



# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

January 7, 2013

Contract Number: 02403

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/adminfin/purchasing/>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 1, 2012 through January 13, 2014

Contractor: Loren Groening Piano Service  
406 Linda Lane  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [lorenegroening@yahoo.com](mailto:lorenegroening@yahoo.com)  
Contact Person: Loren Groening

Prices: See Below

Conditions:

### Item #1: Pricing effective November 1, 2012 to January 13, 2013

INSPECT, ADJUST, CLEAN AND TUNE (approximately forty-five [45] piano units currently in service)		
	PER UNIT	SPECIAL TUNING(S) AND/OR EVENT(S) RATE PER HOUR (FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)
<b>2011-2012 YEAR</b>	<b>\$80.00</b>	<b>\$40.00</b>
Major pitch corrections	\$15.00	

### Item #2: New Pricing Schedule Effective January 14, 2013 to January 13, 2014

INSPECT, ADJUST, CLEAN AND TUNE (approximately forty-five [45] piano units currently in service)		
	PER UNIT	SPECIAL TUNING(S) AND/OR EVENT(S) RATE PER HOUR (FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)
<b>2012-2013 YEAR</b>	<b>\$84.00</b>	<b>\$44.00</b>
Major pitch corrections	\$19.00	



# FORT HAYS STATE UNIVERSITY

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## CONTRACT ADDENDUM

October 24, 2011

Contract Number: 02403

Addendum: 4

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/adminfin/purchasing/>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 1, 2011 through October 31, 2012

Contractor: Loren Groening Piano Service  
406 Linda Lane  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [lorenegroening@yahoo.com](mailto:lorenegroening@yahoo.com)  
Contact Person: Loren Groening

Prices: See Below

Conditions:

**Item #1: Fort Hays State University is administering the contract instead of the State of Kansas Division of Purchases.**

**Item #2: This is a "Sole Source" contract to extend contract period as indicated above to cover the Piano Maintenance and Tuning Service [INSPECT, ADJUST, CLEAN AND TUNE] for the Fort Hays State University Music Department.**

**Item #3: New Pricing Schedule**

INSPECT, ADJUST, CLEAN AND TUNE (approximately forty-five [45] piano units currently in service)		
	PER UNIT	SPECIAL TUNING(S) AND/OR EVENT(S) RATE PER HOUR (FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)
<b>2011-2012 YEAR</b>	<b>\$80.00</b>	<b>\$40.00</b>
<b>Major pitch corrections</b>	<b>\$15.00</b>	



# FORT HAYS STATE UNIVERSITY

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## CONTRACT ADDENDUM

October 29, 2010

Contract Number: 02403

Addendum: 3

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/adminfin/purchasing/>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 1, 2010 through October 31, 2011

Contractor: Loren Groening Piano Service  
406 Linda Lane  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [lorenegroening@yahoo.com](mailto:lorenegroening@yahoo.com)  
Contact Person: Loren Groening

Prices: See Below

Conditions:

**Item #1: Fort Hays State University is administering the contract instead of the State of Kansas Division of Purchases.**

**Item #2: This is a "Sole Source" contract to extend contract period as indicated above to cover the Piano Maintenance and Tuning Service [INSPECT, ADJUST, CLEAN AND TUNE] for the Fort Hays State University Music Department.**

**Item #3: New Pricing Schedule**

INSPECT, ADJUST, CLEAN AND TUNE (approximately forty-five [45] piano units currently in service)		
	PER UNIT	SPECIAL TUNING(S) AND/OR EVENT(S) RATE PER HOUR (FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)
<b>2010-2011 YEAR</b>	<b>\$80.00</b>	<b>\$40.00</b>
<b>Major pitch corrections</b>	<b>\$15.00</b>	



# FORT HAYS STATE UNIVERSITY

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## CONTRACT ADDENDUM

November 17, 2009

Contract Number: 02403

Addendum: 2

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/adminfin/purchasing/>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 1, 2009 through October 31, 2010

Contractor: Loren Groening Piano Service  
406 Linda Lane  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [lorenegroening@yahoo.com](mailto:lorenegroening@yahoo.com)  
Contact Person: Loren Groening

