

# STATE OF LOUISIANA Competitive Contract

Vendor: 310212579

Company

OFS BRANDS INC 1204 E 6TH ST

HUNTINGBURG IN 47542 Phone: 866-637-9328 T Number: 92392 Version: 8

LAPS Contract: Yes Fiscal Year: 2021

Min.Ord.Value: 0.00 Distributor Contract: Yes

PCard:Yes

Co-op Agreement:Yes

Contract number: 4400020017

Description: Furniture, Install, & Rltd Svcs-OFS

SEBD Vendor: No SEHI Vendor: No VSE Vendor: No DVSE Vendor: No Contract Valid Dates: 10/13/2020 - 04/30/2024 **Buyer Information** 

Name: DANIEL JAMES Tel Number: 2253428465 Email: ben.james@la.gov

**Supplier Text:** This is the first renewal of a statewide contract for OFS & Carolina brand office furniture, installation, and related services in accordance with Region 4 Education Service Center's Master Agreement # R191813 with OFS Brands, Inc., made available through OMNIA Partners. This contract shall be effective through April 30, 2024.

Products and services available through this contract include all authorized elements of Master Agreement # R191813 not herein excluded.

OFS's local contact for this contract:

Kelly Joyner

Phone: (601) 954-7821

E-mail: kelly@thejoynergroup.com

**OFS Corporate Contact:** 

Anna McClelland VP-Specialty Markets Phone: (704) 771-9003

E-mail: amcclelland@ofs.com

All orders must reference the following information:

- 1. Master Agreement # R191813 & State of Lousiana Contract # 4400020017
- 2. Your name, address, and contact information
- 3. Purchase Order amount and an itemized list of products and services

Recommending Approval:	Approved by:

Contract number: 4400020017	Vendor: 310212579	Page
T Number: 92392	Distributor Contract: YES	2 of 9

When purchase order is addressed to dealer:

- A. Provide dealer with agency purchase order which states: Per Region 4 ESC Contract # R191813 and State of Louisiana Contract # 4400020017
- B. Payment terms: net 30 days; FOB destination
- C. May be used for drop ship or delivered/installed option

When purchase order is addressed to OFS:

- A. Client purchase orders must state: Per region 4 ESC contract #R191813 and State of Louisiana Contract # 4400020017.
- B. List dealer services such as design and installation as separate line items from product and include/attach detailed specifications. Please choose only drop-shipped line items. The installation will be a separate line item and quoted from your servicing dealer.
- C. Terms: Net 30 days; FOB destination
- D. Order address all brands
  (send all orders to this address)
  OFS Brands Holdings Inc.
  c/o Participating Dealer
  1204 E 6th Street
  Huntingburg, IN 47542
  E-mail: order\_entry@ofs.com

Effective May 16, 2022, this contract will move to OFS & Carolina's May 16, 2022 Price Lists which which will increase pricing 9%, per Master Agreement # R191813.

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Effective April 4, 2022, OFS Brands will begin adding a 3% of net pricing fuel surcharge. This surcharge will apply to pricing only and is directly related to fuel, fuel derivatives and transportation costs. This surcharge is not permanent and will be reviewed regularly.

# **Notice to Vendor:**

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		OFS Brand Furniture - Drop Ship	56101700		0.00000	58.00%Disc
		OFS Branded Furniture - Drop-Shipped List Price Tier: \$0 - \$100,000 Discount from List Price: 58%				
2		OFS Brand Furniture - Drop Ship	56101700		0.00000	60.00%Disc
		OFS Branded Furniture - Drop-Shipped List Price Tier: \$100,000+				

Contract number: 4400020017	Vendor: 310212579	Page
T Number: 92392	Distributor Contract: YES	3 of 9

Line	Material No.	Description	Prod. Cat.	иом	Net Price	Discount
	Supplier Part No.					
		Discount from List Price: 60%				
3		OFS Brand Furniture - Del & InstII  OFS Branded Furniture - Delivered & Installed List Price Tier: \$0 - \$100,000	56101700		0.00000	51.00%Disc
		Discount from List Price: 51%				
4		OFS Brand Furniture - Del & Instll	56101700		0.00000	53.00%Disc
		OFS Branded Furniture - Delivered & Installed List Price Tier: \$100,000+ Discount from List Price: 53%				
5		Carolina Brand Furniture - Drop Ship	56101700		0.00000	58.00%Disc
		Carolina Branded Furniture - Drop-Shipped List Price Tier: \$0 - \$100,000 Discount from List Price: 58%				
6		Carolina Brand Furniture - Drop Ship	56101700		0.00000	60.00%Disc
		Carolina Branded Furniture - Drop-Shipped List Price Tier: \$100,000+ Discount from List Price: 60%				
7		Carolina Brand Furniture - Del & Instll	56101700		0.00000	51.00%Disc
		Carolina Branded Furniture - Delivered & Installed List Price Tier: \$0 - \$100,000 Discount from List Price: 51%				
8		Carolina Brand Furniture - Del & Instll	56101700		0.00000	53.00%Disc
		Carolina Branded Furniture - Delivered & Installed List Price Tier: \$100,000+ Discount from List Price: 53%				
9		OFS Open Plan Products - Drop Ship	56101700		0.00000	62.00%Disc
		OFS Branded Furniture - Drop-Shipped List Price Tier: \$0 - \$67,500 Discount from List Price: 62%				
10		OFS Open Plan Products - Drop Ship	56101700		0.00000	65.00%Disc

