



MCNEESE STATE UNIVERSITY
 LAKE CHARLES, LOUISIANA 70609
 AN EQUAL OPPORTUNITY INSTITUTION

REQUEST FOR SEALED BID

DATE	BID NUMBER
OCTOBER 3, 2023	L2400044

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT
Kayla DeVillier Email: kdevillier@mcneese.edu	337-475-5064	R2401010	PERFORMING ARTS

RESPONSE DUE: TUESDAY, OCTOBER 17, 2023 at 2:00 PM

SEE "STANDARD TERMS & CONDITIONS TO BIDDERS"

VENDORS MUST SIGN AND RETURN THE BID FORM TITLED "STANDARD TERMS AND CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD

VENDOR:

SEALED BIDS MUST BE RETURNED IN A SEALED ENVELOPE/PACKAGE.

PRINT THE BID NUMBER, BID DUE DATE AND TIME ON THE OUTSIDE OF THE ENVELOPE/PACKAGE AND RETURN TO SMITH HALL, ROOM 120 (150 LAWTON DRIVE) LAKE CHARLES, LA 70605 or MSU Box 92415, LAKE CHARLES, LA 70609, BY THE BID DUE DATE AND TIME.

MCNEESE PURCHASING OFFICE IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE CHOSEN MEANS OF SEALED BID DELIVERY (U.S. POSTAL SERVICE, FedEx, UPS, etc.). THE BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.

MCNEESE STATE UNIVERSITY IS TAX EXEMPT.

SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS.

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____

DATE: _____

THIS IS A SEALED BID FOR BAND INSTRUMENTS/EQUIPMENT.

THE USE OF BRAND NAMES ON LINE ITEMS 1-4 IS FOR DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION.

THE ITEMS BELOW ARE PROPRIETARY, NO SUBSTITUTIONS ARE ALLOWED.

AWARD OF THIS BID AS STATED ON THE STANDARD TERMS AND CONDITIONS TO BIDDERS PAGE: MCNEESE STATE UNIVERSITY RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR AND ALL-OR-NONE BASIS, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES INCIDENT THERETO.

VENDOR MUST INDICATE THE EARLIEST DELIVERY DATE FOR EACH LINE ITEM THAT WILL BE DELIVERED (BLANKS HAVE BEEN PROVIDED FOR EACH LINE ITEM). DELIVERY DATE AND QUANTITY DELIVERED MAY TAKE PRECEDENCE OVER THE BID PRICE.

ALL ITEMS ARE TO BE NEW AND NOT REFURBISHED OR USED.

SHIPPING MUST BE INCLUDED IN PRICING.

*****ANY INQUIRIES MUST BE SENT TO kdevillier@mcneese.edu BY October 10, 2023.*****

DEPARTMENT CONTACT IS LONNY BENIOT (lbenoit@mcneese.edu)

PLEASE READ SPECIFICATIONS CAREFULLY.

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SPECIFICATIONS ARE AS FOLLOWS:

**ITEM #1 – ADAMS ALPHA SERIES 5.0 OCTAVE ROSEWOOD MARIMBA
W/APEX FRAME ESPRESSO, MIDNIGHT BLACK RESONATORS
BARS, HONDURAS ROSEWOOD, TUNING, A=442 HZ.
RANGE: C2-C7, BAR WIDTH: GRADUATED 2.83" TO 1.57"
PRODUCT #: MAHA50/9E1**

EARLIEST DELIVERY DATE: _____

Quantity: 1 EACH Unit Cost: \$ _____ Total: \$ _____

**ITEM #2 – YAMAHA 5.0 OCTAVE PROFESSIONAL ROSEWOOD MARIMBA
RANGE: C16-C76, 5 OCTAVES BARS: HAND-SELECTED
ROSEWOOD, BAR SIZES: GRADUATING FROM**

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Delivery _____ days ARO/TERMS _____

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SIGNATURE _____ DATE: _____

1 1/2" - 2 7/8" WIDE; 3/4" - 1" THICK

RESONATORS: BRUSHED TAN FINISH, WITH SPECIAL SHAPES, DENSER ALLOY AND THICKER WALLS. HEIGHT: ADJUSTABLE HEIGHT FROM 33-7/8" - 39-3/4"

DIMENSIONS: 102" X 40 1/2", PITCH: A=442 HZ

PRODUCT #: YM5100AC

EARLIEST DELIVERY DATE: _____

Quantity: 1 EACH Unit Cost: _____ Total: \$ _____

ITEM #3 – ADAMS 4.0 OCTAVE ALPHA SERIES

ROSEWOOD XYLOPHONE W/APEX FRAME ESPRESSO,
MIDNIGHT BLACK RESONATORS

PRODUCT #: #XAHAA40/9E1

EARLIEST DELIVERY DATE: _____

Quantity: 1 EACH Unit Cost: \$ _____ Total: \$ _____

ITEM #4 – ADAMS ALPHA SERIES 3.3 OCTAVE

GLOCKENSPIEL ON APEX FRAME, MANUFACTURER/ADAMS,
3.3 OCTAVE C-E TUNING 1.25" ROUND TOP BARS
REVERSIBLE DAMPENERS PEDAL

COVER INCLUDED, HEIGHT ADJUSTABLE APEX FRAME
STEEL RESONATORS, 9E6 ESPRESSO FINISHED RAILS
PRODUCT #: GAA33/9E6

EARLIEST DELIVERY DATE: _____

Quantity: 1 EACH Unit Cost: \$ _____ Total: \$ _____

FOR MORE INFORMATION ON BECOMING A LICENSED VENDOR, CONTACT information@clc.com OR VISIT <http://www.imgcollegelicensing.com/Licensing-Info.aspx>.

GRAND TOTAL \$ _____

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____ DATE: _____

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____

DATE: _____

STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5082

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

STANDARDS OF QUALITY AND ANY ALTERNATE: Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. **DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.**

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

BID OPENING: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University reserves the right to award items separately, grouped, or on an all-or-none basis, and to reject any or all bids and waive any informalities incident thereto.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____

NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES _____ NO _____

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name

Date