



Term Contract

Vendor No. 100209913
 Contact
 Your reference SP-14-0094

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

Contract No. 4600032354
 Date 06/20/2014

Contact Timothy O'Brien
 Telephone 501-324-9320
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

SECTION 1 - GENERAL
 INFORMATION
 1.1 INTRODUCTION: This is a non-mandatory
 statewide contract for the design, purchase,

Ship To:

STATEWIDE DELIVERY
 LITTLE ROCK AR 72201

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

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, 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:

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INVOICE and FOB DELIVERY LOCATION:
AS SPECIFIED ON AGENCY PURCHASE ORDER

THIS IS A NON-MANDATORY CONTRACT

COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION: Arkansas' Purchasing Law provides that local 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.

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items like TABLE SCHOOL CAFETERIA, CHAIR CAFETERIA, BED/BUNK DORMITORY/HOSPITALITY, etc.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0009 through 0020 with descriptions like 'ACCESSORIES FREESTANDING CASEGOODS', 'DESK FREESTANDING CASEGOODS', etc.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0021 through 0032 with descriptions like 'TABLE SCHOOL CLASSROOM ACTIVITY', 'SEATING SCHOOL', etc.

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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0033 (Lighting Technology Support), 0034 (Monitor Arm Technology Support), and 0035 (Desk Specialty Technology Support). Total 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.
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.

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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.

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