



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

REQUEST FOR QUOTE #: 13016

Date Emailed: Wednesday, June 5, 2013

Reply by 5 p.m: Wednesday, June 12, 2013

RETURNED SIGNED QUOTE TO:

Fort Hays State University (FHSU)

Purchasing Office

601 Park Street Sheridan Hall Room 318

Hays, KS 67601

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/addenda, <http://www.fhsu.edu/purchasing/bids>.

Purchasing Office Contact Information:

Telephone: 785-628-4251

Fax: 785-628-4046

Email: purchasing@fhsu.edu

INSTRUCTIONS TO BIDDERS:

1. The FHSU Purchasing Office is the only point of contact for this RFQ. When communicating, always refer to the quotation number.
2. To be considered, one copy of this quotation, with your bid properly filled in, must be signed and returned to the FHSU Purchasing Office by the specified closing date. E-mail and late bids cannot be considered.
3. **Faxed bids are acceptable if they do not exceed \$25,000. Bids exceeding \$25,000 must be mailed in separate, marked envelopes.**
4. Bid must be in U.S. Dollars (\$US) excluding Federal Excise/State Sales Taxes.
5. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
6. Bid for comparable merchandise will be considered, unless the specifications indicate "no substitution".
7. Bidder must specify exceptions to any requirement or specification in the bid.
8. Bid must include complete specifications and/or descriptive literature to facilitate consideration.
9. Please browse our web-site for similar pending requests.
10. **THIS IS NOT AN ORDER.**

Description of Item(s)

Fort Hays State University is requesting bids for the Marching Band Instruments listed on pages 2 and 3.

Shipping, delivery date, and warranty:

- Prices must include shipping (FOB Destination Prepaid and Allowed).
- Guaranteed delivery by Wednesday, August 7, 2013.
- Please provide standard warranty information offered by your company.

TO BE CONSIDERED, THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

DATE _____
TERMS _____
DELIVERY WILL BE MADE _____ DAYS A.R.O.
F.O.B. DEST. Fort Hays State University, Hays, KS 67601
F.E.I.N. OR S.S.N. _____
NAME _____
ADDRESS _____
CITY _____ ST _____ ZIP _____

SIGNED BY _____
PRINT OR TYPE NAME _____
TITLE _____
TELEPHONE # _____
FAX # _____
E-MAIL ADDRESS _____
CHECK IF APPLICABLE
Small Business _____ Woman-Owned _____ Minority-Owned _____

State Credit Card: Presently, FHSU uses a State of Kansas Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. State of Kansas Law does not allow retailers to charge a credit fee for using their cards. (*Refusal will not be a determining factor in award of this contract.*) Will the credit card be allowed for purchases? Yes _____ No _____

Specifications

Please provide separate price breakdown for purchases of 1, 2, 3, or 4 as indicated for each instrument:

SOUSAPHONE

1. King 2350 Series Brass BBb – lacquer without case:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

2. King 2350 Series Brass BBb – lacquer with case:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

3. Yamaha YSH-411 Series Brass BBb – lacquer without case:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

4. Yamaha YSH-411 Series Brass BBb – lacquer with case:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

5. Jupiter 594 Series Brass BBb – lacquer without case:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

6. Jupiter 594 Series Brass BBb – lacquer with case:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

MELLOPHONE

1. King 1121 Ultimate Series Marching F Mellophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

2. Jupiter 450 Series Marching F Mellophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

3. Yamaha YMP-204M Series Marching F Mellophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total
- 4 instruments \$ _____/ea. \$ _____/total

ALTO SAXOPHONE

1. Bundy BAS-300 Student Alto Saxophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total

2. Prelude by Conn-Selmer AS711 Student Model Alto Saxophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total

TENOR SAXOPHONE

1. Bundy BTS-300 Tenor Saxophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total

2. Prelude by Conn-Selmer TS711 Student Model Alto Saxophone – lacquer:

- 1 instrument \$ _____/ea. \$ _____/total
- 2 instruments \$ _____/ea. \$ _____/total
- 3 instruments \$ _____/ea. \$ _____/total