Prices: See Below

Conditions:

**Item #1: Fort Hays State University is part of a Purchasing Pilot Program and is administering the contract instead of the State of Kansas Division of Purchases.**

**Item #2: This is a "Sole Source" contact to extend contract period as indicated above to cover the Piano Maintenance and Tuning Service [INSPECT, ADJUST, CLEAN AND TUNE] for the Fort Hays State University Music Department.**

**Item #3: New Pricing Schedule**

INSPECT, ADJUST, CLEAN AND TUNE (approximately forty-five [45] piano units currently in service)		
	PER UNIT	SPECIAL TUNING(S) AND/OR EVENT(S) RATE PER HOUR (FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)
<b>2009-2010 YEAR</b>	<b>\$80.00</b>	<b>\$40.00</b>
<b>Major pitch corrections</b>	<b>\$15.00</b>	

## ADDENDUM

November 30, 2006

Addendum Number: 1

Contract Number: 02403

PR Number: 03599

Procurement Officer: Thurston L. Smith  
Telephone: 785-296-7251  
E-Mail Address: [thurston.smith@da.ks.gov](mailto:thurston.smith@da.ks.gov)  
Web Address: <http://da.ks.gov/purch>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 1, 2006 through October 31, 2009

Contractor: Loren Groening Piano Service  
406 Linda Lane  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [lorenegroening@yahoo.com](mailto:lorenegroening@yahoo.com)  
Contact Person: Loren Groening

Prices: See Below

Conditions:

**Item #1: This is a "Sole Source" contact to extend contract period as indicated above to cover the Piano Maintenance and Tuning Service [INSPECT, ADJUST, CLEAN AND TUNE] for the Fort Hays State University Music Department.**

### Item #2: New Pricing Schedule

INSPECT, ADJUST, CLEAN AND TUNE (approximately forty-five [45] piano units currently in service)		
	PER UNIT	SPECIAL TUNING(S) AND/OR EVENT(S) RATE PER HOUR (FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)
<b>2006-2007 YEAR</b>	<b>\$62.00</b>	<b>\$31.00</b>
<b>2007-2008 YEAR</b>	<b>\$68.00</b>	<b>\$34.00</b>
<b>2008-2009 YEAR</b>	<b>\$74.00</b>	<b>\$37.00</b>
<b>Major pitch corrections</b>	<b>\$15.00</b>	

**State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

**Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendor's response including any addenda, appendices and exhibits.

**Order of Preference:** Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

**Indefinite Quantity Contract:** This Solicitation is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

**Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- a. Contractor fails to make delivery of goods or services as specified in this contract; or
- b. Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

**Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

**Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- (1) date of invoice;
- (2) date of shipment (or completion of work);
- (3) purchase order number and contract number;
- (4) itemization of all applicable charges; and
- (5) net amount due.

**Transportation Charges:** All prices bid must be "Net Delivered Prices". All handling and transportation charges are to be prepaid to destination and absorbed by the contractor.

**Quality:** Materials used and workmanship shall be of the highest quality. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the contractor's expense.

The decision of the Director of Purchases shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the contractor.

**Prices:** Prices shall remain firm throughout the contract period.

**Payment:** Payments will be made in regular routine upon receipt of Contractor's invoice submitted to the agency. Payment will be made as required under the Kansas Prompt Payment Act. For further information about the Prompt Payment Act, please contact the Division of Purchases. Contractor's invoice must be priced in accordance with the contract award.

## Service(s)

Service to be rendered under the terms of this agreement is to include at least two [2] complete tuning technical inspections during the contract year on each of the approximately forty-five [45] pianos in service. All service to be on a prearranged schedule approved by the department concern.

Additional tunings may be called for on specific pianos during the contract year. This would include tunings for concert groups and individual recitals and **may be at other than regular working days and times**. When the tuner is required to stand-by following the initial tuning or during the performance for a period greater than one [1] hour, then the stand by rate would apply. The written recommendation for repair requirements will be waived for these tunings.

