

CONTRACT



Vendor ID 0000237278
Exerus Business Furniture
4750 Shelburne Rd
Shelburne VT 05482
USA

Contract ID 00000000000000000000000030559	Page 1 of 4
Contract Dates 10/01/2015 to 09/30/2019	Origin CPS
Description: CPS-CASEGOOD FURNITURE	Contract Maximum \$302,012.75
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
Contract Status Approved	

Phone #: (802) 383-1770

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		TEKNION EXPANSION FURNITURE	EA	0.01000	0.00	0.00
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A 55% DISCOUNT FROM CURRENT LIST PRICE AT TIME OF SALE APPLIES.
 THE TEKNION EXPANSION FURNITURE PRICE LIST IN PLACE AT THE TIME OF THE ORDER PLACEMENT APPLIES. TO VIEW PRODUCT ON-LINE GO TO https://d2r72yk5wmppdj.cloudfront.net/m/421272701b94624e/Expansion_Casegoods_brochure___F.pd . THE TEKNION EXPANSION FURNITURE LINE OF CASEGOODS FURNITURE INCLUDES OFFICE, RECEPTION, CONFERENCE, AND TRAINING ROOM FURNITURE, AS WELL AS HIGH DENSITY SEATING AND STEEL FILES.

TEKNION PROVIDES A LIFETIME WARRANTY ON THEIR PRODUCTS.

THE CONTRACTOR WILL PROVIDE THE FOLLOWING SERVICES AT NO ADDITIONAL COST; PRE-SALE AND POST-SALE SUPPORT, DELIVERY, INSTALLATION AS REQUIRED, FURNITURE SET-UP, CLEAN-UP, REMOVAL OF WASTE PACKAGING MATERIALS AND DESIGN SERVICES IF REQUIRED.

2		TEKNION FILING & STORAGE CASEGOODS FURNITURE	EA	0.01000	0.00	0.00
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A 66% DISCOUNT FROM CURRENT LIST PRICE AT TIME OF SALE APPLIES.
 THE TEKNION FILING & STORAGE PRICE LIST IN PLACE AT THE TIME OF THE ORDER PLACEMENT APPLIES. TO VIEW PRODUCT ON-LINE GO TO https://d2r72yk5wmppdj.cloudfront.net/m/7a51783a34f7cc92/filing_Storage_Brochure.pdf. THE TEKNION FILING & STORAGE LINE INCLUDES: FILING, STORAGE.

THE CONTRACTOR WILL PROVIDE THE FOLLOWING SERVICES AT NO ADDITIONAL COST; PRE-SALE AND POST-SALE SUPPORT, DELIVERY, INSTALLATION AS REQUIRED, FURNITURE SET-UP, CLEAN-UP, REMOVAL OF WASTE PACKAGING MATERIALS AND DESIGN SERVICES IF REQUIRED.

3		TEKNION SEATING CASEGOODS FURNITURE	EA	0.01000	0.00	0.00
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A 50% DISCOUNT FROM CURRENT LIST PRICE AT TIME OF SALE APPLIES.
 THE TEKNION SEATING PRICE LIST IN PLACE AT THE TIME OF THE ORDER PLACEMENT APPLIES. TO VIEW PRODUCT ON-LINE GO TO https://d2r72yk5wmppdj.cloudfront.net/m/6FD520FC67525137/Volumne_High_Density_Stacking_Chair_Brochure_complete.pdf. THE TEKNION SEATING LINE INCLUDES: SEATING.

THE CONTRACTOR WILL PROVIDE THE FOLLOWING SERVICES AT NO ADDITIONAL COST; PRE-SALE AND POST-SALE SUPPORT, DELIVERY, INSTALLATION AS REQUIRED, FURNITURE SET-UP, CLEAN-UP, REMOVAL OF WASTE PACKAGING MATERIALS AND DESIGN SERVICES IF REQUIRED.

4		SIT ON IT SEATING CASEGOODS FURNITURE	EA	0.01000	0.00	0.00
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A 48% DISCOUNT FROM CURRENT LIST PRICE AT TIME OF SALE APPLIES.
 THE SIT ON IT SEATING PRICE LIST IN PLACE AT THE TIME OF THE ORDER PLACEMENT APPLIES. TO VIEW PRODUCT ON-LINE GO TO http://www.sitonit.net/content/dam/exemplis/downloadslisting/oncall/oncall_brochure.pdf.download. THE SIT ON IT SEATING LINE INCLUDES: SEATING.

THE CONTRACTOR WILL PROVIDE THE FOLLOWING SERVICES AT NO ADDITIONAL COST; PRE-SALE AND POST-SALE SUPPORT, DELIVERY, INSTALLATION AS REQUIRED, FURNITURE SET-UP, CLEAN-UP, REMOVAL OF WASTE PACKAGING MATERIALS AND DESIGN SERVICES IF REQUIRED.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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

THIS CONTRACT MAY NOT BE USED FOR THE PURCHASE OF ERGONOMIC (BEHIND THE DESK) SEATING, ERGONOMIC KEYBOARD TRAYS, OR MODULAR/SYSTEM STYLE FURNITURE. OTHER CONTRACTS ARE IN PLACE FOR THESE PRODUCTS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR

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Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
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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.

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.

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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.

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 AND SOFTWARE THAT 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 CONTRACTOR OFFER MORE THAN ONE (1) YEAR.

PERFORMANCE MEASUREMENTS

- DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTABLE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE - LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERING FROM OEM) THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERY THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES TO THE CONTRACTS STATUS.
- ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUEST FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRED A 99% COMPLIANCE TO THIS REQUIREMENT, WITH A CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETING BETWEEN THE SOV AND THE CONTRACTOR.

CONTRACTOR CONTACT INFORMATION:

DANA ALLEN
TELEPHONE: 802-383-1752
FAX: 802-658-6917
EMAIL: dana@exerustfurniture.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: Deborah.larose@vermont.gov

CHANGE #1 - 08-07-17 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO SEPTEMBER 30, 2018 AT THE SAME DISCOUNTS OFF LIST PRICE.

CHANGE #2 - 09-20-18 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO SEPTEMBER 30, 2019 AT THE SAME DISCOUNTS OFF

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LIST PRICE.						

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

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: _____