

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

CONTRACTOR: Brodart Company

CONTRACT NO.: 5-420-05464-14

COMMODITIES COVERED: Dormitory, Lounge, Library
Shelving and Related Furniture
and Seating

EFFECTIVE: July 1, 2014
through
June 30, 2015

AUTHORITY: Agreement made this 3rd day of July, 2014, between the Department of Finance and Administration, Office of Purchasing and Travel for the State of Mississippi (hereinafter called the "Purchaser"), and Brodart Company, Clinton County Industrial Park, 280 North Road, McElhattan, PA 17748, (hereinafter called the "Contractor").

SCOPE: The Contractor agrees to furnish the State of Mississippi its normal requirements of Dormitory, Lounge, Library Shelving and Related Furniture and Seating on a nonexclusive basis for a period of twelve (12) months beginning July 1, 2014, and ending June 30, 2015. Prices are set forth in the Brodart Contract Price List 2014. Discounts for the new period are subject to discounts as follows: Discounts For Products To Be Delivered and Installed: 40% discount for orders from \$1 - \$30,000, 41% discount for orders from \$30,001 - \$60,000 and 42% discount for orders from \$60,001 - Up. Discounts For Products To Be Dock Delivered Only: 42% discount for orders from \$1 - \$30,000, 44% discount for orders from \$30,001 - \$60,000 and 46% discount for orders from \$60,001 - Up. The only items that have been approved and are included in this agreement are as follows: 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. 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. Library Shelving and Related Furniture: 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 desks, library tables, card catalogs, study carrels, storage cabinets, periodical racks, dictionary stands, and display cases. 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. Any items covered under a competitively bid contract with the Office of Purchasing and Travel will 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, will not exceed \$500,000. Transportation F.O.B. Destination, Freight Prepaid. Delivered and Installed 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. Dock Delivered shall mean freight charges paid by the contractor to the dock only. No installation is included. Please Note: 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. Payment terms are Net Forty-five (45) days Without Penalty.

State of Mississippi, as referred to herein, shall include all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other public authorities of the State of Mississippi.

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.

PRICE DATA: The Contractor agrees to furnish sufficient copies of price lists for distribution to the using departments. Purchaser agrees to notify all using agencies, departments, institutions and political subdivisions of the existence of this contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this contract shall be made to the Contractor or to the authorized dealer making delivery. Such payment is to be made only upon receipt by the buying agency of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this contract.

PURCHASE SUMMARY: The Contractor agrees to furnish this office with a summary of sales made under this contract at the end of the contract period. This purchase summary must indicate each state agency or other political entity to which sales have been made, the location of each, and the total dollar sales made to each during the period. Where sales are being made by authorized dealers of the Contractor, the Contractor must require his dealers to maintain adequate records so that a purchase summary can be furnished to this office in the form described above with the purchase information presented as it pertains to each authorized dealer.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is accepting this award as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this contract that might be ordered during the specified period.

LIABILITY: The Contractor shall hold and save the State of Mississippi harmless from liability of any kind, including cost and expenses on account of any patented or unpatented inventions, article, devise or appliance manufactured or used in the performance of this contract, including use by the government. It shall further be understood that no assignment clause of any type that may be a part of a Contractor's standard contract shall be in effect for any lease, rental or lease-purchase agreement entered into as a result of this Contract and that third party involvement in any lease, rental or lease purchase agreement shall be with recourse on the part of the Contractor, and the State shall not be liable for any contractual agreements between the Contractor and his finance source. The State of Mississippi shall be obligated only insofar as the provisions of this Contract are stated.

E-VERIFY COMPLIANCE: It is understood and agreed that the Contractor is compliant with the E-Verify Compliance statement as stated in the Proposal Format and Guidelines.

CANCELTION: It is agreed that either party may cancel this agreement by giving thirty (30) days written notice prior to the effective date of cancelation.

FEDERAL EXCISE TAX: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: _____

BY: _____

OFFICE OF PURCHASING AND TRAVEL

TITLE: _____

DATE: _____

DATE: _____