



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA986**

December 31, 2014

Revision number:

Purchasing Agent: Terri O'Toole

Phone #: (801) 538-3147

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Item: MUSIC ROOM FURNITURE: Music Stands, Music Chairs – General, Conductor Equipment, Storage, Theater Equipment, Acoustical shells, Stage Platforms.

Vendor: VC0000144406

Wenger Corporation

555 Park Drive

Owatonna, MN 55060

Internet Homepage:

www.wengercorp.com

General Contact:

Patty Kulla

Telephone:

(800) 733-0393 ext 204

Fax number:

(507) 775-8582

Email:

patty.kulla@wengercorp.com

Reporting Type:

Line

Brand/trade name:

Wenger

Price:

See attached Price Schedule

Terms:

Net 30

Effective dates:

12/31/14 through 12/30/2019

Potential renewal options remaining:

Days required for delivery:

30 to 45 Days ARO

Price guarantee period:

1 year.

Freight:

FOB Destination: Freight Prepaid or FOB Origin, Freight Collect. Specify on PO.

Minimum order:

No minimum order.

Other conditions:

See Delivery and Set-up Services Terms.

This is a new Contract with the same vendor.

Solicitation #: TO15010

The administrative fee for this contract is **0.25%** and is already included in the contract price.

This is a multiple award contract. Please see MA2191 for specialty music chairs.

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 www.purchasing.utah.gov

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

MA986 Cost Schedule

Music Stands	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price
Bravo Music Stand Desk 20 3/8 X 13 1/2 height; 24" to 45 1/2 lip to floor. 5 year warranty	Wenger 1020351	\$89.00	19%	13%	\$72.00	\$77.00	\$12.00
Roughneck Music Stand Desk 12" X 20"; height 24" to 46 lip to floor. 5 year warranty	Wenger 038A001	\$68.00	19%	12%	\$55.00	\$60.00	\$12.00
Classic 50 Music Stand Desk 13 1/2" X 20"; height 25 1/2" to 49" lip to floor. 5 year warranty	Wenger 038A001	\$61.00	20%	13%	\$49.00	\$53.00	\$12.00
Preface Music Stand Desk 13 1/2" X 20"; height 25 1/2" to 49" lip to floor. 5 year warranty	Wenger 237B500	\$45.00	24%	18%	\$34.00	\$37.00	\$12.00
Duet LED Music Stand Light requires 3 AAA batteries (not included) 5 year warranty	Wenger 237A026	\$35.00	26%	6%	\$26.00	\$33.00	\$9.00
Large Music Stand Cart holds up to 18 Bravo, 20 Roughneck, 20 Classic 50 or 24 Preface. 5 year warranty	Wenger 039C202	\$476.00	22%	14%	\$371.00	\$409.00	\$35.00
Small Music Stand Cart holds up to 9 Bravo, 10 Roughneck, 10 Classic 50 or 12 Preface. 5 year warranty	Wenger 039D201	\$366.00	25%	14%	\$275.00	\$316.00	
Gig Folding Music Stand desk adjusts from 10" to 42" (desk lip to floor) 5 year warranty	Wenger 143E001	\$150.00	19%	7%	\$121.00	\$139.00	\$20.00
As described or equivalent.	No Bid						
Acoustic Shield desk adjust from 10" to 42" (desk lip to floor) clear polycarbonate desk. 5 year warranty	Wenger 143E102	\$276.00	13%	5%	\$240.00	\$262.00	\$20.00
Cymbal Stand vinyl coating to prevent vibration. Accommodates cymbals up to 22". 5 year warranty	Wenger 1109101	\$432.00	19%	9%	\$352.00	\$392.00	\$20.00
Tuba Tamer fits most makes and size of tubas, confirm before ordering. 5 year warranty	Wenger 049E001	\$525.00	18%	10%	\$433.00	\$475.00	\$62.00
Music Chairs - General	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price
17.5" Student Music Posture Chair other size options at no additional cost. 5 year warranty	Wenger 0936121	\$100.00	40%	29%	\$60.00	\$71.00	\$9.00



