

**FURNITURE AND RELATED PRODUCTS  
NOTICE OF AWARDS**

Buyer: Heather King  
Phone: 605-773-2162  
Email: [Heather.King@state.sd.us](mailto:Heather.King@state.sd.us)

Date: May 1, 2021

1. **Contract Term:** This notice establishes contract(s) resulting from IFB # 2304 for a period of one year, from May 1, 2021 through April 30, 2022 inclusive. The IFB and the vendor's response, along with the South Dakota Vendor's Manual are made part of the vendor's contract by this reference.
2. **Extension:** The State may, at its own discretion, extend a contract for an additional six (6) past the contract expiration date. The State may renew contract(s) for up to five (5) additional one (1) year periods. The State will review price lists, state agency's need, contract sales data and contractor performance to determine whether to renew each contract for another year. If a contract(s) is renewed, a notice shall be given by the State to the contractor(s) at least 60 days prior to the termination of the contract, and the contractor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
3. **Pricing:** Pricing shall remain firm for the first year of the contract. The manufacturer may update their Published Commercial Price List once per year thereafter. The manufacture must submit their request to update their Published Commercial Price List at least ninety (90) calendar days prior to the effective date. Any update to the price list will not be effective unless approved by the Office of Procurement Management via an amendment to the contract. If the request is approved, the adjustment to Published Commercial Price List will carry a price guarantee period of twelve (12) months and be effective on the date of the designated effective date specified on the contract amendment.

Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the manufacturer's price, the State reserves the right to purchase the lower priced product.

4. **Delivery:** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the contract(s) shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the contract(s) shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the contract(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Manufacturer or their dealer(s) shall be required to deliver products and services as bid, during normal working hours, on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Office of

Procurement Management. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order. The delivery schedule will be agreed upon by the state and manufacturer or dealer prior to issuance of a formal Purchase Order.

“Dock Delivery” means unloading onto the ordering agency’s dock or drop shipped.

“Inside Delivery” means delivered inside the office of the ordering agency but does not include unpacking, assembly, or installation.

“Installation” means delivered, fully assembled, and set in place, ready for use, as well as removal of debris.

All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number when applicable as shown in this contract. Invoices must be submitted in duplicate to the State Agency ordering the merchandise. **Do not submit statement or invoices to the Office of Procurement Management; it will delay payment.**

5. **Warranty:** See attached warranty.
6. **Restriction of Boycott of Israel:** For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder certifies and agrees that the following information is correct:

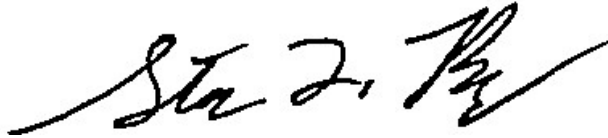
The bidder in preparing its response in considering bids submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project and terminate any contract awarded based on the bid. The successful bidder further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

7. **Required Sales Reporting:** The awarded contractor must submit sales reports biannually in MS Excel format to Heather King at [Heather.King@state.sd.us](mailto:Heather.King@state.sd.us) of the Office of Procurement Management. The reports must include the following information at the minimum: name of government customer (State agency, University, School, City); description of items purchased; date of purchase; contract unit price; and total extended price for each order. **These reports are due no more than 30 days after the end of each biannual reporting period below:**

**First half:      January 1<sup>st</sup> through June 30<sup>th</sup>**  
**Second half:    July 1<sup>st</sup> through December 31<sup>st</sup>**

8. **Purchase Orders:** State agencies under the Executive Branch must utilize the Office of Procurement Management to issue a Purchase Order for purchases exceeding \$4,000.00. Public universities and local units of government may follow their purchasing procedures and their own Purchase Order.

9. **State Purchasing Card:** Payment for items totally \$4,000 and below may be made with the South Dakota Purchasing Card (Citibank Master Card) if the contractor accepts it. For more information please check with the contractor.



**Steven Berg, Director  
Office of Procurement Management**

**Contractor**

**Don Smith & Associates, Inc. DBA Express Office Furniture**  
1500 Atlantic Ave  
North Kansas City, MO 64116

Manufacturer Contact  
Tim O'Brien  
Phone: 816-474-4800  
Email: [tom@eof.com](mailto:tom@eof.com)

Sales Contact  
Rob Umland  
Phone: 612-280-5966  
Email: [robciadvisors@gmail.com](mailto:robciadvisors@gmail.com)

Contract #17508

**\*For authorized local dealers see attached list.**



# 5 Year Limited Warranty

Express Office Furniture warrants to original purchaser that each product will be free from defects in workmanship, given normal use and care for five (5) years of single shift (8 hour) service. This warranty does not apply to items subjected to abuse, misuse, or neglect. This warranty does not cover damage incurred from shipping or storage. It also excludes any accidental damage caused by fire, flood, earthquake, or any other natural disaster. The weight limit of seating is 275 pounds or less, except selected Heavy Duty seating products noted in our catalog.

**All components of the product, including desking, are covered by this warranty for 5 years except selected components listed below.**

**Upholstery/Foam/Fabric/Mesh**

Two (2) year limited warranty.

**Arm Pads**

No warranty against deterioration when rubbed or bumped against a desk/table edge. However, we do sell replacement arm pads.

**Task Lights**

Five (5) year limited warranty; excluding bulbs.

**EXP Panel System**

Five (5) year limited warranty including components.

**COM fabrics/vinyl's**

NO warranty; please refer to material supplier.

**Electric Table Bases & Motors**

Two (2) year limited warranty on electric table bases and motors.

**ECA Products**

ECA Products are warranted for a period of one year from the date of purchase. This warranty is null and void in the case of abuse, uses outside its normal intended use, or field modifications made in any manner.

This is a limited warranty. The warranty is limited to repair or replacement of the product, at our discretion during the warranty period. In the event the same product is not available, replacement with a similar product of similar value will be substituted. If the product requires replacement after 2 years, the value will be pro-rated vs. the 5 year warranty.

**Routine Maintenance**

All products must be maintained with fasteners tight and in place, and with occasional lubrication of moving parts. This activity is not covered under this warranty. Any product that is not fully functional should be removed from service until corrective action has been made. i.e. if the arm of your chair is loose and wiggling, please stop using the chair and have the bolts tightened etc.

**Warranty Claim**

Express Office Furniture, or our authorized dealer, will inspect/repair or replace at our option any part or parts of the warranted product found to be defective within the terms of the warranty. You must notify your authorized *Express Office Furniture* dealer/distributor and provide proof of purchase.

The user may be required to return the product to their Dealer, or our facility, at their expense. This warranty does not cover routine punch list expenses at the time of installation.

*This warranty does not cover Labor or Travel Time.*

In the event of a warranty claim we must have the following information:

1. Name/Location of Dealer who purchased the product
2. Dealers PO# and Date of Purchase
3. Description of the problem and/or part needed.
4. 2 TWO (or more) pictures.
  - A picture of the complete product so that we can see what product it is.
  - A close-up picture of the defect that demonstrates the problem.

ALL pictures of defects are forwarded to the factory to help accomplish continuous improvement.

Close-Out furniture is purchased as-is with no warranty.