CLARINET

1. Bundy BCL-300 Clarinet:

- 1 instrument \$_____/ea. \$_____/total
- 2 instruments \$_____/ea. \$_____/total
- 3 instruments \$_____/ea. \$_____/total
- 4 instruments \$_____/ea. \$_____/total

2. Prelude by Conn-Selmer CL711 Bb Student Clarinet:

- 1 instrument \$_____/ea. \$_____/total
- 2 instruments \$_____/ea. \$_____/total
- 3 instruments \$_____/ea. \$_____/total
- 4 instruments \$_____/ea. \$_____/total

PICCOLO

1. Bundy BPC-300 Piccolo:

- 1 instrument \$_____/ea. \$_____/total
- 2 instruments \$_____/ea. \$_____/total
- 3 instruments \$_____/ea. \$_____/total
- 4 instruments \$_____/ea. \$_____/total

2. Prelude by Conn-Selmer Student Model Piccolo:

- 1 instrument \$_____/ea. \$_____/total
- 2 instruments \$_____/ea. \$_____/total
- 3 instruments \$_____/ea. \$_____/total
- 4 instruments \$_____/ea. \$_____/total

3. Woodwind P1 Piccolo:

- 1 instrument \$_____/ea. \$_____/total
- 2 instruments \$_____/ea. \$_____/total
- 3 instruments \$_____/ea. \$_____/total
- 4 instruments \$_____/ea. \$_____/total

NOTE: Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.

Shipping, delivery date, and warranty:

- Prices must include shipping (FOB Destination Prepaid and Allowed).
- Guaranteed delivery by Wednesday, August 7, 2013.
- Please provide standard warranty information offered by your company.

TERMS AND CONDITIONS

1. It is the intent of Fort Hays State University (FHSU) to permit competitive bidding. It is the bidder's responsibility to advise the FHSU Purchasing Office, in writing, no later than three (3) business days before the bid closing date, if any specification or requirement described herein limits bidding to a single source.
2. Unless otherwise specified, Fort Hays State University reserves the right to accept or reject all or any part of your quotation, and to waive technicalities.
3. Offered payment discounts will NOT be considered in determining the low bid. The discount period begins on the date of delivery, or acceptance, or receipt of a correct invoice by the receiving agency, whichever is later.
4. Except as otherwise indicated, the merchandise quoted is in new condition.
5. Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.
6. In the event of a tie for the low bid, the award will be made to the Kansas bidder.
7. Unit price will prevail in the event of extension error(s).
8. If awarded a purchase order, the bidder agrees to furnish the item(s) or provide the service(s) enumerated hereon at the price(s) quoted and in accordance with the conditions indicated.
9. If a bid indicates that an item quoted is functionally equivalent and it is purchased and found not to be comparable, Fort Hays State University reserves the right to return that item at the bidder's expense, and the bidder will be billed for the difference in cost between this bid and the successful bid.
10. If any portion of this bid is provided by a vendor other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
11. Contracts or purchase orders resulting from this quotation may not be assigned without prior written consent of the FHSU Director of Purchasing.
12. The seller agrees to protect Fort Hays State University from all damages arising out of alleged patent infringement.
13. Partial payments will not be made, unless otherwise specified.
14. Bid results are available by written request with a check payable to Fort Hays State University for three dollars (\$3.00) per request, tax included, with a stamped, self-addressed envelope. Unless otherwise requested, your canceled check will serve as your receipt.
15. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contractor must be disclosed. This is to include (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or action in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
16. If any part of this contract (including any required installation) is fulfilled by any other contractor, the successful bidder remains responsible for completing all aspects of the work described herein.
17. Vendors who are new to the university should complete a vendor registration form found at: <http://www.fhsu.edu/purchasing/Vendor-Registration-Form>. A copy of the vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.

TAX CLEARANCE

Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <https://www.kdor.org/TaxClearance/Self/Default.aspx> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

***Please Note:** Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.*

***Please Note:** You will need to sign back into the KDOR website to view and print the official tax clearance certificate.*

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response(s) to:

Fort Hays State University
Purchasing Office
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Failure to provide this information may be cause for rejection of vendor's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.htm>

The FHSU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the FHSU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or FHSU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of FHSU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.