

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000001348
WCW Inc
PO Box 215
Hoosick Falls NY 12090
USA

Contract ID 00000000000000000000000029324		Page 1 of 4
Contract Dates 06/08/2015 to 06/08/2017		Origin CPS
Description: CPS-MATTRESSES AND BED FRAMES		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 800/432-3842

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		MATTRESS, DESIGNED TO ENHANCE BOTH RESIDENT COMFORT AND THE PREVENTION OF PRESSURE ULCERS.	EA	219.00000	0.00	0.00
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PRICE WITHOUT BOLSTERS \$219.00
PRICE WITH BOLSTERS \$239.00
DIE CUT PATTERN CONTAINS OVER 2000 CELLS
THE BASE LAYER CONTAINS 24 HORIZONTAL DIE CUT
A 5 DEGREE HEAL SLOPE ALLOWS FOR PRESSURE OFFLOADING OF THE LOWER EXTREMITIES
AVAILABLE IN THREE STANDARD SIZES WITH OPTIONAL SIDE BOLSTERS
COVER IS FLUID PROOF, AIR-PERMEABLE AND REDUCED FRICTION AND PATIENT SHEAR
STANDARD HEIGHT IS 6" AVAILABLE WITH SIDE BOLSTER AND CUSTOM WIDTH
500# WEIGHT CAPACITY
NATURAL FOAM PRESSURE AIR 2000 #NF-PA2000-3580
WARRANTY: 5 YEARS FULL WARRANTY

2		MATTRESS, DESIGNED SPECIFICALLY TO ACCOMODATE THE BARIATRIC RESIDENT.	EA	349.00000	0.00	0.00
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PRICE FOR 42X80X8 WITHOUT BOLSTERS \$349.00, WITH BOLSTERS \$369.00
PRICE FOR 48X80X8 WITHOUT BOLSTERS \$449.00, WITH BOLSTERS \$469.00

8" HIGH CONSTRUCTION
DIE CUT PATTERN CONTAINS OVER 2000 CELLS
THE BASE LAYER CONTAINS 24 HORIZONTAL DIE CUTS
A 5 DEGREE HEAL SLOPE ALLOWS FOR PRESSURE OFFLOADING OF THE LOWER EXTREMITIES
AVAILABLE IN THREE STANDARD SIZES WITH OPTIONAL SIDE BOLSTERS
COVER IS FLUID PROOF, AIR-PERMEABLE AND REDUCES FRICTION AND PATIENT SHEAR
AVAILABLE IN MULTIPLE WIDTHS
750# WEIGHT CAPACITY
NATURAL FOAM PRESSURE AIR 2000 BARIATRIC #NF-PA2000-4280 OR 4880
5 YEARS FULL WARRANTY

3		MATTRESS,	EA	549.00000	0.00	0.00
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PRICE WITHOUT BOLSTERS \$549.00, PRICE WITH BOLSTERS \$569.00

PRESSURE AIR CONVERTIBLE DISPLACES THE BODY WITH AN AVERAGE PRESSURE OF 16.3mmHg PROVIDING OUTSTANDING PRESSURE DISPLACEMENT AND REDISTRIBUTION TO ASSIST IN THE PREVENTION AND TREATMENT OF STAGE I THROUGH IV PRESSURE ULCERS. ABLE TO UTILIZED IN THREE DISTINCT MODES.

FEATURES INCLUDE:
CLOSED SYSTEM (STATIC AIR) CAN QUICKLY CONVERT TO AN ALTERNATING PRESSURE MATTRESS
EIGHT NONCIRCULAR CYLINDERS PREVENT "ROLLING" OR "GAPPING" AND THE FULLY ENCLOSED IN A FIBER MESH SLEEVE AND JACKET.
AIR CONTROL UNIT IS SIMPLE, QUIET AND SET AT THE OPTIMUM 10 MINUTE CYCLE TO ELIMINATE GUESSWORK FOR THE CAREGIVER.
7" TOTAL HEIGHT 2.5" NATURAL FOAM CERTI-PUR HYBRID VISCO-ELASTIC TOP LAYER DOES NOT RAISE BODY HEAT AS WITH STANDARD VISCO-ELASTIC FOAM.
COVER IS FLUID PROOF, AIR-PERMEABLE AND REDUCES FRICTION AND PATIENT SHEAR
AVAILABLE IN MULTIPLE WIDTHS AND LENGTHS
AVAILABLE WITH SIDE BOLSTERS
NATURAL AIR FOAM PRESSURE AIR CONVERTIBLE #NF-PAC-3580
5 YEARS ON MATTRESS, 2 YEARS ON PUMP

