

# STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACTCONTRACT NUMBER: MA1231Page 1 of 6

#### **December 1, 2015**

Revision number:	Purchasing Agent: Wesley Sellers Phone #: 801-538-3709 Email: <u>wsellers@utah.gov</u>		
Item: Shelving, Filing and Storage, Mobile and			
Vendor: VC0000103612	NationWide Shelving 2180 S. Constitution Blvd. Salt Lake City, UT 84119		
Internet Homepage:	www.nationwideshelving.com		
General Contact: Telephone: Fax number: Email:	Chris Rodgers 801-328-8788 801-886-2530 <u>chris@nationwideshelving.com</u>		
Usage Report Contact:	Same		
Reporting Type: Brand/trade name:	Summary Aurora		
Price: Terms: Effective dates: Potential renewal options remaining: Days required for delivery: Price guarantee period:	12/01/2015 through 11/30/2020 None 30 Days 1 Year		
Freight: Minimum order: Min shipment without charges: Other conditions:	FOB Destination, Freight Prepaid. N/A N/A		

This is a new contract. See link to all Products listed on State Contract on page 5. Solicitation #: WS16009 Administrative Fee: The administrative fee for this contract is (0.40%) and is already included in the contract price.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately.

State agencies are to place orders directly with the vendor creating a PRC in Finet.



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This contract information sheet is subject to change. State Purchasing doesn't recommend that you print a copy due to the potential to change. Always view contract information online at <u>www.purchasing.utah.gov</u>

## Please contact the Purchasing Agent listed above if you have questions or concerns.

### **Products:**

Product listings include:

Stationary Shelving: Consists of storage units such as cantilever or other static shelving or filing systems.

Mobile Shelving – Motorized: Consists of storage units mounted on manufacturer's track-guided carriages to form a compact storage system. System design permits access to any single aisle by moving units until the desired aisle is opened. The carriage/rail system provides uniform carriage movement along the total length of travel, even with unbalanced loads.

Mobile Shelving – Mechanical: Consists of storage units mounted on manufacturer's track-guided carriages to form a compact storage system. System design permits access to any single aisle by manually moving units until the desired aisle is opened. The carriage/rail system provides uniform carriage movement along the total length of travel, even with unbalanced loads.

Mobile Shelving – Other: Consists of other mobile storage units not covered under the other categories.

Rotary Shelving: Consists of double-sided shelving that rotate 180 degrees allowing access to both sides from one position. System design allows for 2 rows of shelving in areas where usually only one would fit, therefore maximizing floor space.

Storage Products and Accessories: Consists of any additional storage products and accessories that complement the offered shelving and filing product lines.

#### Services:

The following services are offered as part of this contract:

Customer Service: Service provided to purchasing entities before, during, and after the purchase and installation.

Sales Service: Service provided to purchasing entity to assist in the product selection, order placement, and other information pertaining to the purchase of the product.

Design Services: Service provided to purchasing entity to assist in planning and determining the best utilization of available space based upon purchasing entity's needs and available storage space.

Installation Services: Service provided to purchasing entity where the Contracted Supplier will perform the installation of products ordered by the purchasing entity in the purchasing entities facility.

Warranty Resolution Services: Service provided to purchasing entity allowing for the reporting, tracking, and resolving any warranty claims submitted by the purchasing entity.



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**Insurance Requirements:** 

Insurance in accordance with Terms and Conditions (See full contract)

### Installation and Delivery: Installation Rate (\$60/Hour) Delivery Rate – Truck Fee (\$0.69/Mile) No truck fee within Salt Lake County

Installation/Full Service – Products will be delivered, unloaded, and assembled according to a design plan and to a move-in ready condition incorporating all Installation Scope of Work Mandatory Requirements. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the installation instructions and fees. All shipments shall be FOB Destination, Freight Prepaid. The Contracted Supplier or Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer shall make restitution, as agreed upon by the parties.

a. Delivery of goods shall be made to any location specified on the purchase order. These locations may include, but are not limited to, standard education buildings, high-rise buildings, receiving docks, and staging areas. Purchasing entities reserve the right to combine purchase order totals to calculate the volume discount.

b. It shall be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, uncrate, and assemble items ordered from any product category offered.

c. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the purchasing entity shall not be used.

d. Under no circumstances will Purchasing Entity personnel assist with unloading product.

e. The Purchasing Entities may elect to accept partial deliveries, however, payment will not be made until products have been received and accepted for the partial delivery.

f. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order.

g. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

h. In the event emergency or rush delivery is required as the result of an Contracted Supplier or Authorized Dealer's error; all shipping and handling and other associated charges shall be paid by the Contracted Supplier.

i. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Contracted Supplier or Authorized Dealer.

j. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team.

k. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.



