

**TERMS AND CONDITIONS / CONTRACT # 4400010266**  
**FOURTH RENEWAL OF CONTRACT FOR**  
**CLASSROOM and CAFETERIA FURNITURE**  
**11/15/2020 – 11/14/2021**

**Part 1        Purpose and Background**

The purpose of this statewide contract is for the purchase of school classroom and cafeteria furniture for use by state agencies and eligible political subdivisions and quasi-agencies.

Furniture under the contract is intended for use in school settings from kindergarten to college. The types of furniture include, but are not necessarily limited to: classroom seating, student desks, teacher desks and chairs, computer furniture, student activity tables, mobile storage cabinets, mobile cafeteria tables, choral risers, mobile stages, etc.

No commitment of any kind is made concerning the estimated value or the potential users of this contract.

**Part III        Delivery Requirements:**

- 3.1**        Standard delivery shall be tailgate, (delivery to agency's dock) within forty-five (45) days after receipt of order.

The contractor shall have the capability of also providing both inside delivery (not assembled or set in place) and for providing furniture assembled and set in place. Contractor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all the items furnished are left in good working order, clean and properly set in place.

The required delivery option would be specified by the agency at time of order placement.

- 3.2**        **F.O.B.:** All shipments shall be f.o.b. destination (from contractor's to customer's location), in accordance with delivery option requested.

- 3.3**        **Minimum Order:** The minimum amount for any single order shall be \$500.00 (net price). On orders for less than the minimum, the delivery charge will be prepaid by the contractor and added to the invoice. The contractor must include proof of actual shipping charges with the invoice.

- 3.4 Back Orders:** The contractor shall notify the agency within 48 hours of receipt of the order of any item that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back ordered item(s).
- 3.5 Substitutions/Discontinued Items:** Only the brands and product numbers listed in the catalog submitted with the bid are approved for delivery under the contract. Any substitutions must receive prior written approval from the Office of State Procurement. The contractor shall notify the Office of State Procurement of any item in the approved catalog that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. Any request for a replacement item of comparable value and quality shall be sent to the Office of State Procurement for review/approval.

#### **Part IV Special Conditions**

**4.1 Renewal Contract Period: 11/15/20 – 11/14/21**

- 4.1.1 Renewals and Price Adjustment:** Price adjustments may be considered for subsequent annual contract renewals.

The Contractor must submit written request for price adjustments to the Office of State Procurement at least ninety (90) days prior to the contract anniversary date. No adjustment shall be effective until approved in writing by the Office of State Procurement. The State reserves the right to accept or reject the price adjustment or rebid the contract. Orders shall be invoiced at the contract prices in effect on the date of the Agency's purchase order.

Price adjustments requested shall be expressed as a percentage applied to current pricing. The Producer Price Index (PPI), for the Product Codes 337127337127—Institutional furniture manufacturing, 337211337211—Wood office furniture manufacturing, 325211325211—Plastics material and resins manufacturing, and 3312—3312—Steel product manufacturing from purchased steel, as published by the US Department of Labor, Bureau of Labor Statistics, Washington, DC will be used to evaluate the request. The base index shall be the index announced for the month in which the bid is awarded. Price adjustments (percentage change) shall

not be greater than the percentage of change to the base index compared to the latest index available at time of price adjustment request. Any additional price adjustment granted after the initial one will be calculated based on the index announced for the month in which the previous price increase became effective compared to the latest index available at that time. Price adjustments shall be applied to the price list(s) currently in effect. Contractor must provide documentation that the price adjustment requested does not result in contract prices that are higher than the manufacturer's most current published price list.

In lieu of the above price adjustment procedure, the contractor may request one catalog/price list update each renewal period. Price adjustment will be accepted if it is determined by the Office of State Procurement that the updated price list(s), compared to the previous price list(s), does not exceed the change reflected in the PPI data referenced above. A copy of the new catalog/price list(s) shall accompany the written request for the price adjustment. If the updated price list reflects an increase that exceeds that shown by PPI data, then the updated price list will be rejected.

The quoted discount(s) shall remain the same throughout the terms of the contract.

- 4.2 The Office of State Procurement is the sole authority in any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms, and conditions of the contract.
- 4.3 The contractor shall not charge any sales taxes to tax exempt State customers.
- 4.4 **Right to Audit:** The State Legislative Auditor, Federal Auditors, and Internal Auditors of the Division of Administration, or others designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under the contract. Records shall be made available during normal working hours for this purpose.
- 4.5 **Packaging and Labeling:** Each item shall be packaged in accordance with standard commercially accepted methods. Contractors are encouraged to

consider delivery methods that utilize recyclable or reusable packaging material and containers.

**4.6 Current Products:** All products offered shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

**4.7 Warranty:** Any manufacturer's warranties or guarantees normally offered on items covered under this contract shall be applicable.

**4.8 Customer Service/Support**

Contractor shall have a toll free telephone and fax numbers for associated activities under the contract.

Contractor should have local representation sufficient for providing services on a statewide basis. Services include consultation, delivery, assembly and set-in-place, if required.

**4.9 Exclusions:** The following items are excluded from purchase under the contract. This list may be amended to include additional items, as necessary:

Office furniture  
Lounge furniture  
Library furniture  
Science lab furniture  
Nursery/pre-school furniture  
Auditorium seating

**Part V Product Catalog:**

**5.2** Each catalog/price list from which contractor's discount is quoted must be the most current manufacturer's publically available catalog/price list at the time of the bid opening. **The State shall not accept a catalog/ price list that has been specifically customized for this contract.** Any terms and

conditions contained in the contractor's catalog contrary to those of the State of Louisiana are nullified. The solicitation and the contract shall contain all terms and conditions with respect to the commodities herein.

- 5.4 Catalog for General Distribution:** The **contractor** shall make available to any ordering agency catalogs/price lists as awarded. Catalogs may be provided to agencies in hard copy, and DVD or flash drive. The contractor shall, coordinate with the Office of State Procurement the format, content, etc. of information to be included on the label which will be affixed to the outside of the catalog or CD, DVD sleeve.

After the Office State Procurement's approval of the label, the contractor shall have printed a sufficient number of labels to be affixed to catalogs at no charge to the State, for the contractor to distribute to agencies from which orders will be placed.

## **Part VI**

- 6.4** Discounts quoted shall take into consideration the inclusion of any and all freight charges, and shall be based on F.O.B. destination to any location with the State of Louisiana, in accordance with the delivery option requested by ordering agency.
- 6.6** The catalog, list prices, and discounts shall remain in effect the entire twelve (12) month period of the contract.