

## Term Contract No. 425H

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>425H</b>	<b>Cabinets, Storage/Wardrobe and Safety Storage</b>
<b>Effective Dates</b>	November 1, 2005 through January 31, 2012	
<b>Bid Number</b>	500256	
<b>Administrator</b>	Dorothy Shaw	
<b>Phone</b>	(919) 807-4535	
<b>Fax</b>	(919) 807-4511	
<b>E-Mail</b>	<a href="mailto:dorothy.shaw@doa.nc.gov">dorothy.shaw@doa.nc.gov</a>	
<b>Last Updated</b>	November 30, 2011	

### 1. General Information

**Service:** Service, for the purpose of this contract, shall include, but is not limited to, deliveries, installations, assisting using agencies with selecting and expediting shipments, calling on agencies to discuss their requirements, acting as a consultant in helping to select styles and making any recommendations which may be helpful to the agency.

**Special Requirements By User:** In cases where after review by the Division of Purchase and Contract it is determined that the user has justified special requirements for cabinets which cannot be fulfilled by the contract, the State reserves the right to satisfy these requirements by means other than the contract, and in accordance with statute.

All items listed herein meet the requirements of North Carolina Specification No. 7125-3, latest revision. This document can be viewed by accessing our home page at <http://www.pandc.nc.gov>, Term Contracts Section.

**Recycling/Sustainability:** According to NC General Statute 143—58.2, "IT IS THE POLICY OF THIS STATE TO ENCOURAGE AND PROMOTE THE PURCHASE OF PRODUCTS WITH RECYCLED CONTENT". Listed below is a description of how the recycled content comes into play for Storage, Combination Storage/Wardrobe and Wardrobe Cabinets:

MacThrift Office Furniture	Filing Cabinets have a 10% Recycled Content Corrugated cardboard boxes contain 50% post consumer waste – 100% recyclable after use.
School Specialty	Safety Storage Cabinets - 10% Recycled Content Shipping Containers 15% post consumer waste – 100% recyclable after use.

### 2. Scope of Contract

The scope of this contract is limited to Metal Safety Storage Cabinets used for storage of flammable and combustible liquids that are in safety cans and other closed metal containers. It also covers Metal Storage Cabinets not intended to store flammable and combustible liquids, such as Wardrobes and General Storage Cabinets, Combination Units, and Counter Height Cabinets. There is no intention to cover all the variations and sizes of cabinets commercially available, but only those most frequently used by State Agencies and Public Schools.

This contract is intended to cover the State's normal requirements of Cabinets, Storage/Wardrobe and Safety Storage for use by all State Agencies, Departments, Institutions, Public School Units (except those exempted by statute) and certain Non-State Agencies.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement that exceeds \$50,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)

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3. A separate Invitation for Bids may be issued for the requirement

**5. Minimum Orders**

This contract will be for a minimum order of one (1) cabinet for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

**6. Placement of Orders**

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

**7. Delivery**

Inside Delivery – Includes delivering to the agency location, uncrating, assembling (if applicable) and set in place ready for agency to use in desired location as determined by agency personnel. Inside Delivery and set up are included in the bid price. No deduction for drop shipments.

<b>CONTRACTOR/MANUFACTURER</b>	<b>DELIVERY</b>	<b>DEDUCT for DROP SHIP (Ea. Cabinet)</b>
MacThrift Office Furniture (Parent Metal Products)	14-28 Working Days	None
School Specialty (Justrite)	14-40 Days	\$25.00

Agencies are cautioned to check carefully for concealed damage before signing for delivery and to note on delivery ticket any damage and report such to contractor.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

**8. Transportation Charges**

All goods shall be delivered FOB DESTINATION when the "order value" is one (1) cabinet or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

**NOTE:** If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

**Note!** All shipments should be inspected for damage immediately upon receipt.

## 9. Item Pricing Information

### 9.A. Type I - Safety Storage Cabinets (for Flammable and Combustible Liquids)

Each cabinet shall be plainly marked with the name or recognized trademark of the manufacturer, the model number, and the storage capacity.

Each cabinet shall be painted for resistance to rust, chipping and chemicals and labeled in conspicuous lettering, "Flammable – Keep Fire Away". Color of finish coat for safety storage cabinets is YELLOW.

