

**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:** The manufacture must give notice at least thirty (30) days before a price increase will become effective.
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 attachment titled “Storlie Furniture Group 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**

**Storlie Harmony Collection**  
5812 West 36<sup>th</sup> Str  
St. Louis Park, MN 55416

Manufacturer Contact  
Laurie Folz  
Phone: 952-460-3713  
Email: [laurie@storliecompany.com](mailto:laurie@storliecompany.com)

Sales Contact  
Laurie Folz  
Phone: 952-460-3713  
Email: [laurie@storliecompany.com](mailto:laurie@storliecompany.com)

Contract #17545

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

## Storlie Furniture Group Ltd. stands behind the products we sell.

This warranty covers parts and components with exclusions and limits. Storlie Furniture Group will replace products and components covered under this warranty that are found to be defective in material or workmanship. If replacement option is not available credit may be issued. The warranty applies to the original purchaser from the purchase date and covers normal commercial use during a single shift (8-hour day, 40-hour work week).

### Exclusions:

This warranty does not apply to or cover:

- Items subjected to abuse, misuse, neglect, alteration, or incorrect installation.
- Use of products for purposes other than original design including use for rental purposes.
- Variances or natural changes that may occur in the color and texture of fabric, leather, wood, or other materials. *Due to changes in fabrics, including styles, patterns, colors and dye lots, replacement fabric may not match.*
- Damage incurred from shipping or storage, natural and manmade disasters.
- Labor or transportation charges incurred during the warranty period.

### Limitations:

Category	Warranty Period
Laminate and laminate case goods	Five (5) years
Tables, flex, nesting, café/coffee, conference tables	Five (5) years
Height adjustable table bases, motor, electric and manual/gas control components	Two (2) years
LED task Lights, electronics, power modules	One (1) year
Metal filing storage	Ten (10) years
Accessories	Two (2) years
Foam cushions, seating pad, insulation	Two (2) years
Fabric seating, leather, Spacemax panel fabric, fabric privacy/modesty dividers	Two (2) years
Vinyl material	One (1) year
Seating frame, mesh back, components, mechanism, cylinders, casters, task chair arms <i>Maximum supported weight on all seating is 250lbs unless otherwise noted</i>	Five (5) years

### Warranty and Service Claim Requirements:

Storlie Furniture Group will not pay for 3<sup>rd</sup> party repair service.

To process warranty or service claims please contact Storlie Furniture Group customer support & provide the following:

- Original purchase order number and date of purchase
- Model number of item and detailed description of the problem and/or part needed.
- Photos of the complete product, packaging material, defect or demonstration of the problem.  
Additional photos as required. Claims may be denied if carton or packing material has been discarded.

Customer support contact: [customersupport@storliecompany.com](mailto:customersupport@storliecompany.com).