The contractor is to inspect, adjust, clean and tune pianos in service at Fort Hays State University. On instruments requiring repairs exceeding the **fifty [\$50.00] dollar** limitations, the contractor will submit, without additional charge, a written recommendation concerning repairs needed and an estimate of the costs for labor and parts for such repairs. All such estimates will be made according to the current and approved price list of the Piano Technicians Guild, or a similar guild which is based on the national average and which includes all necessary parts.

Payment of the inspection and tuning fees will be made each month upon presentation of invoice for the services performed during the period. Invoices must designate each piano by make, serial number and location, and written recommendations as required must accompany invoices. Any minor repairs up to \$50.00 may be included without prior authorization or written report when they can be completed during the tuning and inspection sessions. Any repairs above **fifty [\$50.00] dollars** and up to **three-hundred [\$300.00] dollars** need prior approval from the Fort Hays State University Chairman of the Music Department.

Upon approval by the designated University official of the recommendations and estimates as required in the above paragraph, repairs will be made by the contractor. Invoices for such repairs and parts may be submitted for payment upon completion of each job. Such repair and parts invoices must be accompanied by a copy of the approved estimate. Major repairs (over \$300) may be purchased on separate bids. Although the contractor will be expected to quote on such major repairs, the University reserves the right to seek individual bid estimates on repairs exceeding **three-hundred [\$300.00] dollars**.

All replacement parts used in such repairs are to be guaranteed for one [1] year free of defective material or workmanship. Any defective parts are to be replaced without charge.

Only technicians who are currently **Certified Tuner/Technicians** by the **Piano Technicians Guild [PTG]** will be considered as qualified to perform this contract. In addition, the contractor must be available for such special and emergency service.

Service calls are to be made at the mutual convenience of the contractor and music faculty. Emergency tunings may be done on a special call basis.

The contractor's responsibility is to see that the required services are performed on time and according to the standards of the Music Department at Fort Hays State University. The state reserves the right to request examination and evaluation of work performed under this agreement.



# K A N S A S

D. KEITH MEYERS, DIRECTOR

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES

LANDON STATE OFFICE BUILDING, 900 SW JACKSON ST., RM 102N, TOPEKA, KS 66612-1286  
Voice 785-296-2376 Fax 785-296-7240 <http://da.state.ks.us/purch>

KATHLEEN SEBELIUS, GOVERNOR  
DUANE A. GOOSSEN, SECRETARY  
CAROL L. FOREMAN, DEPUTY SECRETARY

## CONTRACT RENEWAL

Date of Renewal: September 10, 2004

Contract Number: 02403

PR Number: 03599

Procurement Officer: Thurston L. Smith  
Telephone: 785-296-7251  
E-Mail Address: [thurston.smith@da.state.ks.us](mailto:thurston.smith@da.state.ks.us)  
Web Address: <http://da.state.ks.us/purch>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location: Hays, KS

Period of Contract: November 1, 2004 through October 31, 2005

Contractor: Loren Groening Piano Service  
1010 Reservation Rd. Lot 10 - I  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [loren\\_groening@yahoo.com](mailto:loren_groening@yahoo.com)  
Contact Person: Loren Groening

Prices: Inspect, Adjust, Clean and Tune @ \$ 54.00 each  
Special Tuning's Rate Per Hour @ \$ 30.00  
(for concert groups and individual recitals)

Political Subdivisions: Pricing **is** available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may not** use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

Conditions:

This renewal is made in accordance with the "Renewal Clause" contained in the original contract dated November 3, 2000 and any addenda issued thereafter. Approval of this renewal has been expressed by the contractor and the Director of Purchases for the State of Kansas.

All terms, prices and conditions of the original contract as amended shall remain in effect.

**Political Subdivisions:** Political Subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by the Division of Purchases. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.

**Quarterly Reports:** The vendor is required to submit quarterly, to the Division of Purchases, all acquisitions made by the state from this contract. This report should include as a minimum the agency name, quantity, description, and amount.