- Doors, bottoms, tops, and sides of safety cabinets are 18 gauge
- Leak proof wells to contain spills
- Unit has adjustable leveling device to keep cabinet level
- Internal temperature not more than 325 degrees Fahrenheit
- Removal metal shelves
- Two external exhaust vents which can be opened or plugged
- Finish coat to be powder paint

<b>Contractor/</b>	<b>SCHOOL SPECIALTY, INC.</b>
<b>Manufacturer</b>	<b>JUSTRITE (Price List dated Effective August 7, 2006)</b>
<b>Deduction for Drop Ship (Each Cabinet)</b>	<b>\$25.00</b>

<b>SELF-CLOSING CABINETS</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Color</b>	<b>Price Each</b>
1.	25530	30 gallon capacity with one adjustable shelf, one sliding door, self-closing 44" H x 43" W x 18" D, Shelf size 39-1/4" x 14"	Yellow	\$657.68
2.	25545	45 gallon capacity with two adjustable shelves, one sliding door, self-closing, 65" H x 43" W x 18" D, Shelf size 39-1/4" x 14"	Yellow	\$757.37
3.	25560	60 gallon capacity with two adjustable shelves, one sliding door, self-closing, 65" H x 34" W x 34" D, Shelf size 30" x 30"	Yellow	\$1,057.50

<b>NON-SELF-CLOSING CABINETS</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Color</b>	<b>Price Each</b>
4.	25300	30 gallon capacity with one adjustable shelf, two door manual, 44" H x 43" W x 18" D, Shelf size 39-1/4" x 14"	Yellow	\$542.38
5.	25450	45 gallon capacity with two adjustable shelves, two door manual, 65" H x 43" W x 18" D, Shelf size 39-1/4" x 14"	Yellow	\$685.11
6.	25600	60 gallon capacity with two adjustable shelves, two door manual, 65" H x 34" W x 34" D, Shelf size 30" x 30"	Yellow	\$817.89

**9.B. Type II- Storage, Combination Storage/Wardrobe and Wardrobe Cabinets**

<b>Contractor</b>	<b>MacThrift Office Furniture</b>
<b>Manufacturer</b>	<b>Parent Metal Products (Price List dated 1/1/2005)</b>
<b>Drop Ship</b>	<b>No Deduction</b>

<b>Storage Cabinet - 2 Door With Four Adjustable Shelves: (Non-Self-Closing) 2 Chrome Handles With Three Point Locking System, Concealed Hinges</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Colors (Specify)</b>	<b>Price Each</b>
7.	178-S	78" H x 36" W x 18" D	Blue, Light Gray, Black, Champagne	\$267.00
8.	278-S	78" H x 36" W x 24" D	Blue, Light Gray, Black, Champagne	\$320.00

<b>Counter Height Storage Cabinets, 2 Door, Two Adjustable Shelves: 2 Chrome Handles, Three Point Locking System, Concealed Hinges</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Colors (Specify)</b>	<b>Price Each</b>
9.	142-S	42" H x 36" W x 18" D	Blue, Light Gray, Black, Champagne	\$184.00
10.	242-S	42" H x 36" W x 24" D	Blue, Light Gray, Black, Champagne	\$218.00

<b>Combination Wardrobe And Storage Cabinets, 2 Door. Consists Of Three Half Shelves, One Full Shelf, One Garment Bar, 2 Chrome Handles, Three Point Locking System, Concealed Hinges</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Colors (Specify)</b>	<b>Price Each</b>
11.	178-C	78" H x 36" W x 18" D	Blue, Light Gray, Black, Champagne	\$340.00
12.	278-C	78" H x 36" W x 24" D	Blue, Light Gray, Black, Champagne	\$394.00

<b>Wardrobe Cabinet, 2 Door, With One Full Shelf And One Garment Bar: 2 Chrome Handles, Three Point Locking System, Concealed Hinges</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Colors (Specify)</b>	<b>Price Each</b>
13.	178-W	78" H x 36" W x 18" D	Blue, Light Gray, Black, Champagne	\$267.00
14.	278-W	78" H x 36" W x 24" D	Blue, Light Gray, Black, Champagne	\$320.00

<b>Extra Shelves And Keys</b>				
<b>Item</b>	<b>Catalog Number</b>	<b>Description</b>	<b>Colors (Specify)</b>	<b>Price Each</b>
15.	LD3618	36" x 18" Shelves, for Storage Cabinets Only	Blue, Light Gray, Black, Champagne	\$18.00
16.	LD3624	36" x 24" Shelves, for Storage Cabinets Only	Blue, Light Gray, Black, Champagne	\$22.00
17.	Keys	Extra Keys	N/A	\$11.00

**Paint colors listed in manufacturer's published catalog as available for that model are to be available at the price(s) offered herein without any additional charge.**

**10. Price Lists and Catalogs**

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

**11. Contractors**

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work

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centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

<b>Contractor Name /Federal ID</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Contact, Phone, Fax, E-Mail</b>
MacThrift Office Furniture	4603 Hillsborough Road	Durham, NC 27705	Donna Barkley, Genie Fishel 919-956-5585 800-955-2585 919-956-7499 Fax <a href="mailto:d.barkley@macthrift.com">d.barkley@macthrift.com</a>
School Specialty, Inc.	100 Paragon Parkway	Mansfield, OH 44903	Bonnie Green 800-305-0174 Ext. 1692 800-774-8314 Fax <a href="mailto:bgreen@schoolspecialty.com">bgreen@schoolspecialty.com</a>

