

**FOLDING TABLES, CHAIRS, & CADDIES – STATEWIDE CONTRACT**  
**ATTACHMENT B - GENERAL TERMS AND CONDITIONS**  
**RFx #3000022116**  
**T # 90319**

**Purpose & Background:**

The purpose of this invitation to bid is to establish a statewide contract for Folding Tables, Chairs, and Caddies for use by state agencies, eligible political subdivisions and quasi-agencies. The contract will be established as a discount off the manufacturer's list prices, and will include all eligible folding tables, folding chairs, and caddies that meet the specifications.

Furniture under this contract is intended for use in education, exhibition, and institutional settings.

The most recent annual purchase volume under this contract is approximately \$50,000.00. 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.

**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 any 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 a 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.

Price adjustments requested shall be expressed as a percentage applied to current pricing. The Producer Price Index (PPI), for the following series:

1. Series ID: 337127337127, Institutional furniture manufacturing
2. Series ID: 3252113252111, Thermoplastic material and resins manufacturing
3. Series ID: 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 currently in effect.

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 be available for consultation service through use of a "Hot Line" telephone number to provide Customer Service/Support. List this telephone number for users to call when technical assistance is needed.

Area Code and Telephone Number:

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**Exclusions:**

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

- Education Furniture
- 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 – Price Sheet. 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 Folding Tables, Chairs, & Caddies (inclusive but not limited to Conference & Exhibition Centers, Colleges & Universities, Schools & School Districts, etc.) 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, as listed in Attachment C, must be from a single manufacturer. Different manufacturers’ products may not be combined on this bid.

**Method of Award:**

The State intends to award on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications and requirements herein. The State reserves the right to reject individual line items from the award.

The lowest responsive, responsible bidder 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.

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.

**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 the most frequently purchased items from the Folding Tables, Chairs, & Caddies category. These items are representative of those products commonly purchased from the previous contracts. In order to evaluate all bids equally, bidders must bid on all line items.

On Attachment C, bidder is to enter the information requested for each item 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.

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 quantity tier.

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.

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

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.