

**CLASSROOM FURNITURE - STATEWIDE**  
**ATTACHMENT B - GENERAL TERMS AND CONDITIONS**  
**RFx #3000019141**  
**T # 92358**

**Purpose & Background:**

The purpose of this Invitation to Bid is to establish statewide contract(s) 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.

The most current annual purchase volume under the contract is in excess of \$6,000,000.00. No commitment of any kind is made concerning the estimated value or the potential users of this contract.

**Delivery Requirements:**

Standard delivery shall be tailgate delivery to agency's dock.

The vendor shall have the capability of also providing both inside delivery (not assembled or set in place) and assembled and set-in-place delivery. If assembly and set-in-place delivery are chosen, Contractor shall clean up and remove from the premises all debris resulting from his work, and shall ensure 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.

**Back Orders:**

The Contractor shall notify the agency within forty-eight (48) hours of receipt of the order of any item that cannot be filled within the quoted delivery period. The balance of the order is not to be held due to the back ordered item(s).

**Price Adjustment:**

Price adjustments may be considered once in each contract period, including the initial term of the contract and at subsequent annual contract renewals.

The Contractor should 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, reject or negotiate the price adjustment or to rebid the contract. Orders shall be invoiced at the contract prices in effect on the date of the Agency's purchase order.

The Producer Price Index (PPI), for the Product Codes **337127337127- "Institutional furniture manufacturing," 3371273371271- "School furniture (except stone and concrete), excluding library furniture," 3252113252111- "Thermoplastic material and resins manufacturing," and 3312— 3312--, "Steel product manufacturing from purchased steel"** as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, DC, will be used **as a guide** to evaluate the request. The

base index shall be the index announced for the month in which the bid is awarded. Price adjustments shall be applied to the prices 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.

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 may be rejected or negotiated.

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

**Right to Audit:**

The State Legislative Auditor, Federal Auditors, and Internal Auditors of the Division of Administration (DOA), or others designated by 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.

**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.

**Current Products:**

All products offered in response to this solicitation 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 this solicitation.

**Warranty:**

Any manufacturer's warranties or guarantees normally offered on items covered under the contract shall be applicable.

**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.

Bidder should provide with their bid their plan for servicing the contract on a statewide basis.

**Exclusions:**

The following items are excluded from purchase under the resulting 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

**Product Catalog:**

- A. The catalog from which the bidder's discount is quoted must be the most current catalog available at the time of the bid opening. The name and date of the catalog is to be entered as specified in the solicitation on Attachment C – Market Basket. Any terms and conditions contained in the Contractor's catalog contrary to those of the State of Louisiana shall be null and void. An electronic copy of the catalog should be furnished with the bid, or provided within five (5) business days after request by OSP.
  
- B. The vendor's catalog shall contain a full line of high quality, low maintenance furniture to meet the needs of Classroom Furniture (inclusive but not limited to Early Childhood Development Centers, Elementary Schools, Middle Schools, High Schools, Colleges, and related environments) with the capability to withstand heavy everyday use and versatility. The catalog shall include detailed descriptions of the products and list prices including pictures sufficient for customers to easily select desired products.
  
- C. The successful vendor shall make available to any ordering agency catalogs/price lists as awarded. Catalogs may be provided to agencies in hard copy, flash drive, or via electronic distribution.

**NOTE:** The catalog(s)/price list(s) submitted for a specific Category, as listed in Attachment C, must be from a single manufacturer. A different manufacturer's products may be bid for each different Category, but all items bid within a Category must be the same brand. Bidders are encouraged to bid on all categories.

**Method of Award:**

Categories I and II represent approximately ninety-nine percent (99%) of the overall usage, based on historical usage. These two (2) categories will be awarded together on an all-or-none basis. Therefore, bidders must bid on both Categories I and II in order to be considered for an award.

Category III may be evaluated and awarded separately. Bidders are encouraged to bid on this category, but it is not a requirement.

The lowest responsive, responsible bidder(s) is to be determined by use of a sealed cost model. The sealed cost model will be available to bidders after the bid opening. Please contact Ben James at [ben.james@la.gov](mailto:ben.james@la.gov), to obtain a copy of the sealed cost model after the bid opening.

It is the State's intent to award to award one (1), two (2), or three (3) contracts for Categories I and II (combined) and Category III (individually), provided the range in the awarded prices does not exceed a ten percent (10%) differential between the lowest and highest bids being considered for award, as determined by the sealed cost model.

Should multiple bids be received for the same manufacturer's line of products, only the lowest responsive, responsible bidder among those bids will be considered for an award. Multiple awards will not be made to different bidders for the same manufacturer's line of products.

If multiple awards are made, using agencies will determine which contract they will use based on their best value determination, which may include, but is not limited to, such considerations as cost, product features, service, and delivery.

**Worksheet Instructions:**

Bidders should submit their prices and associated information on the forms provided (Attachments C and D). Failure to provide the comprehensive information requested may be cause for rejection of the bid.

Attachment C is included as a market basket, consisting of three (3) categories of furniture. Within each category are items representative of those products commonly purchased from the previous contracts. In order to evaluate all bids equally, bidders must bid on all line items within a category.

On Attachment C, bidder is to enter the information requested for each item in the Category being bid. This includes brand and model number, and catalog list price (with no discounts included), as well as the Name and Date of the Manufacturer's Catalog the items are taken from, at the bottom of each Category.

Every item offered on Attachment C should have sufficient information enclosed with the bid, in order to determine quality, suitability, and compliance with the specifications. Failure to include this information may result in rejection of the bid.

On Attachment D, bidder is to quote a percentage discount from catalog list price for each delivery option within each price tier, within each of the Categories bid.

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 within the State of Louisiana for orders equaling \$4,000.00 or greater, in accordance with the delivery option requested by the ordering agency. Orders of less than \$4,000.00 will be F.O.B. Origin, with freight being pre-paid and added to the invoice. See Attachment A, page four (4) for details regarding the maximum amount of freight allowed, and documentation required.

**IMPORTANT: The discount quoted for items in each Category listed on the Attachments shall be the same discount applied to all related items in the vendor's catalog for that specific Category.**

The State reserves the right to reject any bid for failure to comply with the specifications and other requirements of this Invitation to Bid or if the prices are deemed exorbitant or non-competitive. The State reserves the right to (1) compare list prices entered on Attachment C against the catalog submitted with vendor's bid, and make corrections on Attachment C if necessary; (2) make any necessary corrections in extensions or calculations on Attachments C and D; (3) determine product equivalency based on published specifications; and (4) reject any and all proposals submitted in response to this Invitation to Bid (ITB) and waive any informality.

The State reserves the right to require additional information from bidders and to determine accuracy of the bid response information.