



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 9, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Dennis J Smith
STATE CONTRACT PROCUREMENT OFFICER
302-857-4544

SUBJECT: **AWARD NOTICE ADDENDUM #2, effective March 1, 2014**
CONTRACT NO. GSS11635-MUSIC_INST
Music Instrument, Equipment, Supplies, Apparel, and Related Services

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OF
KEY CONTRACT INFORMATION**



GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid from January 20, 2012 through January 31, 2014. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through February 28, 2014 under the same pricing, terms and conditions.

This contract has been extended through March 31, 2014 under the same pricing, terms and conditions.

3. VENDORS:

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Accent Music Vendor 01 5810-A Kirkwood Highway Wilmington, DE 19808 <u>Contact for placing orders:</u> Steve Harkey Phone: 302-999-0612 Fax: 302-999-8619 FSF #: 0000026624	Galassini-Oliver, LLC Vendor 02 dba Cunningham Piano Co. 5427 Germantown Avenue Philadelphia, PA 19144 <u>Contact for placing orders:</u> Sales Phone: 215-438-1197 Fax: 215-438-1197 FSF #: 0000019896
Shar Products Company Vendor 03 2465 S. Industrial Hwy Ann Arbor, MI 48104 <u>Contact for placing orders:</u> Sales Phone: 866-742-7261 Fax: 800-997-8723 E-mail: schools@sharmusic.com FSF # 0000022675 Minimum order: \$50	Washington Music Sales Center, Inc. Vendor 04 11151 Veirs Mill Road Wheaton, MD 20902 <u>Contact for placing orders:</u> Brenda Clark Phone: 301-946-8808 Fax: 301-946-0487 FSF # 0000031361 Minimum Order \$75

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4. SHIPPING TERMS:

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F.O.B. destination. Please note Shar Products Company and Washington Music Sales Center, Inc. have minimum order amounts to avoid freight. The minimum orders are identified in Section 3 above.

5. DELIVERY AND PICKUP:

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The successful vendor is required to deliver all materials to the ordering agency. It is the responsibility of the ordering agency to communicate any special requirements (ex: loading dock height or lift gate requirement for Piano deliveries).

6. PRICING:

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Prices will remain firm for the initial term of the contract.

Links to vendor catalogs and pricing structures are provided here:

Accent Music

Cunningham Piano Company

Shar Products Company

Washington Music Sales Center Inc

Vendor / category awards are as per the table below:

Product Category	Category Detail	Awarded Vendor(s)
Category 1: Musical Instruments	1.a. Brass Instruments 1.b. Keyboards / Pianos 1.c. Percussion Instruments 1.d. String Instruments (Bowed) 1.e. Woodwind Instruments 1.f. Instrument Accessories 1.g. Guitars	Accent Music Cunningham Piano (1.b. only) Shar Products (1.d & e only) Washington Music Sales Ctr. Inc
Category 2: Apparel (Concert and Marching Band)	2.a. Band Uniforms 2.b. Choir Attire 2.c. Tuxedos 2.d. Blouses 2.e. Dresses 2.f. Gowns 2.g. Jackets 2.h. Shirts 2.i. Skirts 2.j. Shoes 2.k. Apparel Accessories	Category 2 not awarded
Category 3: General Music Accessories	3.a. Metronomes/Tuners 3.b. Stands (Music) 3.c. Miscellaneous Music Related Consumable Supplies	Accent Music Cunningham Piano (3.e & f only) Shar Products Washington Music Sales Ctr. Inc

	3.d. Music Folder/Folios 3.e. Instrument cases and bags 3.f. Stands (Instruments)	
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Category 4: Music – Including, but not limited to, UIL listings	4.a. Method Books 4.b. Instrumental Music 4.c. Vocal Music 4.d. Audio/Video Recordings	Accent Music Shar Products (4. a, b, & d only)
Category 5: Stages	5.a. Stage Platforms/Risers 5.b. Theatrical Curtains 5.c. Theatrical Supplies 5.d. Acoustical Shells 5.e. Conducting Podium 5.f. Musician Chairs 5.g. Projection Screen 5.h. Musician chair and stand racks 5.i. Stage Lights	Category 5 not awarded
Category 6: Sound Reinforcement and Production	6.a. Bose 321 or equivalent multi format sound system 6.b. Amplifiers (instrument) 6.c. Amplifiers (other) 6.d. Digital Sound Recorders 6.e. Microphones (dynamic) 6.f. Microphones (condenser) 6.g. Cables & Chords 6.h. Acoustic instrument pick-ups 6.i. Headphones 6.j. Mixers & Equalizers 6.k. Speakers	Accent Music Washington Music Sales Ctr. Inc
Category 7: Musical Instrument Repair	7.a. Proposals should include detail of repair services offered (if any) for the products in the organization's submission 7.b. Repair Kits 7.c. Repair Tools	Category 7 not awarded
Category 8: Storage	8.a. Music Filing Shelving System 8.b. Modular Instrument Storage 8.c. Modular Uniform Storage 8.d. Mobile Instrument Racks (String) 8.e. Mountable Instrument Racks 8.f. Mobile Folio Cabinet (band/orchestra) 8.g. Mobile Folio Cabinet (Vocal) 8.h. Mobile Instrument Racks (other) 8.i. Percussion Cabinet	Category 8 not awarded

Category 9: Technology	9.a. Notation Software 9.b. Sequencing Software 9.c. Marching Drill Writing Software 9.d. Music Performance Assessment Software 9.e. Music Technology Hardware	Category 9 not awarded
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ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

All delivered products are to be as presented in the vendor supplied catalogs.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused

or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.