# K A N S A S

D. KEITH MEYERS, DIRECTOR

KATHLEEN SEBELIUS, GOVERNOR  
HOWARD R. FRICKE, SECRETARY

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES  
LONDON STATE OFFICE BUILDING, 900 SW JACKSON ST., RM 102N, TOPEKA, KS 66612-1286

Voice 785-296-2376 Fax 785-296-7240 <http://da.state.ks.us/purch>

## CONTRACT RENEWAL

Date of Renewal: October 23, 2003

Contract Number: 02403

PR Number: 03599

Procurement Officer: Thurston L. Smith  
Telephone: 785-296-7251  
E-Mail Address: [thurston.smith@da.state.ks.us](mailto:thurston.smith@da.state.ks.us)  
Web Address: <http://da.state.ks.us/purch>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location: Hays, KS

Period of Contract: November 1, 2003 through October 31, 2004

Contractor: Loren Groening Piano Service  
1010 Reservation Rd. Lot 10 - I  
Hays, KS 67601  
Telephone: 785-623-2887  
E-Mail: [loren\\_groening@yahoo.com](mailto:loren_groening@yahoo.com)  
Contact Person: Loren Groening

Prices: Inspect, Adjust, Clean and Tune @ \$ 53.00 each  
Special Tuning's Rate Per Hour @ \$ 30.00  
(for concert groups and individual recitals)

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

Conditions:

This renewal is made in accordance with the "Renewal Clause" contained in the original contract dated November 3, 2000 and any addenda issued thereafter. Approval of this renewal has been expressed by the contractor and the Director of Purchases for the State of Kansas.

All terms, prices and conditions of the original contract as amended shall remain in effect.

**Political Subdivisions:** Political Subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by the Division of Purchases. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.

**Quarterly Reports:** The vendor is required to submit quarterly, to the Division of Purchases, all acquisitions made by the state from this contract. This report should include as a minimum the agency name, quantity, description, and amount.



# K A N S A S

HOWARD R. FRICKE, SECRETARY

KATHLEEN SEBELIUS, GOVERNOR

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES  
LONDON STATE OFFICE BUILDING, 900 SW JACKSON ST., RM 102N, TOPEKA, KS 66612-1286

Voice 785-296-2376 Fax 785-296-7240 <http://da.state.ks.us/purch>

## CONTRACT RENEWAL

Date of Renewal: February 14, 2003

Contract Number: 02403

PR Number: 03599

Procurement Officer: Thurston L. Smith  
Telephone: 785-296-7251  
E-Mail Address: [thurston.smith@da.state.ks.us](mailto:thurston.smith@da.state.ks.us)  
Web Address: <http://da.state.ks.us/purch>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 1, 2002 through October 31, 2003

Contractor: Loren Groening Piano Service  
1010 Reservation Rd. Lot 10 - I  
Hays, KS 67601  
E-Mail: [loren\\_groening@yahoo.com](mailto:loren_groening@yahoo.com)  
Telephone: 785-623-2887  
Contact Person: Loren Groening

Prices: Inspect, Adjust, Clean and Tune @ \$ 52.00 each  
Special Tuning's Rate Per Hour @ \$ 30.00  
(for concert groups and individual recitals)

Pricing is available to the political subdivisions of the State of Kansas.

Agencies may not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fees **are not** incorporated into the unit prices of this contract.

Conditions:

This renewal is made in accordance with the "Renewal Clause" contained in the original contract dated November 3, 2000 and any addenda issued thereafter. Approval of this renewal has been expressed by the contractor and the Director of Purchases for the State of Kansas.

All terms, prices and conditions of the original contract as amended shall remain in effect.