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17.5" Musician Chair – other size options at no additional cost. 5 year warranty	Wenger 0926139	\$255.00	19%	13%	\$206.00	\$223.00	\$9.00
String Bass/Percussion Chair – 2" foam padding adjust in height 26 ½" to 36 ½" seat has 170 degree swivel. 5 year warranty	Wenger 157D091	\$677.00	8%	4%	\$620.00	\$648.00	\$26.00
Ensemble Stool telescoping legs adjust from 25" to 33". 5 year warranty	Wenger 104C001	\$188.00	12%	10%	\$165.00	\$170.00	\$9.00
Chair Move & Store Cart holds up to 18 Student or 10 Musician chairs. 5 year warranty	Wenger 127A261	\$367.00	18%	9%	\$302.00	\$333.00	\$36.00
Conductor Equipment	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price
Conductors Stand desk 27"w x 20"d, desk rotates & locks, adjustable desk height 36" to 52 ½". Polycarbonate or HPL desk. 5 year warranty	Wenger 236B002	\$628.00	19%	9%	\$509.00	\$571.00	\$42.00
Double Podium base 43"w x 38"d x 6"h, upper 32"w x 38"d x 6"h with detachable rail. Grey carpet with built in wheels. 5 year warranty	Wenger 1110302	\$1,134.00	22%	9%	\$887.00	\$1,032.00	\$42.00
Nota Conducts Premier Chair padded and upholstered. Seat/back 90 degree swivel. 5 year warranty	Wenger 157D201	\$680.00	18%	9%	\$558.00	\$616.00	\$42.00
Directors Stand transparent polycarbonate desk 27"x 20" with 1 ½" lip. 5 year warranty	Wenger 141C001	\$416.00	16%	10%	\$348.00	\$376.00	\$36.00
Folding Conductors Podium 30"w x 30"d x 8"h. Built in handle for easy transporting. 5 year warranty	Wenger 021L022	\$399.00	20%	9%	\$320.00	\$363.00	\$26.00
Instrument Storage	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price
Deluxe Percussion Cabinet 48"w x 24"d x 36"h comes with padded top, 4 foam-lined drawers, shelves, cymbal cradle, suspended cymbal holder & pop-up music desk. Ships assembled 10 year warranty	Wenger 147G001	\$1,884.00	19%	9%	\$1,521.00	\$1,710.00	\$105.00
Cello 6 unit Rack 731/8"w x 24"d x 47"h has 2 ½" swivel casters front 2 lock. Bow hooks. 5 year warranty	Wenger 148J002	\$792.00	19%	9%	\$639.00	\$719.00	\$75.00
Instrument Storage Cabinet #2 stores 15 Clarinets, flutes, piccolos, oboes & trumpets. Grille doors with bolt through construction various colors. 10 year warranty	Wenger 250A002	\$1,847.00	32%	20%	\$1,252.00	\$1,478.00	\$115.00
Acoustic Cabinet #2 stores 15 Clarinets, flutes, piccolos, oboes & trumpets. Waterfall grille doors with bolt through construction. Acoustical absorptive material various colors. 10 year warranty	Wenger 255A002	\$2,329.00	32%	20%	\$1,584.00	\$1,870.00	\$115.00
Sousaphone & Tuba wall bracket adjusts 5 ways can mount on sheetrock or masonry, height 17 ½" to 32 ½" and width 14" to 26" 5 year warranty	Wenger 049E100	\$263.00	18%	10%	\$216.00	\$238.00	\$62.00
Robe & uniform Cabinet 48 ½"w x 29 ¼"d x 85 5/8"h stores 40 uniforms grille or wood doors. 10 year warranty	Wenger 250A935	\$1,781.00	29%	18%	\$1,272.00	\$1,454.00	\$115.00



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Music Sorting Rack 49 4/8" w x 25 1/4" d x 35" h swivel casters, 46 slots that are 1" w x 9" d with doors. 5 year warranty	Wenger 173E050	\$1,230.00	23%	9%	\$950.00	\$1,122.00	\$62.00
Wardrobe Cabinet 3 adjustable shelves, 2 files size drawers, hanging rod, locking door, 10" x 12" mirror, 30 1/8" w x 19 1/4" d x 84" h ships fully assembled. 10 year warranty	Wenger 145V006	\$1,624.00	24%	10%	\$1,238.00	\$1,462.00	\$115.00
Band/Orchestra Mobile Folio Cabinet 3 column, 84 slots at 1 1/2", 126 slots at 1" with doors. Slots are 14 1/4" w x 14 1/2" d. 5 year warranty	Wenger 146M033	\$1,349.00	22%	9%	\$1,053.00	\$1,228.00	\$99.00
Choral Mobile Folio Cabinet 4 column, 112 slots at 1 1/2", 168 slots at 1" with doors. Slots are 11 1/2" w x 12 1/2" d. 5 year warranty	Wenger 146M024	\$1,477.00	21%	9%	\$1,166.00	\$1,344.00	\$99.00
Tall Folio Cabinet 2 column 48 slots @ 3" to 144 slots at 1" with doors. In various colors. 5 year warranty	Wenger 146M012	\$1,700.00	24%	10%	\$1,296.00	\$1,530.00	\$109.00
Music Library System 6 shelf corner unit. 44" d x 16" w in closed position 80" d in open position. 2 fixed shelves 4 adjustable. 10 year warranty	Wenger 173F600	\$1,864.00	27%	19%	\$1,356.00	\$1,515.00	\$180.00
Theater Equipment	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price
Rack 'N Roll 4ft - 2 all swivel and 2 rigid non-marking casters, hanger bar, top and bottom shelf. 5 year warranty	Wenger 028B001	\$809.00	24%	9%	\$617.00	\$735.00	\$62.00
Backstage Makeup Station overall 33" w x 33 1/4" h x 9 3/8" d Mirror 20 3/4" w x 22 3/4" h standard 110 outlet. 5 year warranty	Wenger 187A011	\$856.00	17%	9%	\$709.00	\$775.00	\$35.00
Portable Audience Premier Chair 23" w x 32" h folded seat 20" unfolded 26" upholstered. 5 year warranty	Wenger 027A101	\$577.00	37%	25%	\$365.00	\$435.00	\$15.00
Studio Makeup Station 30" Model 30" w x 20" d counter and 22" x 28" mirror. Wall mounted with 8 light bulbs. 5 year warranty	Wenger 187A009	\$1,357.00	20%	9%	\$1,082.00	\$1,233.00	\$72.00
Stage Boxes 3 pack - 1 large 24" w x 24" d x 18" h, medium 18" w x 16" d x 12" h and small 12" w x 16" d x 8" h. Interlocking with molded handles. 5 year warranty	Wenger 029A098	\$489.00	18%	9%	\$400.00	\$443.00	\$15.00
Acoustical Shells	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price
Legacy Acoustical Shells 6' w extends to 15'2" h canopy adjustable to 45, 60, 75 or 90 degree angles. One person set up fits through 34" w by 80" h door. Nest to store. 5 year warranty	Wenger 186J180	\$2,878.00	23%	10%	\$2,203.00	\$2,601.00	\$109.00
Travelmaster Acoustical Shell consists of Base and Filler Panels. Adjust from 9'4" to 12'2", legs detach for hauling and storage. 5 year warranty	Wenger L015/L035	\$1,827.00	23%	14%	\$1,410.00	\$1,571.00	\$55.00
Stage Platforms	Product Number	List Price	FOB Origin Discount	FOB Destination Discount	FOB Origin Net Price	FOB Destination Net Price	Set-up Unit Price



