



Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

Brenda Allen, Director

NOTICE OF CONTRACT AWARD

June 16, 2016

Wenger Corporation
555 Park Drive
Owatonna, MN 55060
Ph: 800-733-0393
Fax: 507-455-4258
Contact Email: cristofer.gore@wengercorp.com

Buyer: Steve Francisco
Ph: 301-952-6560
Fax: 301-952-6605
Email: steve.francisco@gmail.com

Contact Name: Dennis Parker

IFB 004-16 FURNISH AND DELIVER GENERAL VOCAL & BAND MUSICAL INSTRUMENTS

Wenger Corporation has been selected as the vendor to provide services in accordance with the above-mentioned **IFB**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **Wenger Corporation** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

INITIAL CONTRACT TERM

The initial term of the contract will be for three years (3) from July 1, 2016 through June 30, 2019. Prices shall remain firm for the entire three years of the contract. **All prices must be submitted per F.O.B. destination only unless otherwise specified herein.**

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$173,462.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

PERFORMANCE/PAYMENT BOND (N/A)

If required the successful Respondents shall submit a performance bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceed \$100K. (Comar 21.06.07.03) The Board reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted with the return of the signed contract award WITHIN TEN (10) BUSINESS DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. **Employees Having Direct Contact with Students:**

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPs Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. **Employees Do Not Have Direct Contact With Students:**

Employees of Consultant/Contractor who will be placed in a PGCPs Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. **Employment of Child Sex Offenders:**

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

INSURANCE

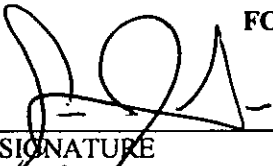
A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **IFB** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


SIGNATURE

6/20/16
DATE


SIGNATURE

6/23/16
DATE

Christopher J. Gore
NAME

Brenda Allen
NAME:

Sales - Rep.
TITLE

Director, Purchasing & Supply Services
TITLE

Wenger Corporation
FIRM

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772-998

Category Total:			\$1,240.00
MUSIC STAND			
a. Wenger Classic 50 (*11804)	1	\$44.00	\$44.00
b. Wenger 37B001 (*11805)	1	\$54.00	\$54.00
Category Total:			\$98.00
MUSIC STAND CART			
a. Wenger 039A202 (*11806)	1	\$388.00	\$388.00
Category Total:			\$388.00
ROBE/UNIFORM STORAGE			
a. Rack and Roll, 4 ft., Wenger 028A001	1	\$793.00	\$793.00
b. Rack and Roll Cover, 4 ft., Wenger 028A014	1	\$218.00	\$218.00
Category Total:			\$1,011.00
STORAGE CABINET/CART FOR ITINERANT MUSIC TEACHERS for storage of extra instruments, locking cabinet	1		
STORAGE RACK, GUITAR		\$1,760.00	\$1,760.00
STORAGE RACK, CHAIRS	1	\$1,035.00	\$2,070.00
Category Total:			\$3,830.00
		TOTAL	\$173,462.00

CONTRACT PRICING

DESCRIPTION		UNIT COST	EXT COST
BAND/ORHESTRA FOLIO CABINET			
a. Wenger 146H521 (w/o door)	1	\$1,040.00	\$1,040.00
b. Wenger 146H592 (w/o door)	1	\$1,215.00	\$1,215.00
Category Total:			\$2,255.00
MUSIC STAND CART			
a. Wenger 039A202	1	\$388.00	\$388.00
Category Total:			\$388.00
MUSIC STAND			
a. Wenger 237A500 Preface	1	\$34.00	\$34.00
c. Wenger Roughneck Wenger 037B001	1	\$44.00	\$44.00
Category Total:			\$78.00
PERCUSSION CABINET			
a. Wenger 147G001	1	\$1,885.00	\$1,885.00
Category Total:			\$1,885.00
VIOLIN/VIOLA STORAGE RACKS			
a. Wenger 148J005	1	\$760.00	\$760.00
Category Total:			\$760.00
BASS STORAGE RACKS			
a. Wenger 148F003 unit rack	1	\$739.00	\$739.00
Category Total:			\$739.00
CELLO STORAGE RACKS			
a. Wenger 148F001 4 unit rack	1	\$739.00	\$739.00
Category Total:			\$739.00
ACOUSTICAL SHELL SYSTEMS			
a. L015 Travelmaster Base Panel (*11814)	1	\$1,115.00	\$1,115.00
b. L035 Travelmaster Filler Panel (*11805)	1	\$610.00	\$610.00
c. 064A170 Move and Storage Cart (*11806)	1	\$788.00	\$788.00
d. Wenger 186A300 Legacy, Tapered	1	\$2,849.00	\$2,849.00
Category Total:			\$5,362.00
CHAIR			
a. Music Posture Chair	200	\$86.00	\$17,200.00
b. Student Chair	200	\$71.00	\$14,200.00
Category Total:			\$31,400.00
CHORAL RISER (3 Units/Set)			
a. Wenger 024F806 6' Tourmaster 3 Step, Grey (State price per unit) (*11808)	20	\$768.00	\$15,360.00
b. Wenger 098B003 6' Signature 3 Step (State price per unit) (*11809)	20	\$1,370.00	\$27,400.00
c. Flipforms 025D002, 3, 4, 5 (State price per unit) (*11810)	20	\$800.00	\$16,000.00
d. Flipforms 180-1001 (set of 4) (*11811)	20	\$3,116.00	\$62,320.00
CONDUCTOR'S STAND WITH DESK	1	\$625.00	\$625.00
CONDUCTOR'S CHAIR	1	\$446.00	\$446.00
CONDUCTOR'S PODIUM	1	\$1,138.00	\$1,138.00
Category Total:			\$123,289.00

MUSIC CART			
a. Wenger Model 026A001 "Teacher Taxi"	1	\$1,240.00	\$1,240.00
Category Total:			\$1,240.00
MUSIC STAND			
a. Wenger Classic 50 (*11804)	1	\$44.00	\$44.00
b. Wenger 37B001 (*11805)	1	\$54.00	\$54.00
Category Total:			\$98.00
MUSIC STAND CART			
a. Wenger 039A202 (*11806)	1	\$388.00	\$388.00
Category Total:			\$388.00
ROBE/UNIFORM STORAGE			
a. Rack and Roll, 4 ft., Wenger 028A001	1	\$793.00	\$793.00
b. Rack and Roll Cover, 4 ft., Wenger 028A014	1	\$218.00	\$218.00
Category Total:			\$1,011.00
STORAGE CABINET/CART FOR ITINERANT MUSIC TEACHERS for storage of extra instruments, locking cabinet	1		
STORAGE RACK, GUITAR		\$1,760.00	\$1,760.00
STORAGE RACK, CHAIRS	1	\$1,035.00	\$2,070.00
Category Total:			\$3,830.00
TOTAL			\$173,462.00