## DEPARTMENT OF ADMINISTRATION

Division of Purchases

**BILL GRAVES**  
*Governor*

**JOYCE H. GLASSCOCK**  
*Acting Secretary of Administration*

**JOHN T. HOULIHAN**  
*Director of Purchases*  
900 S.W. Jackson, Room 102-N  
Landon State Office Building  
Topeka, KS 66612-1286  
(785) 296-2376  
FAX (785) 296-7240  
<http://da.state.ks.us/purch>

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### CONTRACT RENEWAL

Date of Renewal: January 8, 2002

Contract Number: 02403

PR Number: 03599

Procurement Officer: Thurston L. Smith  
Telephone: 785-296-7251  
E-Mail Address: [thurston.smith@state.ks.us](mailto:thurston.smith@state.ks.us)  
Web Address: <http://da.state.ks.us/purch>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 3, 2001 through October 31, 2002  
(With the option to renew for one (1)  
additional twelve (12) month periods)

Contractor: Loren Groening Piano Service  
1010 Reservation Rd. Lot 10 - I  
Hays, KS 67601  
Telephone: 785-623-2887  
Contact Person: Loren Groening

Prices: Inspect, Adjust, Clean and Tune @ \$ 51.00 each  
Special Tuning's Rate Per Hour @ \$ 30.00  
(for concert groups and individual recitals)

Pricing is available to the political subdivisions of the State of Kansas.

Agencies may not use State of Kansas Business Procurement Card for purchases from this contract.

Conditions:

This renewal is made in accordance with the "Renewal Clause" contained in the original contract dated November 3, 2000 and any addenda issued thereafter. Approval of this renewal has been expressed by the contractor and the Director of Purchases for the State of Kansas.

All terms, prices and conditions of the original contract as amended shall remain in effect.



## DEPARTMENT OF ADMINISTRATION

Division of Purchases

**BILL GRAVES**  
*Governor*

**DAN STANLEY**  
*Secretary of Administration*

**JOHN T. HOULIHAN**  
*Director of Purchases*  
900 S.W. Jackson, Room 102-N  
Landon State Office Building  
Topeka, KS 66612-1286  
(785) 296-2376  
FAX (785) 296-7240  
<http://da.state.ks.us/purch>

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### CONTRACT AWARD

Date of Award: November 3, 2000

Contract Number: 02403

PR Number: 03599

Replaces Contract: 32785

Procurement Officer: Thurston L. Smith  
Telephone: 785-296-7251  
E-Mail Address: [thurston.smith@state.ks.us](mailto:thurston.smith@state.ks.us)  
Web Address: <http://da.state.ks.us/purch>

**Item: Piano Maintenance and Tuning Service**

Agency: Fort Hays State University  
Location(s): Hays, KS

Period of Contract: November 3, 2000 through October 31, 2001  
(With the option to renew for two (2)  
additional twelve (12) month periods)

Contractor: Loren Groening Piano Service  
1010 Reservation Rd. Lot 10 - I  
Hays, KS 67601  
Telephone: 785-623-2887  
Contact Person: Loren Groening

Prices: Inspect, Adjust, Clean and Tune @ \$ 50.00 each  
Special Tuning's Rate Per Hour @ \$ 30.00  
(for concert groups and individual recitals)

Pricing is available to the political subdivisions of the State of Kansas.

Agencies may not use State of Kansas Business Procurement Card for purchases from this contract.

Conditions:

**Scope:** This contract shall cover the procurement of Piano Maintenance and Tuning Service (INSPECT, ADJUST, CLEAN AND TUNE) for the Fort Hays State University Music Department as the primary user during the contract period.

**State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of it's purchases. No additional charges will be allowed for using the card.

**Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendors response including any addenda, appendices and exhibits.

**Order of Preference:** Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document.;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

**Term of Contract:** The term of this contract is for a one (1) year(s) period from the date of award with two (2) additional twelve(12) month optional renewal(s) at the option of the State and in written agreement of the parties.

**Indefinite Quantity Contract:** This Solicitation is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

**Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- a. Contractor fails to make delivery of goods or services as specified in this contract; or
- b. Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

**Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

**Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- (1) date of invoice;
- (2) date of shipment (or completion of work);
- (3) purchase order number and contract number;
- (4) itemization of all applicable charges; and
- (5) net amount due.

**Transportation Charges:** All prices bid must be "Net Delivered Prices". All handling and transportation charges are to be prepaid to destination and absorbed by the contractor.

**Quality:** Materials used and workmanship shall be of the highest quality. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the contractor's expense.

The decision of the Director of Purchases shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the contractor.

