

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

**#11a**

Date: 10/19/2016 Weekly Agenda Date: 10/25/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz, Building Services Director

**WORDING FOR AGENDA ITEM:**

Motion to approve purchase of storage shelving units for Prairie Hills Clerk files.

**ACTION REQUIRED:**

- |  |   |  |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/>   | Approve Motion <input checked="" type="checkbox"/> |
| Give Direction <input type="checkbox"/>    | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/>               |

**EXECUTIVE SUMMARY:**

Shelving is required to relocate Clerk of Court files from Prairie Hills to the Building Services facility. Pricing has been received on both new and used units.

**BACKGROUND:**

Over Four Hundred boxes of Clerk of Court permanent files and 250 large books are located at Prairie Hills in several rooms and are currently stacked on the floor. Relocating files, books, and storing them on shelving units will reduce the footprint size, allow document access, and a controlled environment will preserve files. The closer proximity also allows the Clerks more convenient access.

**FINANCIAL IMPACT:**

\$10,000.00  
2016 CIP #D2

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Approve purchase of 33 heavy duty used shelving units and relocate files from Prairie Hills to Building Services.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve purchase of 33 used shelving units per quote dated 10/14/2016 from Premier Furniture & Equipment.



# QUOTE

Revised - Record Storage - USED OPTION  
Friday, October 14, 2016

**Roger A. Johnson**  
208 Oak Ridge Circle  
PO Box 223  
Waverly, IA 50677  
(319) 596-5120

Bill To:		
	IA	
Phone		
Fax		
Email		

Ship To:		
Woodbury County		
Attn:	Kenny Schmitz	
401 8th Street		
Sioux City	IA	51101
Phone	712-279-6539	
Email	0	

Ship Date
0

Purchase Order
Proposal

Unloaded By
Owner

Installed By
Owner

Qty	Item #	Manufacturer	Description	Unit Price	Ext. Price
27	2469RS-BOX USED SHELVING OPTION	Premier	Record Storage Shelving - BANKER BOX * 24"d x 69"w x 96"t - 7 Shelf * Approx 35 Bankers Boxes per unit. * Steel frame wood deck platform shelves * 800 lbs. per shelf capacity	\$269.23	\$7,269.21
6	3069RS-BKS USED SHELVING OPTION	Premier	Record Storage Shelving - BOOKS * 30"d x 69"w x 96"t - 7 Shelf * Approx 168 Books per unit. * Steel frame wood deck platform shelves * 800 lbs. per shelf capacity	\$315.38	\$1,892.28
1	Notes:	Premier F&E	Quoted Price Includes Shipping. * Based on Complete Order. * Dock to Dock Delivery. * Owner to Unload & Install. * LTL Drop Shipment.	\$838.51	\$838.51
<b>Total</b>					<b>\$10,000.00</b>

Customer Approval Signature \_\_\_\_\_

Quotation Valid For 30 Days - Prices Subject To Change - Prices Based Upon Total Purchase

**Guaranteed Best Price** Premier F&E will never knowingly sell a product or a service at a higher price than any competitor. If you find a better price, Premier F&E will match the price plus offer you a \$50.00 credit on your next order.



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## PREMIER FURNITURE & EQUIPMENT TERMS & CONDITIONS

### Contract Formation

Premier Furniture & Equipment (Premier F&E) will not agree to any terms that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Purchaser which are additional to or in conflict with inconsistent with those herein shall be considered to be inapplicable and shall have no force or effect. Processing of purchase order, if purchaser has not otherwise agreed to these terms, Purchaser's acceptance of delivery of, or payment for, the Products will constitute Purchaser's acceptance of these terms. The parties intend these terms as a final expression of their agreement and as a complete and exclusive statement of the terms and conditions of the agreement. These terms and conditions may not be abrogated, varied, modified, supplemented or waived except in writing and signed by an authorized representative of Premier F&E.

### Order Acceptance

Any other issues by Purchaser are subject to final approval of Premier F&E.

### Order Changes

Changes to orders in process must be in writing and will result in price adjustments and/or rescheduling of the order for delivery.

### Order Cancellation

In the event of order cancellation, the customer will be responsible for all the expenses incurred in the producing the order through the date of cancellation. These charges would include materials purchased and labor consumed in producing the order.

### Terms of Sale

Due to the custom nature of its products an initial payment of 50% of the total order amount may be required at the time of the order placement with the remaining balance to become due net 30 days from date of the final invoice. The final invoice will be forwarded at the time of shipment of the product for delivery. In the event that an order is delayed for a period of 30 days or more beyond the original requested shipping date, through no fault of Premier F&E, then an additional payment of 25% of the total order amount will become due and payable, with the remaining balance to become due net 30 days from date of the final invoice.

### Past Due Charges

If payment is not made according to terms governing the sale, the unpaid balance shall bear interest at the rate of 1.5 percent per month or 18 percent annually until paid.

### Applicable Prices

Prices and discounts are subject to change. Applicable prices will be those in effect at the time of quotation.

