MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION OFFICE OF PURCHASING AND TRAVEL JACKSON

STATE CONTRACT NO. 5-420-21415-14

CONTRACTOR: Tesco Industries DATE: June 30, 2014

ITEMS: Library Shelving and Related Furniture, EFFECTIVE: July 1, 2014

Lounge Furniture and Seating through

June 30, 2015

A. <u>AUTHORITY</u>

This certifies that a contract has been executed between the Department of Finance and Administration, Office of Purchasing and Travel for the State of Mississippi and the herein designated Contractor pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the items specified herein.

B. EFFECT

During the term of this contract no purchase of library shelving and related furniture, lounge furniture and seating manufactured and/or distributed by the above-designated Contractor shall be made by state agencies at a price in excess of that established by the prices set out in this regulation (See Section "F").

Commodities purchased under provisions of this contract from the above Contractor or his authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by the state agencies, counties, municipalities and other political subdivisions.

C. <u>PURCHASE ORDERS</u>

Purchase orders prepared by the various state agencies shall show the state contract number on the P. O. in the designated space, quantity, description of the items and prices, also shipping or delivery instructions, if any.

D. PAYMENT

The supplier shall be paid by the ordering agency upon submission of properly certified invoices or vouchers for articles or services delivered and accepted less deductions, if any, as provided.

E. ORDERING

Purchasers shall order in such quantities as required. Purchase orders are to be directed to address of Contractor or Distributors shown in Section "J". The Bureau of Financial Control of the State shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this contract certification when the purchase price is in excess of the maximum price fixed in this purchasing regulation.

F. PRICES

Prices for the new period are set forth in the <u>Tesco 2014 Price List</u>. Prices are subject to the discounts as follows:

DISCOUNTS FOR PRODUCTS TO BE DELIVERED AND INSTALLED

40% discount for orders from \$1,000 - \$20,000 42% discount for orders from \$20,001 - \$35,000 48% discount for orders from \$35,001 - \$50,000 50% discount for orders from \$50,001 - \$75,000 52% discount for orders from \$75,001 - \$150,000 54% discount for orders from \$150,001 and above

DISCOUNTS FOR PRODUCTS TO BE DOCK DELIVERED ONLY

42% discount for orders from \$1,000 - \$20,000 46% discount for orders from \$20,001 - \$35,000 53% discount for orders from \$35,001 - \$50,000 55% discount for orders from \$50,001 - \$75,000 57% discount for orders from \$75,001 - \$150,000 59% discount for orders from \$150,001 and above

The only items that have been approved and are included in this agreement are as follows:

<u>Library Shelving and Related Furniture</u>: Cantilever, reversed cantilever, four post library shelving (all of which include mobile shelving), and end panels for covering end of panels, Library Related Furniture, which includes but not limited to, book trucks, circulation desk, library tables, card catalogs, study carrels, storage cabinets, periodical racks, dictionary stands, and display cases.

<u>Lounge Furniture</u>: 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.

<u>Seating</u>: 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.

Any items that can be purchased from a competitively bid state contract with the Office of Purchasing and Travel shall not be included in this agreement.

Cost of design fees are not included in this agreement and must be negotiated with the buying entity if needed. This agreement is for purchases where the total net amount, after discount, shall not exceed \$500,000.

Catalogs and Price Lists may be obtained from the Contractor.

G. TRANSPORTATION

F.O.B. Destination: <u>Delivered and Installed</u> shall mean freight and installation cost prepaid delivered and installed inside any agency within the State of Mississippi with all charges for transportation and installation paid by the Contractor. <u>Dock Delivered</u> shall mean freight charges paid by the Contractor to the dock only. No installation is included.

<u>Please Note</u>: 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.

H. POLITICAL SUBDIVISIONS - COUNTIES, MUNICIPALITIES, SCHOOLS, ETC.

This contract provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein. Any such agency or political subdivisions electing to purchase as herein provided shall write the following on the face of the purchase order:

"P. O. issued pursuant to provisions of Mississippi State Contract No. 5-420-21415-14."

I. TERMS

Net Forty-five (45) days Without Penalty

J. CONTRACTOR

Please place all orders under this agreement with the following:

A list of authorized dealers is included with this contract.

Tesco Mississippi Dealers

Dealer Name	Contact	Address	Phone #	Fax #	email
Educational Funiture and Equip. Co.	David Webb	400 North Point Drive Meridian, MS 39305	601-679-7240	601-679-7241	davidlwebb@bellsouth.net
Wylie's Discount Furniture	Wylie Hilburn	912 North Davis Cleveland, MS 38732	662-719-1954	none	blakehilburn@aol.com