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4		MATTRESS,	EA	749.00000	0.00	0.00

PRICE FOR 42X80 OR 84X7.5 WITHOUT BOLSTERS \$749.00 WITH BOLSTERS \$769.00
PRICE FOR 48X80 OR 84X7.5 WITHOUT BOLSTERS \$899.00 WITH BOLSTERS \$919.00

PRESSURE AIR CONVERTIBLE BARIATRIC IS DESIGNED TO PROVIDE THE BARIATRIC PATIENT OUTSTANDING PRESSURE DISPLACEMENT AND REDISTRIBUTION TO ASSIST IN PREVENTION AND TREATMENT OF STAGE I THROUGH IV PRESSURE ULCERS. ABLE TO BE UTILIZED IN THREE DISTINCT MODES.

FEATURES INCLUDE:

CLOSED SYSTEM (STATIC AIR) CAN QUICKLY CONVERT TO AN ALTERNATING PRESSURE MATTRESS
EIGHT NONCIRCULAR CYLINDERS PREVENT "ROLLING" OR "GAPPING" AND FULLY ENCLOSED IN A FIBER MESH SLEEVE AND JACKET
AIR CONTROL UNIT IS SIMPLE, QUIET AND SET AT THE OPTIMUM 10 MINUTE CYCLE TO ELIMINATE GUESS WORK FOR THE CAREGIVER.
3" TOTAL HEIGHT 2.5# HIGH RESILIENCY FOAM OVER A 4.5" LAYER OF 1.8# FOAM
COVER IS FLUID PROOF, AIR-PERMEABLE AND REDUCES FRICTION AND PATIENT SHEAR
AVAILABLE IN MULTIPLE WIDTHS AND LENGTHS UP TO 54" WIDE
NATURAL AIR FOAM PRESSURE AIR CONVERTIBLE BARIATRIC #NF-PAC-4280B OR 4880B
WARRANTY: 5 YEARS MATTRESS, 2 YEARS PUMP.

5		BED FRAME	EA	1,460.00000	0.00	0.00
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PRICE WITH HEAD/FOOT BOARD, WALL GUARD, PENDANT CONTROL \$1460.00

OPTIONAL:

EMBEDDED STAFF CONTROL (IN FOOT BOARD) \$145.00,
WIDTH EXTENSION KIT TO CONVERT TO 42" WIDE \$150.00

CAN EXPAND FROM 35" X 43" WIDE AND 76" X 84" IN LENGTH, IT GOES 6 1/2" LOW, 6 7/8" TO 30 7/8" HEIGHT, CAN ROLL AT ANY HEIGHT, TRACK SYSTEM INSTEAD OF BALL BEARING SYSTEM

STANDARD FEATURES
500# WEIGHT CAPACITY
76", 80" AND 84" SLEEP SURFACE
35" BASE WIDTH
42" WIDTH EXPANSION OPTIONAL
30 7/8" BED HIGH
6 7/8" BED LOW
TRENDELENBURG AND REVERSE TRENDELENBURG MODES STANDARD,
15 YEAR WARRANTY
3 YEARS ELECTRIC WARRANTY
LIFETIME WARRANTY ALL WELDS
PRODUCT #NF-PCB901 FRAME

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE BEDS AND MATTRESSES FOR LOCATIONS THROUGHOUT THE STATE OF VERMONT ON AN AS NEEDED BASIS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

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DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE VENDOR OFFER MORE THAN ONE (1) YEAR.

INSIDE DELIVERY TO THE UNIT THAT HAS ORDERED THE BED IS REQUIRED.
DELIVERIES: ARE TO BE MADE WITHIN 7-14 DAYS FROM DATE OF ORDER.

PERFORMANCE MEASUREMENTS:
DELIVERIES ARE REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. THE STATE WILL REDUCE THE VENDOR'S INVOICE BY 10% IF TIMELINE FOR DELIVERY ARE NOT MET, UNLESS PRIOR APPROVAL FOR A JUSTIFIABLE DELAY HAS BEEN APPROVED BY THE FACILITY DIRECTOR.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN CONTRACT REVIEW WITH POTENTIALLY CONSEQUENCES AS SEVER AS TERMINATION.

CONTRACTOR'S CONTACT INFORMATION:
KIP O'NEILL
TELEPHONE: 802-362-8053
FAX #802-362-8057
EMAIL: KONEILL@WCWINC.US

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____