### Taxes

Unless specifically stated, prices do not include any federal, state or local taxes which may now or hereafter be applicable to or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Premier F&E for any such taxes, which Premier F&E or Premier F&E's subcontractors or suppliers are required to pay.

### Delivery

All orders are shipped F.O. B. direct from manufacturer. Premier F&E will select the method of packaging or crating, the routing and the carrier. Any additional expense resulting from customer's request for special shipping or routing will be billed to the customer. Risk of loss or damage to any part of a shipment shall pass to the customer upon delivery. Delivery to be determined by F.O. B. point. Any delivery information (including time of shipment) is approximate. Premier F&E shall use its best efforts to make delivery as scheduled, but Premier F&E shall not be liable for any loss or damage resulting from a failure to deliver or delays in delivery caused by labor dispute (including a strike, slowdown, or lockout), fire flood, governmental act or regulation, riot, inability to obtain supplies, materials or shipping, space, plant breakdown, power failure, delay, or interruption of carries, accident, acts of God or other causes beyond, Premier F&E's control. Furthermore, Premier F&E shall not be liable for any incidental, special or consequential damages resulting from Premier's failure to meet delivery schedules.

### Storage Charges

Storage and handling charges will be assessed for completed orders which have been delayed at customer request.

### Merchandise Shortage

Shortage of merchandise must be reported within 48 hours of receipt of shipment.

### Installation

Installation will be performed by an authorized installation sub-contractor, if requested and included on quote form and purchase order. Installation rates are normally provided at the time of quotation. Unless specifically agreed to, installation rates quoted are based on nonunion labor. If union or prevailing wage is required for installation, additional expense incurred will be invoiced to customer. Installation is scheduled at the customer's request and in accordance with acknowledged shipping date. Site conditions must be suitable for furniture installation specifically including the prior completion of flooring/carpeting and overhead work for areas in which furniture is to be installed. Premier F&E will use its best efforts to coordinate with the customer regarding site conditions prior to delivery, however, if installation delays are encountered due to site conditions and through no fault of Premier F&E, additional expense incurred will be invoiced to the customer. This specifically includes any installation return trips which may be required due to site conditions beyond the control of Premier F&E.

### Security Interest

Purchaser hereby grants to Premier F&E a security interest in the products which are subject of the agreement until the products are paid in full. At Premier F&E's request. Purchaser shall execute and deliver to Premier F&E's request. Purchaser shall execute and deliver to Premier F&E a financial statement in a form acceptable to Premier F&E to perfect this security interest.

### Warranty

Premier F&E warrants its products to be free of defects in materials and workmanship per manufacturer's written warranty. This warranty extends from the date of installation and is based on normal usage of the product in accordance of the original manufacturer warranty. This warranty does not apply to possible damage or misuse of the product and does not cover normal wear and tear, vandalism and misuse. Upon being notified of a potential warranty defect, Premier F&E at its option will either repair or replace the item as originally specified by the original manufacturer. Damage caused by a freight carrier is not covered under this policy.

Premier F&E shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed and implied warranties and constitutes the sole and exclusive liability of Premier F&E. No person other than an authorized officer of Premier F&E may modify or expand the warranty provided herein or in any quotation to Purchaser, waive any of the limitations, or make any different or additional warranties with respect of any Product, and any statements of the contract are hereby rendered null and void.

### Damaged Shipments:

Any product that is received with noticeable or presumed damages must be noted on freight companies paper work at time of signing for the delivery. Failure to do so will result in purchaser accepting responsibility for the condition of damaged goods. Purchaser is not required to accept shipments that are damaged. Purchaser is required to inform Premier F&E customer service within 48 hours of any damages, including concealed damages. Manufacturer and Premier F&E reserves the right to replace or repair damaged products.

### Code Restrictions

Premier F&E considers products listed herein as portable furniture and as such, the products are subject to local fire, electrical and building codes applicable to portable furniture. Purchaser is responsible for the proper allocation of Premier F&E products to the local, state and federal codes under which installation must be made. It is the responsibility of the purchaser to obtain all necessary approvals and permits, including a certificate of occupancy if applicable. All permanent electrical connections from the furniture to the power source shall be performed by a licensed electrician and are the sole responsibility of the purchaser.

### Return Materials Authorization

To return materials to Premier F&E for any reason, please contact the Customer Service Department for a return authorization number. If materials is being returned due to some fault of Premier F&E, it may be shipped back freight collect. If material was ordered but not needed by the customer, and Premier F&E agrees to allow the return, the freight must be prepaid and a handling and restocking fee will be charged to purchaser. Special items and fabric-covered items may not be returned. A restocking fee and handling charge, no less than 25%, will be billed to the purchaser.

### Applicable Law

These terms and conditions, and the agreement evidenced hereby, shall be governed by and interpreted according to the laws of the state of Iowa. Any lawsuit arising out of these terms and conditions, or the agreement evidenced hereby, or relating to the Products may be maintained only in a federal or state court located within Iowa, and Purchaser irrevocably consents to the personal jurisdiction of any such court and the laying of venue therein.