

STATE OF MISSISSIPPI  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: BORG

STATE CONTRACT #: 8200051703

SUPPLIER #: 3102076993

CONTRACT SMART #: 1130-20-C-SWCT-00295

COMMODITIES COVERED: Furniture

EFFECTIVE: July 1, 2020  
through  
June 30, 2021

This State Contract Agreement is made this 2<sup>nd</sup> day of July, 2020 between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and BORG, 324 Carlingview Drive, Toronto, Ontario, Canada M9W5G5 (hereinafter the "Contractor").

**SCOPE:** The Contractor agrees to furnish the State its normal requirements of

**Cafeteria Furniture:** Mobile tables on rollers with or without benches or stools; round and rectangular cafeteria tables without benches or stools.

**Dormitory Furniture:** Metal, wood, or wood clad metal wardrobes, beds and mattresses, night stands, chest of drawers, and single pedestal dormitory student desks with keyboard or center drawers.

**Library Shelving and Related Items:** Cantilever, reversed cantilever, four post library shelving (all of which include mobile shelving), and end panels for covering end of panels; library related items, which includes book trucks, circulation desks, library tables, card catalogs, study carrels, storage cabinets, periodical racks, dictionary stands, and display cases.

**Lounge Furniture:** Upholstered wood, metal, or rotationally molded lounge seating (lounge chairs, recliners, love seats, sofas, and assemblies and replacements only); complimentary tables, benches, and ottomans for lounge seating; upholstered wood or metal multiple seating, ganging seating, and tandem seating.

**Modular Office Furniture:** Metal, wood, or laminate freestanding modular case goods, complimentary components, such as, keyboard drawers, task lights, tack boards, etc., and complimentary storage units; conference room tables, lecterns, media cabinets, storage cabinets and presentation boards.

**School Furniture:** Student desks, chair desks/tablet arm chairs, stools; single unit pedestal teacher's desks; study carrels and storage cabinets; stacking chairs/student chairs/folding chairs; classroom activity, computer, folding, and training tables and accessories, such as, ganging devices, electrical/data components and storage dollies.

**Seating:** Wood, metal or ergonomic seating which may include, but not be limited to, executive, managerial, task, operational, stools, side, occasional, stacking, conference, and theater type seating. Products must meet or exceed ANSI/BIFMA requirements.

**Wood Desks:** Wood conventional post and panels style, wood contemporary general purpose double pedestal with lock and center drawer, wood traditional general purpose double pedestal with lock and locking drawers, wood secretarial conventional post and panel style, wood secretarial contemporary single pedestal L shaped, and wood secretarial traditional single pedestal L shaped.

**Wood Credenzas:** Wood conventional two and three cabinet style, wood contemporary two and three cabinet style, and wood traditional two and three cabinet style.

For "Dock Delivered", transportation terms shall mean F.O.B. destination, freight charges paid by the vendor to the dock only. No installation included. On orders less than \$1000 the freight only charge shall be prepaid by the vendor and may be added to the invoice. The vendor must include proof of actual shipping charges with the invoice.

**INDEMNIFICATION:** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.



**ASSIGNMENT:** The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

**CANCELLATION:** It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

**TAXES:** No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

**PRECEDENCE:** This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

**ORDERING INFORMATION:** Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE STATE OF MISSISSIPPI	THIS MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY
BY: <u></u>	BY: <u>Lucas Spassiani </u>
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT	TITLE: <u>Vice President</u>
DATE: <u>7/2/20</u>	DATE: <u>2 July 2020</u>