**Orders for Type I Safety Storage Cabinets, for Flammable and Combustible Liquids** are to be placed with responsible the dealers listed below:

<b>Dealer Name For Type I Cabinets</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Contact, Phone, Fax, E-Mail</b>
School Specialty, Inc.	3208 Peebles Road	Raleigh, NC 27616	Alicia Stokes 919-796-6440 919-217-9828 Fax <a href="mailto:astokes@schoolspecialty.com">astokes@schoolspecialty.com</a>
School Specialty, Inc.	41 Azalea Drive	Weaverville, NC 28787	Mike Jackson 828-775-7424 <a href="mailto:mjackson@schoolspecialty.com">mjackson@schoolspecialty.com</a>
School Specialty, Inc.	3033 Southampton Circle	Gastonia, NC 28056	Jim Pass 704-853-8968 704-853-8909 Fax <a href="mailto:jpass@schoolspecialty.com">jpass@schoolspecialty.com</a>

**Orders for Type II Storage, Combination Storage/Wardrobe and Wardrobe Cabinets** are to be placed with the dealers listed below:

<b>Dealer Name For Type II Cabinets</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Contact, Phone, Fax, E-Mail</b>
MacThrift Office Furniture	1323 Capital Boulevard	Raleigh, NC 27603	Rene Haithcox 919-433-5102 800-955-2580 <a href="mailto:r.haithcox@macthrift.com">r.haithcox@macthrift.com</a>
MacThrift Office Furniture	800 Clanton Road Suite H Waterford Ctr.	Charlotte, NC 28217	Sherry Cascuccio 800-263-1250

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			704-523-6220
			704-940-0539 Fax
			<a href="mailto:s.casuccio@macthrift.com">s.casuccio@macthrift.com</a>
MacThrift Office Furniture	719 N. Regional Rd.	Greensboro, NC 27409	Kim Cockerham
			800-933-6967
			336-274-0185 Fax
			<a href="mailto:k.cockerham@macthrift.com">k.cockerham@macthrift.com</a>
MacThrift Office Furniture	1311 W. Arlington Blvd.	Greenville, NC 27834	Angel Waddell
			252-353-1103
			800-745-8586
			252-353-4103 Fax
			<a href="mailto:a.waddell@macthrift.com">a.waddell@macthrift.com</a>
MacThrift Office Furniture	7217 Ogden Business Lane, Unit 115	Wilmington, NC 28411	Kelly Thompson
			800-722-8615
			910-332-0286
			910-332-0287 Fax
			<a href="mailto:k.Thompson@macthrift.com">k.Thompson@macthrift.com</a>

**12. Warranty**

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of one (1) year from date of acceptance. Such replacement shall include parts, freight, labor, and round-trip travel to the user's site, which will all be the responsibility of the contractor.

**13. Substitutions**

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**14. Contract Addenda**

Addendum 1	Location for School Specialty in Gastonia, NC has been removed from contract.
Addendum 2	Effective November 9, 2006 MacThrift Office Furniture (Parent Metal) – Price Increase
Addendum 3	Effective July 25, 2007 School Specialty, Inc. (Justrite) – Price Increase, Price List dated August 7, 2006
Addendum 4	Contract extended until October 18, 2007.
Addendum 5	Contract extended until December 31, 2007.
Addendum 6	Contract extended until June 30, 2008.
Addendum 7	Effective June 10, 2008 MacThrift Office Furniture (Parent Metal) – Price Increase Contract extended until September 30, 2008
Addendum 8	Federal Tax ID Numbers removed August 28, 2008
Addendum 9	Contract extended until November 1, 2008
Addendum 10	Contract extended until February 28, 2009
Addendum 11	Contract extended until April 30, 2009
Addendum 12	Effective April 10 & 15, 2009 School Specialty, Inc. (Justrite) – Price Increase, Price List dated 9-1-08 Contract extended until July 31, 2009
Addendum 13	Contract extended until October 31, 2009
Addendum 14	Contract extended until December 31, 2009

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Addendum 15	Contract extended until March 31, 2010
Addendum 16	Contract extended until June 30, 2010
Addendum 17	Contract extended until September 30, 2010
Addendum 18	Contract extended until December 31, 2010
Addendum 19	Contract extended until March 31, 2011
Addendum 20	Contract extended until June 30, 2011
Addendum 21	Contract extended until September 30, 2011
Addendum 22	Contract extended until January 31, 2012 MacThrift – Price Increase
Addendum 23	Contract administrator: Dorothy Shaw