# **Term Contract**

January 1, 2015 through December 31, 2015 with option to renew in 5 (5) one (1) year increments or a portion thereof upon mutual agreement. In no event shall the total contract term be more than seven (7) years.

DELIVERY REQUIREMENTS: PRICES ARE F.O.B. DESTINATION.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:** 

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Vendor No. 100209913 Contact

Your reference SP-14-0094

OFFICE SCAPES INC 8390 WOLF LAKE DR STE 101 BARTLETT TN 38133

**SECTION 1 - GENERAL** 

1.1 INTRODUCTION: This is a non-mandatory statewide contract for the design, purchase,

Contract No. Date	4600032354 06/20/2014
Contact Ti	mothy O'Brien
Telephone 50	)1-324-9320
Fax 50	)1-324-9311

ST Our ref. Incoterms FOB DESTINATION

> Valid from: 01/01/2015 Valid to: 12/31/2015

THIS IS THE FIRST OF SIX (6) EXTENSION OPTIONS. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT EXTENDS ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE ORIGINAL REQUEST FOR QUOTATION/INVITATION FOR BID AND CONTRACT.

BUYER: Tim O'Brien @ 501-324-9320 CONTRACT #: SP-13-0230R

Ship To:

STATEWIDE DELIVERY

LITTLE ROCK AR 72201

Office of State Procurement 1509 W. 7th Street, Rm 300 Little Rock, AR 72201-3966

Timothy.O'Brien@dfa.arkansas.gov

CONTRACT PERIOD: The term of this contract shall be for a period of (12) months from date of contract award,

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Send Invoice To:

INFORMATION



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IN	VOICE and FOB DELIVERY LOCATION:				
A	AS SPECIFIED ON AGENCY PURCHASE ORDER				
	THIS IS A NON-MANDATORY CONTRACT COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION: Arkansas' Purchasing Law provides that local				
pa Pr	public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts. The contractor therefore agrees to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the invitation for bid must be equally applied to such participants.				
ltem	Material/Description	Target Qtyl	JM Un	it Price	Amount
0001	10131663 TABLE SCHOOL CAFETERIA	2,000.00	Lump Sum	1.00	\$ 2,000.00
0002	10131672 CHAIR CAFETERIA	1,000.00	Lump Sum	1.00	\$ 1,000.00
0003	10131626 BED/BUNK DORMITORY/HOSPITALITY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0004	10131627 DESK DORMITORY/HOSPITALITY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0005	10131628 WARDROBE/STORAGE DORMITORY/HOSPITALITY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0006	10131666 SHELVING FILING HIGH DENSITY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0007	10131667 FILING LATERAL/VERTICAL	5,000.00	Lump Sum	1.00	\$ 5,000.00
0008	10131668 FILING MOVABLE ISLE/ROTARY	5,000.00	Lump Sum	1.00	\$ 5,000.00

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# THE STATE

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Item	Material/Description	Target Qtyl	JM Ui	nit Price	Amount
0009	10131676 ACCESSORIES FREESTANDING CASEGOODS	3,000.00	Lump Sum	1.00	\$ 3,000.00
0010	10131677 DESK FREESTANDING CASEGOODS	20,000.00	Lump Sum	1.00	\$ 20,000.00
0011	10131678 SHELVING FREESTANDING CASEGOODS	5,000.00	Lump Sum	1.00	\$ 5,000.00
0012	10131679 TABLE FREESTANDING CASEGOODS CONF/TRAIN	10,000.00	Lump Sum	1.00	\$ 10,000.00
0013	10131669 SHELVING/BOOK CARTS LIBRARY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0014	10131670 CARREL STUDY LIBRARY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0015	10131671 TABLE/CHAIR LIBRARY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0016	10131673 ACCESSORIES LOUNGE/RECEPTION	3,000.00	Lump Sum	1.00	\$ 3,000.00
0017	10131674 SEATING LOUNGE/RECEPTION	15,000.00	Lump Sum	1.00	\$ 15,000.00
0018	10131675 TABLE LOUNGE/RECEPTION	10,000.00	Lump Sum	1.00	\$ 10,000.00
0019	10131629 DESK SCHOOL ADMIN/TEACHER	5,000.00	Lump Sum	1.00	\$ 5,000.00
0020	10131660 DESK SCHOOL STUDENT	5,000.00	Lump Sum	1.00	\$ 5,000.00

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ltem	Material/Description	Target QtyL	JM U	Init Price	Amount
0021	10131662 TABLE SCHOOL CLASSROOM ACTIVITY	5,000.00	Lump Sum	1.00	\$ 5,000.00
0022	10131665 SEATING SCHOOL	10,000.00	Lump Sum	1.00	\$ 10,000.00
0023	10131680 SEATING ERGO/TASK	25,000.00	Lump Sum	1.00	\$ 25,000.00
0024	10131681 SEATING EXECUTIVE/MANAGEMENT	15,000.00	Lump Sum	1.00	\$ 15,000.00
0025	10131682 SEATING FIXED/RAIL AUDITORIUM	10,000.00	Lump Sum	1.00	\$ 10,000.00
0026	10131683 SEATING SIDE/STACK	5,000.00	Lump Sum	1.00	\$ 5,000.00
0027	10131685 ACCESSORIES MODULAR SYSTEMS	3,000.00	Lump Sum	1.00	\$ 3,000.00
0028	10131686 WALL MODULAR SYSTEMS FULL HEIGHT	10,000.00	Lump Sum	1.00	\$ 10,000.00
0029	10131687 FRAME/TILE MODULAR SYSTEMS	50,000.00	Lump Sum	1.00	\$ 50,000.00
0030	10131688 PANEL MODULAR SYSTEMS	150,000.00	Lump Sum	1.00	\$ 150,000.00
0031	10131689 DESKING OPEN PLAN MODULAR SYSTEMS	100,000.00	Lump Sum	1.00	\$ 100,000.00
0032	10131621 KEYBOARD TECHNOLOGY SUPPORT	2,000.00	Lump Sum	1.00	\$ 2,000.00

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ltem	Material/Description	Target QtyUM	Unit Price	Amount
0033	10131622 LIGHTING TECHNOLOGY SUPPORT	5,000.00 Lump \$	Sum 1.00	\$ 5,000.00
0034	10131623 MONITOR ARM TECHNOLOGY SUPPORT	5,000.00 Lump \$	Sum 1.00	\$ 5,000.00
0035	10131624 DESK SPECIALTY TECHNOLOGY SUPPORT	5,000.00 Lump \$	Sum 1.00	\$ 5,000.00

Estimated Net Value

524,000.00

### TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract

2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

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8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the

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contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