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1. The Purchasing Entity shall incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error.

m. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier is not able to properly clean and ready the site for occupation by the designated move in date.

n. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier or Authorized Dealer.

o. The Contracted Supplier or Authorized Dealer must offer Design Services

p. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Purchasing Entity's project manager.

q. A punch list written by the Contracted Supplier and the Purchasing Entity shall be created consisting of a listing of any missing, incorrect, or damaged items approved and signed by the purchasing entity after issues are resolved.

r. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through

s. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use by the agreed upon timeframe of the Purchasing Entity.

t. Installation crews are responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. The purchasing entity is not responsible for tools left at the job site.

u. Installation quotes must include a detailed breakdown of cost including manhours.

v. Installation fees for high density mobile systems shall have a cap of 18% of purchase order product total. Installation fees for all other systems shall have a cap of 10% of purchase order product total. The cap is based on the total product purchase order amount. A contracted firm may request an exception to the cap directly to the purchasing entity for one or more of the following reasons. The request for exception must contain pertinent information and include a quote for installation costs. The request must be approved by the purchasing entity and the cost and/or any other terms included in the purchase order.

1. Labor market and/or prevailing wages for the installation location do not allow for the installation fee to be below the cap.

2. The installation project is more complex and requires more labor hours, expertise, additional field measurements, travel to remote locations, and/or other labor requirements that are not typical or do not fall below the installation cap.

## **Design Services:**

Contracted Supplier shall provide to all purchasing entities, through their Authorized Dealer network/representative, or a contracted supplier, all design services at no additional charge.

a. The design and plan shall be available electronically and incorporated in detailed drawings. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the Contracted Supplier for each Participating Entity.

b. The Contracted Supplier shall be responsible for all field verifications and any overages or shortages or all other ordering errors resulting from orders based on the design work completed by or on behalf of the Contracted Supplier. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contracted Suppliers' design or ordering process.



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c. If the Contracted Supplier is found to have designed and specified a new storage and/or filing system installation which does not fit properly due to inaccurate floor plans, it shall be the Contracted Supplier's responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment shall be made until the issue is fully resolved and approved by the Purchasing Entity's project.

d. The Contracted Supplier shall provide an installation plan showing in detail, the position of all new storage and/or filing products. The Purchasing Entity's project manager for any Participating Entity shall approve, in writing, the final plan.

e. The Contracted Supplier shall be responsible for all plans and their review for correct product application and stability. The Contracted Supplier is responsible for notification to the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.

f. The Contracted Supplier is responsible for accurately specifying all necessary products including parts, components, connectors, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the Contracted Supplier is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.

### Warranty and Maintenance:

The warranty period requirement for materials and products is ten (10) years from the date of completed installation and acceptance by the procuring agency. The warranty period for installation services is two (2) years from installation and acceptance by the procuring agency. (See full contract)

Contractor must provide maintenance services on installed equipment and respond to service calls within 24 hours.

### **Product Manuals:**

Upon request, an owner's manual shall be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manual shall contain complete maintenance and operating instructions.

## Link for all products listed on State Contract:

http://www.nationwideshelving.com/state-of-utah-shelving-contract.php



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#### **Prices for NationWide Shelving:**

Firm Name:	NationWide Shelving					
						Stora
						Produ
	Stationary Shelving	Mobile Shelving Motorized	Mobile Shelving Mechanical	Mobile Shelving Other	Rotary Shelving	
Price List Number:		Ŭ	0	0	•	Access
Price List Number: Price List Date:	Shelving	Motorized	Mechanical	Other	Shelving	Accesso 2015 201

#### Section II Volume Discount

Project Total - Tier	Stationary Shelving	Mobile Shelving Motorized	Mobile Shelving Mechanical	Mobile Shelving Other	Rotary Shelving	Storage Products and Accessories
\$0-3,000	40%	47%	47%	47%	47%	40%
\$3,001-8,000	40%	47%	47%	47%	47%	42%
\$8,001-12,000	40%	47%	47%	47%	47%	44%
\$12,001-24,000	47%	47%	47%	47%	47%	46%
\$24,001-50,000	47%	47%	47%	47%	47%	48%
\$50,001-\$75,000	47%	47%	47%	47%	47%	48%
\$75,001-\$150,000	47%	47%	47%	47%	47%	48%
\$150,001 and above	47%	47%	47%	47%	47%	48%

#### Section III Service Fees

Offerors must provide Installation services.

Installation Fee	Rate	U/M
Move/Relocate Labor:	\$60.00	Per Man Hour
New Installation Labor:	\$60.00	Per Man Hour
Travel Rates	Rate	U/M
Flat Fee for Delivery		
Truck Fee		Per Hour
Truck Fee	\$0.69	Per Mile

(Hourly OR Per Mile)

\*\*Travel Included within: Salt Lake County

\*\*Suppliers may designate an area of service where no truck fee will be charged.

FINET COMMODITY CODE(S):

- 42542 Filing Systems, Mobile, High Density (electrical and Mechanical)
- 42568 Rotary Filing Systems
- 42580 Shelving, Metal (not Library or Shop) 42581 Shelving, Mobile, Track or Trackless Type

**REVISION HISTORY:**