



State of Louisiana
Contract # 4400010266, T # 92358 –
Classroom Furniture

Final Renewal: 11/15/20 – 11/14/21
Special Terms and Conditions
Statewide Contract General Conditions

Vendor's Forms: The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

Substitutes: Only brands and numbers stated in the award are approved for delivery under the contract and any substitution must receive prior written approval of the Office of State Procurement.

Prices: Prices shall be inclusive of basic installation, freight, instructional manual relative to operation and maintenance of equipment, user orientation for equipment, inside delivery, unpacking, assembly of all components, and removal of all associated debris from premises.

Price Reductions: Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Office of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

Deliveries: Contractors will maintain an adequate supply of all items in order to meet specified delivery.

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

Vendor 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. Vendor 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 will be specified by the agency at time of order placement.

Invoices: Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

Payment: Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.

Vendor List: The bidder who signed the bid will be designated as prime contractor on the contract. If additional distributor vendors are authorized to receive orders for items contained in said contract, the contractor must submit, a list of those additional authorized distributors including the complete business address. The prime contractor will be responsible for the actions of any distributor vendors listed.

Cooperative Purchase – Note: Political Subdivisions of the state, quasi state agencies, and external procurement units (described below), may be permitted to purchase from contracts made by the Office of State Procurement. The contractor may, at its option, permit political subdivisions of the state, quasi state agencies, and external procurement units to purchase from any contract.

Yes Contractor permits any contract awarded to apply to quasi state agencies or other political subdivisions of the state.

Yes Contractor permits any contract awarded to apply to agencies of the United States Government.

Yes Contractor permits any contract awarded to apply to other buying organizations (other than the United States Government), not located in this state which, if located in this state, would qualify as a public procurement unit.

Contract Revisions: Requests for revisions to the contract must be addressed to the Office of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when State Procurement has determined additions will be of substantial benefit to the State and will justify the time, effort and cost required to make such addition.

Contractor must immediately notify the Office of State Procurement when any dealer on the contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the Office of State Procurement.

Renewal Contractual Period: 11/15/20 – 11/14/21

Renewals: This is the final contract renewal with no renewal periods remaining. Total contract period not to exceed sixty (60) months.

Quantities: This is an open-ended requirements contract.

Orders: All state agencies are to issue contract purchase orders for the items required, as and when needed. Political subdivisions of the state and quasi agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

Cancellation: The State of Louisiana reserves the right to cancel the contract with thirty (30) days written notice.

Contract Performance Evaluation: In an effort to improve our contracts to meet the needs of the agencies we serve, the contractor's performance will be monitored. Agencies' feedback will be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals or revisions and rebidding. To view the content of the contract performance evaluation form, go to: <http://www.doa.louisiana.gov/osp/onlineforms/submit/contrperformance.pdf>, or call for a copy.

Delivery: Deliveries shall be F.O.B. Agency.

Non-Exclusivity Clause:

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

Insurance Requirements for Contractors:

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance**1. Workers Compensation**

Workers compensation insurance shall be in compliance with the Workers Compensation Law of the state of the contractor's headquarters. Employers liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employers liability limit increased to a minimum of \$1,000,000. A.M. Best's Insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) commercial general liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single Limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-insured Retentions

The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other insurance provisions the policies are to contain, or be endorsed to contain, the following provisions:**1. General liability and automobile liability coverages**

A. The agency, its officers, agents, employees and volunteers shall be

named as an additional insured as regards negligence by the contractor. ISO form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.

- B. The contractor's insurance shall be primary as respects the agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the agency shall be excess and non-contributory of the contractor's insurance.
- C. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

2. Workers compensation and employers liability coverage

The insurer shall agree to waive all rights of subrogation against the agency, its officers, agents, employees and volunteers for losses arising from work performed by the contractor for the agency.

3. All Coverages

- A. Coverage shall not be canceled, suspended, or voided by either Party (the contractor or the insurer) or reduced in coverage or in limits below the requirements set forth except after 30 days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- B. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- C. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.
- D. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only of the policy shall not

affect coverage provided to the agency, its if at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage

Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each officers, agents, employees and volunteers. Thereof shall release the contractor from the obligations of the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

The agency reserves the right to request complete certified copies of all required insurance policies in the event of a claim being presented against any of the above policies. Upon failure of the contractor to maintain such insurance as above provided, this contract, at the election of the agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the state of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana workers compensation act or otherwise, under any circumstance. The parties also hereby agree that the state of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the state of Louisiana, its departments, agencies, agents, and employees

harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the state of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the state of Louisiana, all state departments, agencies, boards, commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

I. Third Party Beneficiaries

Both bidder/contractor and the state understand and agree that the terms and conditions of this contract are not intended to nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

Right to Inspect: The purchasing agency reserves the right to inspect and test the delivered merchandise for compliance with the contract specifications. If merchandise fails to meet the specifications, the cost of test and inspection will be paid by the contractor. If the merchandise is in compliance, cost of all test will be paid by the using agency.

Continuation of Contract: "The continuation of the contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated."

Contract Usage Reports: The Contractor shall submit detailed sales data reports quarterly to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms: <http://www.doa.la.gov/pages/OSP/VendorCenter/forms/index.aspx>. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

Administrative Fee or Rebate: The Contract shall pay a minimum 1% administrative fee or rebate to the State of Louisiana, Office of State Procurement. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract. The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to OSP's physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400010266 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT OF EACH.

Freight Charges: Unit price should be inclusive of any freight charges. All items should be F.O.B. agency – title passing upon receipt of goods.

Consultation: Contractor shall be available for consultation service through use of a “Hot Line” telephone number. List this telephone number for users to call when technical assistance is needed.

Area Code and Telephone Number: 800-962-5732 or 225-343-0593