Contract number: 4400020017	Vendor: 310212579	Page
T Number: 92392	Distributor Contract: YES	4 of 9

Line	Material No.	Description	Prod. Cat.	иом	Net Price	Discount
	Supplier Part No.					
		OFS Branded Furniture - Drop-Shipped List Price Tier: \$67,501+ Discount from List Price: 65%				
11		OFS Open Plan Products - Del & Instill  OFS Branded Furniture - Delivered & Installed List Price Tier: \$0 - \$67,500  Discount from List Price: 55.0%	56101700		0.00000	55.00%Disc
12		OFS Open Plan Products - Del & Instill  OFS Branded Furniture - Delivered & Installed List Price Tier: \$67,501+ Discount from List Price: 58%	56101700		0.00000	58.00%Disc
13		Design Services  Design Services will be a minimum of \$35 per hour with a not to exceed maximum charge of \$76.50.	56101700		0.00000	
14		Installation Services  Inside Delivery: This option is available as a negotiable item. It is a service provided by a dealer who prepares a quote using drop ship product discounts and a per-hour labor rate to provide the inside delivery service after confirming the suitability of the end-users facility dock to receive shipments direct. It may be necessary for the shipment to go to a warehouse and be delivered to site.	56101700		0.00000	
15		Reconfiguration Services  Reconfiguration Services will be a minimum of \$35.00 per hour with a not to exceed maximum charge of \$63.00 per hour.	56101700		0.00000	
16		Project Management Services  Project Management Services will be a minimum of \$35.00 per hour with a not to exceed maximum charge of \$76.50 per hour.	56101700		0.00000	

Contract number: 4400020017	Vendor: 310212579	Page
T Number: 92392	Distributor Contract: YES	5 of 9

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
17		Asset Management Services	56101700		0.00000	
		Asset Management Services will be a minimum of \$35.00 per hour with a not to exceed maximum charge of \$76.50 per hour.				
18		Refurbishment Services  Refurbishment Services will be a minimum of \$35.00 per hour with a not to exceed maximum charge of \$66.50 per hour.	56101700		0.00000	
19		Storage Services  Storage Services will be billed out per square foot, not to exceed \$1.50 per square foot.	56101700		0.00000	

 Contract number: 4400020017
 Vendor: 310212579
 Page

 T Number: 92392
 Distributor Contract: YES
 6 of 9

## **Standard Terms and Conditions**

- 1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
- THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
- 3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER. LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
- 4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
- 5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
- QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
- 7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISIBILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

### 9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400020017	Vendor: 310212579	Page
T Number: 92392	Distributor Contract: YES	7 of 9

TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

 Contract number: 4400020017
 Vendor: 310212579
 Page

 T Number: 92392
 Distributor Contract: YES
 8 of 9

# **CONTRACT DISTRIBUTORS:**

310212579 OFS BRANDS INC 1204 E 6TH ST

HUNTINGBURG IN 47542 Telephone: 866-637-9328 310212003

SOUTHERN FURNITURE DIRECT LLC SOUTHERN INTERIOR SLTNS 404 E GIBSON STREET 2 COVINGTON LA 70433

Telephone: 985-222-9961

310131179

FERRIS OFFICESMART LLC 2000 REEVES MARINE DR BOSSIER CITY LA 71112 Telephone: 318-220-0988

Fax: 318-222-1382

310178569

PETTUS OFFICE PRODUCTS OF LOUISIANA

HC

2 FREEWAY DR

LITTLE ROCK AR 72204 Telephone: 318-221-7141

310004152

SAYES OFFICE SUPPLY LLC

PO BOX 5915

ALEXANDRIA LA 71307-5915

Telephone: 318-448-4225 Fax: 318-448-4171 310176005

INNOVATIVE INTELLIGENT DESIGN INC

**IDI INC** 

815 WEST CONGRESS STREET

LAFAYETTE LA 70501 Telephone: 337-236-9107 Fax: 337-236-9108

310014048

LAKE CHARLES OFFICE SUPPLY

CM OFFICE PRODUCTS

320 7TH ST

LAKE CHARLES LA 70601 Telephone: 3374946200 310012819

GENERAL OFFICE SUPPLY CO INC

3045 W PINHOOK RD LAFAYETTE LA 70508 Telephone: 337-237-2563 Fax: 337-234-2287

310211898

CORPORATE INTERIORS OF BATON ROUGE THE CI GROUP (CORPORATE INTERIORS) 7150 JEFFERSON HWY STE 530

BATON ROUGE LA 70806 Telephone: 225-963-9400 310003654

FROST-BARBER INC 9322 INTERLINE AVE. BATON ROUGE LA 70809 Telephone: 225-926-5000

Fax: 225-926-5011

 Contract number: 4400020017
 Vendor: 310212579
 Page

 T Number: 92392
 Distributor Contract: YES
 9 of 9

310007478
ASSOCIATED OFFICE SYSTEMS OF
LOUISIANA INC
400 POYDRAS ST STE 1700
NEW ORLEANS LA 70130
Telephone: 504-561-8400

Fax: 504-561-1155

310011004 LOUISIANA OFFICE SUPPLY CO 7643 FLORIDA BLVD BATON ROUGE LA 70806 Telephone: 225-927-1110

Fax: 225-927-3085