**Prices:** Prices shall remain firm throughout the contract period.

Price increases will be allowed at the time of renewal, if written request is submitted at that time. Letter requesting a increase in price is to be accompanied by documentation supporting the increase. Price increases are not to exceed 5% of the costs of the current contract price.

The contractor shall also make available to the State of Kansas any price decrease that may occur under the same conditions.

**Payment:** Payments will be made in regular routine upon receipt of Contractor's invoice submitted to the agency. Payment will be made as required under the Kansas Prompt Payment Act. For further information about the Prompt Payment Act, please contact the Division of Purchases. Contractor's invoice must be priced in accordance with the contract award.

**Requirements:** Service(s)

Service to be rendered under the terms of this agreement is to include at least two (2) complete tuning technical inspections during the contract year on each of the approximately forty-five (45) pianos in service. All service to be on a prearranged schedule approved by the department concern.

Additional tunings may be called for on specific pianos during the contract year. This would include tunings for concert groups and individual recitals and may be at other than regular working days and times. When the tuner is required to stand by following the initial tuning or during the performance for a period greater than one hour, then the stand by rate would apply. The written recommendation for repair requirements will be waived for these tunings.

The contractor is to inspect, adjust, clean and tune pianos in service at Fort Hays State University. On instruments requiring repairs exceeding the \$25.00 limitation per Paragraph 5 below, the contractor will submit, without additional charge, a written recommendation concerning repairs needed and an estimate of the costs for labor and parts for such repairs. All such estimates will be made according to the current and approved price list of the Piano Technicians Guild, or a similar guild which is based on the national average and which includes all necessary parts.

Payment of the inspection and tuning fees will be made each month upon presentation of invoice for the services performed during the period. Invoices must designate each piano by make, serial number and location, and written recommendations as required in Paragraph 4 must accompany invoices. Any minor repairs up to \$25.00 may be included without prior authorization or written report when they can be completed during the tuning and inspection sessions. Any repairs above \$25.00 and up to \$200.00 need prior approval from the Fort Hays State University Chairman of the Music Department.

Upon approval by the designated University official of the recommendations and estimates as required in Paragraph 10d above, repairs will be made by the contractor. Invoices for such repairs and parts may be submitted for payment upon completion of each job. Such repair and parts invoices must be accompanied by a copy of the approved estimate. Major repairs (over \$200) must be purchased on separate bids. Although the contractor will be expected to quote on such major repairs, the University reserves the right to seek individual bid estimates on repairs exceeding \$200.

All replacement parts used in such repairs are to be guaranteed for one (1) year free of defective material or workmanship. Any defective parts are to be replaced without charge.

Only technicians who are currently Certified Tuner/Technicians by the Piano Technicians Guild will be considered as qualified to perform this contract. In addition, the contractor must be available for such special and emergency service.

Service calls are to be made at the mutual convenience of the contractor and music faculty. Emergency tunings may be done on a special call basis.

The contractor's responsibility is to see that the required services are performed on time and according to the standards of the Music Department at Fort Hays State University. The state reserves the right to request examination and evaluation of work performed under this agreement.

**Pricing Page**

**UNIT PRICE**

**1<sup>st</sup> YEAR**

INSPECT, ADJUST, CLEAN AND TUNE \$ 50.00/each  
(approximately forty-five (45) pianos units currently in service)

SPECIAL TUNING(S) AND/OR EVENT(S) **RATE PER HOUR @** \$ 30.00/hour  
(FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)

**2<sup>ND</sup> YEAR**

INSPECT, ADJUST, CLEAN AND TUNE \$ 50.00/each  
(approximately forty-five (45) pianos units currently in service)

SPECIAL TUNING(S) AND/OR EVENT(S) **RATE PER HOUR @** \$ 30.00/hour  
(FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)

**3<sup>RD</sup> YEAR**

INSPECT, ADJUST, CLEAN AND TUNE \$ 50.00/each  
(approximately forty-five (45) pianos units currently in service)

SPECIAL TUNING(S) AND/OR EVENT(S) **RATE PER HOUR @** \$ 30.00/hour  
(FOR CONCERT GROUPS AND INDIVIDUAL RECITALS)