the base bid not to exceed \$10,000.00
Dollars (\$ ***), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Supplying musical instruments and accessories. BID# 2K16-09B

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of June A.D. 2016

Amanda Noojin
Witness

Gadsden Music Company, Inc.

Principal

(SEAL)

Fidelity & Deposit Company of Maryland
Society

By Maurice C. Shannon, III (SEAL)
Maurice C. Shannon, III, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID7000GZZ0701F

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Maurice C. SHANNON, III and J. Bryant BANKS, both of Gadsden, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of November, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Michael McKibben

*Assistant Secretary
Michael McKibben*

Gerald F. Haley

*Vice President
Gerald F. Haley*

State of Maryland
City of Baltimore

On this 17th day of November, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



PURCHASE ORDER
ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
NORMAL, ALABAMA 35762
TELEPHONE: (256) 372-5227 FAX (256) 372-5223

SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS

DATE 05/10/16

Page 1

VENDOR NUMBER A00370979

PURCHASE ORDER
P0051611

PURCHASE ORDER NUMBERS MUST APPEAR ON ALL INVOICES, CORRESPONDENCES, SHIPPING PAPERS, CONTAINERS, AND PACKING LISTS.

Gadsden Music Company
607 Broad Street
Gadsden AL 35902

MAIL OR EMAIL INVOICES TO:
ALABAMA A. & M. UNIVERSITY
ACCOUNTS PAYABLE
Rm. 105 Patton Hall
NORMAL, ALABAMA 35762
Email: accounts.payable@aamu.edu

SHIP TO:

AAMU Central Receiving
453 Buchanan Way
Normal, Alabama 35762

ATTN:

Sherryl Forman

TERMS

NET 30 DAYS

FOB

PURCHASING CONTACT

Jeffrey Robinson

TELEPHONE

ESTIMATED DELIVERY

07/04/16

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Bid #2K16-09B		
1	2.00	EA	2 Pro Tech soft tuba Cases INV # 829569	165.0000	330.00
2	6.00	EA	King Marching Euphoniums K129SP Silver	2,165.0000	12,990.00
3	5.00	EA	King Marching Mellophones K1121 Silver	1,425.0000	7,125.00
4	1.00	EA	Knilling Bucharest String Bass 2819	1,350.0000	1,350.00
5	1.00	EA	Pearl Concert Snare Drum PHA1450	525.0000	525.00

Jeffrey L. Robinson

AAMU AUTHORIZED PURCHASING OFFICIAL SIGNATURE

DISCOUNT:

ADDITIONAL CHARGES:

TOTAL TAXES:

TOTAL:

VENDOR COPY



PURCHASE ORDER

ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
NORMAL, ALABAMA 35762

TELEPHONE: (256) 372-5227 FAX (256) 372-5223

SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS

DATE 05/10/16

Page 2

PURCHASE ORDER

P0051611

VENDOR NUMBER A00370979

PURCHASE ORDER NUMBERS MUST APPEAR ON ALL INVOICES, CORRESPONDENCES, SHIPPING PAPERS, CONTAINERS, AND PACKING LISTS.

Gadsden Music Company
607 Broad Street
Gadsden AL 35902

MAIL OR EMAIL INVOICES TO:

ALABAMA A. & M. UNIVERSITY
ACCOUNTS PAYABLE
Rm. 105 Patton Hall
NORMAL, ALABAMA 35762
Email: accounts.payable@aamu.edu

TERMS

NET 30 DAYS
FOB

PURCHASING CONTACT

Jeffrey Robinson
TELEPHONE

SHIP TO:

AAMU Central Receiving
453 Buchanan Way
Normal, Alabama 35762

ATTN:

Sherryl Forman

ESTIMATED DELIVERY

07/04/16

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
6	1.00	EA	Yamaha Oboe 831 YOB831	5,150.0000	5,150.00

Jeffrey L. Robinson

AAMU AUTHORIZED PURCHASING OFFICIAL SIGNATURE

DISCOUNT: .00
ADDITIONAL CHARGES: .00
TOTAL TAXES: .00
TOTAL: 27,470.00

VENDOR COPY



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
POST OFFICE BOX 1627
305 PATTON HALL
NORMAL, ALABAMA 35762
TELEPHONE: (256) 372-5227

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

DATE
6/9/2016

BID NUMBER
2k16-09B

RESPONSE DUE BY

6/20/2016
2:00 P.M.

REQUEST FOR FORMAL BID

CONTACT Jeffrey Robinson

PHONE 256-372-5227

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

VENDOR NO.

V Gadsden Music
E
N PO Box 132 607 Broad Street
D
O Gadsden, AL. 35901
R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	6		King Marching Euphoniums K129SP (Silver)	\$2165.00	12990.00
	5		King Marching Mellophones K1121 (Silver)	\$1425.00	7125.00
	1		Knilling Bucharest String Bass 2819	\$1350.00	1350.00
	1		Pearl Concert Snare Drum PHA1450	\$525.00	525.00
	1		Yamaha Oboe 831 YOB831	\$5150.00	5150.00
	2		Pro Tech Soft Tuba Cases	\$165.00	330.00
				TOTAL	\$27470.00

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

SIGNATURE

Cyde
COMPANY REPRESENTATIVE

DATE

June 13 2016
An affirmative action/equal opportunity institution

20059336
20059823