

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

STATE CONTRACT AGREEMENT

CONTRACTOR: Seating, Inc.

STATE CONTRACT #: 8200038571

SUPPLIER #: 3100031297

CONTRACT SMART #: 1130-18-C-SWCT-00201

COMMODITIES COVERED: Furniture

EFFECTIVE: July 1, 2018  
through  
June 30, 2019

This State Contract Agreement is made this 16<sup>th</sup> day of May 2018, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Seating, Inc., 60 N. State St., Nunda, NY 14517 (hereinafter the "Contractor").

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

**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.

**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 on a nonexclusive basis for a period of twelve (12) months beginning July 1, 2018, and ending June 30, 2019, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Cafeteria, Dormitory, Library Shelving and Related Furniture, Lounge, Modular Office, School Furniture, Seating and Wood Desks and Wood Credenzas* and the Contractor's Proposal submitted on April 12, 2018.

**AUTHORIZED PURCHASERS:** The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

**PRICE GUARANTEE:** The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

**The percent discount offered to the State shall be a minimum of 40% off the list price for all furniture categories installed and delivered and a minimum of 50% off all furniture categories dock delivered that are included on the attached Furniture Catalog/Category Spreadsheet.**

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

BY: 

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 5/16/2018

THIS MUST BE SIGNED BY AN OFFICIAL  
OF THE COMPANY

BY: 

TITLE: President

DATE: 05/16/18