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Stagehand Light Duty 12" X 16' set by 16" high consists of 6 decks 4'w x 8'w x 16"h, two 2 step stairways, two 8' guardrails and four 4' guardrails. Gas assisted springs help lower to position. All in one system with camlock unit to unit connectors. 5 year warranty	Wenger 178B515	\$9,049.00	\$14%	5%	\$7,742.00	\$8,633.00	\$1,400.00
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Freight Terms:

The contracted supplier(s) shall offer to ship products F.O.B. Destination: freight prepaid or allow the purchasing entity to make freight arrangements F.O.B. Origin, freight collect. The purchasing entity shall determine which method of freight terms apply and is required to note the method on the purchase order. The contracted supplier(s) are required to ship the entire State of Utah.

Responsibility for Freight Cost and Transit Risk:

F.O.B Destination, freight prepaid

- Seller – Pays freight charges
- Seller – Bears freight charges and selects carrier
- Seller – Owns goods in transit
- Seller – Files claims (if any)

F.O.B. Origin, freight collect

- Buyer – Pays freight charges
- Buyer – Bears freight charges and selects carrier
- Buyer – Owns goods in transit
- Buyer – Files claims (if any)

Warranty:

Products offered must meet or exceed the minimum warranty period listed on the cost schedule for each product. Warranty documents for all products offered are available on the website accessible by any purchasing entity.

Website:

Contracted supplier shall maintain a website that features, at a minimum, the following:

- Product Images
- Product Descriptions – Including usage information, options, and finishes.
- Product Construction – Including design features, load ratings, dimensions, and available accessories.
- Literature – Including product sheets, technical (specifications) sheets, and owner’s manuals.
- Warranty Information – Including term, conditions, and process to file a claim.

Quote Requirements:



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The contracted supplier shall provide the purchasing entity a written quote that lists all applicable costs. The quote shall include the product number, description, product list price, percentage discount, net price, and set-up cost. The quote shall include FOB Origin and/or FOB Destination, as requested by the purchasing entity.

Delivery and Set-up Services

The contracted supplier shall offer the following delivery and set-up services. Delivery and set-up shall have a cap as described below. The cap is based on the total purchase amount. A contracted firm may request an exception to the cap listed below directly to the purchasing entity for one of more of the following reasons. The request for exception must contain pertinent information and include a quote for set-up/delivery.

The request must be approved by the purchasing entity and the cost and/or any other terms and instructions included in the purchase order. Purchasing entities may negotiate alternate delivery and set-up mutually acceptable agreements with contracted suppliers. All agreed upon delivery and set-up costs and terms shall be included on the quote and the purchase order.

Delivery Methods:

Drop Ship – Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB Destination or FOB Origin as selected by the purchasing entity. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and any applicable fees. No set-up is required for drop ship.

Inside Delivery – Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No assembly is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.



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Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply and a rate will be negotiated during the Participating Addendum process. When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

Installation/Full Service/Set-up – Products will be delivered, unloaded, and assembled according to manufacturer's instructions and to a ready-to-use condition incorporating all Installation of Product Requirements. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the installation instructions and fees.

- 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 for the participating State 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 a Contracted Supplier's error; all shipping and handling charges shall be



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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.

Delivery and Set-up Cap:

Purchase Order Total/Type	% Cap
Purchase Orders \$20,000 and below	12%
Purchase Orders \$20,001-\$40,000	11%
Purchase Order above \$40,001	10%

Delivery and Set-up Cap Exceptions:

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

FINET COMMODITY CODE(S):

58015 – BAND ROOM EQUIPMENT: MUSIC CABINETS, STANDS, ETC.

REVISION HISTORY: