

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Building and General Services, Office of Purchasing and Contracting (the "State") and Hello Direct Inc., with a principal place of business in Nashua, NH (the "Contractor") that the contract between them originally dated as of January 01, 2016 Contract # 30706, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2019 to December 31, 2020
- II. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Section 6 of Attachment B is amended by the addition of the following requirements

ITEM	DESCRIPTION	UNIT PRICE
JBR-920-65-508-105	Jabra PRO 920 MONO	\$ 159.00
JBR-920-69-508-105	Jabra PRO 920 DUO	\$ 165.00
JBR-925-15-508-185	Jabra PRO 925 Mono	\$ 139.00
JBR-925-15-508-205	Jabra PRO 925 Duo	\$ 183.00
JBR-9553-553-125	Jabra Engage 65 Mono	\$ 219.00
JBR-9555-553-125	Jabra Engage 65 Conv	\$ 231.00
JBR-9559-553-125	Jabra Engage 65 Stereo	\$ 236.00
JBR-14192-00	PRO 9400 series HS Battery Kit	\$ 18.90
JBR-14201-43	Jabra EHS Cable	\$ 29.40
JBR-14201-17	Jabra EHS Cable	\$ 29.40
JBR-14201-16	Jabra EHS Cable	\$ 29.40
JBR-14201-20	Jabra EHS Cable	\$ 29.40
JBR-14201-31	Jabra EHS Cable	\$ 29.40
JBR-14201-22	Jabra EHS Cable	\$ 29.40
JBR-14201-30	Jabra EHS Cable	\$ 29.40
JBR-01-0369	GN 1000 REMOTE W/EXT ARM	\$ 47.00
JBR-2406-820-205	Jabra BIZ 2400 II Mono 3-1 NC	\$ 118.00
JBR-2403-820-205	Jabra BIZ 2400 II Mono	\$ 112.00
JBR-2409-820-205	Jabra BIZ 2400 II Duo	\$ 124.00
JBR-2309-820-105	Jabra Biz 2300 Duo NC	\$ 85.00
JBR-1519-0157	Jabra Biz 1500 Duo QD	\$ 48.00
JBR-1519-0157	Jabra Biz 1500 Mono QD	\$ 44.00
JBR-6399-829-209	Jabra Evolve 40 UC Stereo	\$ 75.00
JBR-6393-829-209	Jabra Evolve 40 UC Mono	\$ 65.00

ITEM	DESCRIPTION	UNIT PRICE
JBR-5393-829-309	Jabra Evolve 30 II UC Mono	\$ 53.00
JBR-4999-829-209	Jabra Evolve 20 UC Stereo	\$ 37.00
JBR-4993-829-209	Jabra Evolve 20 UC Mono	\$ 34.00
JBR-88011-99	Jabra 1200 Cable	\$ 22.00
JBR-8800-02-01	Jabra Supervisor cord w-Mute	\$ 23.00
JBR-860-09	Jabra Link-860 Amplifier	\$ 85.00
PLT-83542-01	Plantronics Savi W740 Convertible *	\$ 229.00
PLT-207325-01	Plantronics Savi W8220	\$ 248.00
PLT-83543-11	Plantronics Savi W730 Over Ear *	\$ 229.00
PLT-84692-01	Plantronics CS520 Wireless Binaural	\$ 193.00
PLT-86305-01	Plantronics CS530 Wireless Over Ear	\$ 182.00
PLT-84693-01	Plantronics CS540 Wireless Conv	\$ 176.00
PLT-202578-01	Plx EHS Cable APU-72	\$ 48.00
PLT-202678-01	Plx EHS Cable APU-75	\$ 48.00
PLT-38350-13	Plx EHS Cable APC-43	\$ 48.00
PLT-87317-01	Plx EHS Cable APC-45	\$ 48.00
PLT-84598-01	Plx Spare Battery Savi 740/440	\$ 25.00
PLT-86180-01	Plx battery for CS540	\$ 25.00
PLT-64399-03	Plx Battery for CS520	\$ 25.00
PLT-64399-01	Plx repl battery - CS50/CS55	\$ 25.00
PLT-206110-101-HD	Plantronics Voyager 5200 UC	\$ 145.00
PLT-89434-01	PLX EncorePro HW520 Duo	\$ 77.00
PLT-88828-01	Plantronics EncorePro HW540	\$ 73.00
PLT-43596-64	Plantronics Vista M22 Amplifier	\$ 72.00
PLT-72442-41	Plantronics HIS Adapter Cable	\$ 32.00
PLT-26716-01	Plantronics Coil Cord QD to Mod Plug	\$ 32.00
SEN-506010	Sennheiser SD Pro1 ML DECT Wirelss	\$ 205.00
SEN-506011	Sennheiser SD Pro2 ML Dect Wireless	\$ 215.00
SEN-504103	Senn EHS for Cisco - G version	\$ 30.00
SEN-504401	Senn SC230 Mono Headset	\$ 70.00
SEN-504402	Senn SC260 Duo Headset	\$ 85.00
SEN-005362	Senn CSTD01 QD Cord	\$ 15.00
SEN-005365	Senn CSTD08 QD Cord	\$ 15.00
SENN-502175	Senn ATC2 Training Cable	\$ 38.00
PLT-202581-01	Plx Blackwire 725M Lync USB	\$ 125.00
LOG-960-000971	Logitech Webcam C930e	\$ 110.00
JBR-7510-109	Jabra Speak 510 MS	\$ 110.00
JBR-7510-309	Jabra Speak 510+ MS and Link 360	\$ 131.00
JBR-7710-309	Jabra Speak 710 MS	\$ 220.00
JBR-7810-109	Jabra Speak 810 MS	\$ 441.00

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 4 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

HELLO DIRECT INC.

By: _____

By: _____

Name: Christopher Cole

Name: _____

Title: Commissioner

Title: _____

Date: Buildings & General Services

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Building and General Services, Office of Purchasing and Contracting (the "State") and **Hello Direct Inc.**, with a principal place of business in Nashua, NH (the "Contractor") that the contract between them originally dated as of January 01, 2016 Contract # 30706, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$90,000.00 to \$180,000.00, representing an increase of \$90,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2018 to December 31, 2019

The Contract Term may be renewed for one additional one-year period at the discretion of the State.

- III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Section 6 of Attachment B is amended by the addition of the following requirements

ITEM	DESCRIPTION	UNIT PRICE
JBR-920-65-508-105	Jabra PRO 920 MONO	\$ 152.00
JBR-920-69-508-105	Jabra PRO 920 DUO	\$ 158.00
JBR-925-15-508-185	Jabra PRO 925 Mono	\$ 152.00
JBR-925-15-508-205	Jabra PRO 925 Duo	\$ 175.00
JBR-9553-553-125	Jabra Engage 65 Mono	\$ 209.00
JBR-9555-553-125	Jabra Engage 65 Conv	\$ 220.00
JBR-9559-553-125	Jabra Engage 65 Stereo	\$ 225.00
JBR-9450-65-707-105	Jabra PRO 9450 Mono Flex NCSA	\$ 195.00
JBR-9450-65-507-105	Jabra PRO 9450 Midi	\$ 195.00
JBR-9450-69-707-105-HD	Jabra PRO 9450 Duo NC Flex Boom	\$ 210.00
JBR-14192-00	PRO 9400 series HS Battery Kit	\$ 18.00
JBR-14201-43	Jabra EHS Cable	\$ 28.00
JBR-14201-17	Jabra EHS Cable	\$ 28.00
JBR-14201-16	Jabra EHS Cable	\$ 28.00
JBR-14201-20	Jabra EHS Cable	\$ 28.00
JBR-14201-31	Jabra EHS Cable	\$ 28.00

Contract #30706
Amendment #2

ITEM	DESCRIPTION	UNIT PRICE
JBR-14201-22	Jabra EHS Cable	\$ 28.00
JBR-14201-30	Jabra EHS Cable	\$ 28.00
JBR-01-0369	GN 1000 REMOTE W/EXT ARM	\$ 45.00
JBR-2406-820-205	Jabra BIZ 2400 II Mono 3-1 NC	\$ 113.00
JBR-2403-820-205	Jabra BIZ 2400 II Mono	\$ 107.00
JBR-2409-820-205	Jabra BIZ 2400 II Duo	\$ 119.00
JBR-2309-820-105	Jabra Biz 2300 Duo NC	\$ 81.00
JBR-2303-820-105	Jabra Biz 2300 Mono NC	\$ 65.00
JBR-1519-0157	Jabra Biz 1500 Duo QD	\$ 46.00
JBR-1519-0157	Jabra Biz 1500 Mono QD	\$ 42.00
JBR-6399-829-209	Jabra Evolve 40 UC Stereo	\$ 72.00
JBR-6393-829-209	Jabra Evolve 40 UC Mono	\$ 62.00
JBR-5399-829-309	Jabra Evolve 30 II UC Stereo	\$ 55.00
JBR-5393-829-309	Jabra Evolve 30 II UC Mono	\$ 51.00
JBR-4999-829-209	Jabra Evolve 20 UC Stereo	\$ 36.00
JBR-4993-829-209	Jabra Evolve 20 UC Mono	\$ 33.00
JBR-88011-99	Jabra 1200 Cable	\$ 20.00
JBR-8800-02-01	Jabra Supervisor cord w-Mute	\$ 22.00
JBR-860-09	Jabra Link-860 Amplifier	\$ 81.00
PLT-83542-01	Plantronics Savi W740 Convertible	\$ 229.00
PLT-83544-01	Plantronics Savi W720	\$ 240.00
PLT-83543-11	Plantronics Savi W730 Over Ear	\$ 229.00
PLT-84692-01	Plantronics CS520 Wireless Binaural	\$ 193.00
PLT-86305-01	Plantronics CS530 Wireless Over Ear	\$ 182.00
PLT-84693-01	Plantronics CS540 Wireless Conv	\$ 176.00
PLT-202578-01	Plx EHS Cable APU-72	\$ 48.00
PLT-202678-01	Plx EHS Cable APU-75	\$ 48.00
PLT-38350-13	Plx EHS Cable APC-43	\$ 48.00
PLT-87317-01	Plx EHS Cable APC-45	\$ 48.00
PLT-84598-01	Plx Spare Battery Savi 740/440	\$ 25.00
PLT-86180-01	Plx battery for CS540	\$ 25.00
PLT-64399-03	Plx Battery for CS520	\$ 25.00
PLT-64399-01	Plx repl battery - CS50/CS55	\$ 25.00
PLT-206110-101-HD	Plantronics Voyager 5200 UC	\$ 145.00
PLT-89434-01	PLX EncorePro HW520 Duo	\$ 77.00
ITEM	DESCRIPTION	UNIT PRICE

PLT-88828-01	Plantronics EncorePro HW540	\$ 73.00
PLT-43596-64	Plantronics Vista M22 Amplifier	\$ 72.00
PLT-72442-41	Plantronics HIS Adapter Cable	\$ 32.00
PLT-26716-01	Plantronics Coil Cord QD to Mod Plug	\$ 32.00
SEN-506007	Sennheiser SD Pro 1 DECT Wireless Headset	\$ 205.00
SEN-506008	Sennheiser SD Pro 2 DECT Wireless Headset	\$ 215.00
SEN-504103	Senn EHS for Cisco - G version	\$ 30.00
SEN-504401	Senn SC230 Mono Headset	\$ 70.00
SEN-504402	Senn SC260 Duo Headset	\$ 85.00
SEN-005362	Senn CSTD01 QD Cord	\$ 15.00
SEN-005365	Senn CSTD08 QD Cord	\$ 15.00
SENN-502175	Senn ATC2 Training Cable	\$ 38.00
PLT-202581-01	Plx Blackwire 725M Lync USB	\$ 125.00
LOG-960-000971	Logitech Webcam C930e	\$ 110.00
JBR-7510-109	Jabra Speak 510 MS	\$ 105.00
JBR-7510-309	Jabra Speak 510+ MS and Link 360	\$ 125.00
JBR-7710-309	Jabra Speak 710 MS	\$ 210.00
JBR-7810-109	Jabra Speak 810 MS	\$ 420.00

IV. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C 12/15/2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract

amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 10 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

HELLO DIRECT INC.

By: _____

By: _____

Name: Christopher Cole

Name: _____

Title: BGS Commissioner

Title: _____

Date: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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 that 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>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

State of Vermont

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

CONTRACT



Vendor ID 0000013266
Hello Direct, Inc.
77 Northeastern Blvd
Nashua NH 03062
United States

Contract ID 00000000000000000000000030706		Page 1 of 5
Contract Dates 01/01/2016 to 12/31/2018		Origin CPS
Description: CPS PHONE ACCESSORIES & PARTS		Contract Maximum \$9,999,999.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
8		SoundPoint IP 450 w/o power	EA	199.00000	0.00	0.00
9		GN 2125-NC FLEX BIN	EA	83.00000	0.00	0.00
10		GN 1200 CC	EA	17.00000	0.00	0.00
11		9120/25 Battery w.screwdriver	EA	16.00000	0.00	0.00
12		GN9125 Duo Flex NC Mic.	EA	189.00000	0.00	0.00
13		Polycom EHS adapter	EA	22.00000	0.00	0.00
14		Jabra PRO 9450 NCSA midi	EA	188.00000	0.00	0.00
15		GNN UNIV CLOTH CLIP	EA	3.00000	0.00	0.00
16		Jabra Biz 2300 Duo, NC	EA	70.00000	0.00	0.00
17		GN 8210 Digital W/ P.S.	EA	77.00000	0.00	0.00
18		Jabra PRO 9450 mono Flex NCSA	EA	188.00000	0.00	0.00
19		GN 2125 DIRECT CONNECT W SC	EA	99.00000	0.00	0.00
20		Plx HL10 for CS50 & CS70	EA	44.00000	0.00	0.00
21		Jabra Biz 2300 Mono, NC	EA	56.00000	0.00	0.00
22		GN 1000 REMOTE W/EXT ARM	EA	39.00000	0.00	0.00
23		STARPLUS 2802BLK 1-LN SPKR	EA	30.00000	0.00	0.00
24		Jabra BIZ 1900 Mono	EA	33.00000	0.00	0.00
25		GN9125 Flex Boom NC Mic.	EA	176.00000	0.00	0.00
26		Plx CS540 Ear tips	EA	8.00000	0.00	0.00
27		Plx Vista M22 amp	EA	65.00000	0.00	0.00
28		GN 2100 NC 4-in-1	EA	77.00000	0.00	0.00
29		GN 2100 NC 4-in-1 & LINK 850	EA	142.00000	0.00	0.00
30		Jabra Link 850	EA	66.00000	0.00	0.00
31		GN 9300 spare battery	EA	16.00000	0.00	0.00
32		Plx CS530 wireless hdst	EA	175.00000	0.00	0.00
33		Plx CS540 wireless convrt hdst	EA	170.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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35		Jabra PRO 9450 Duo flx NCSA	EA	198.00000	0.00	0.00
36		Jab Biz2300 Mon, NC + Link 850	EA	122.00000	0.00	0.00
37		SS2, Non Ex, W/O display	EA	326.00000	0.00	0.00
38		Plx HW261N NC Binaural Hdst	EA	68.00000	0.00	0.00
39		Plx HW251N NC Mono Hdst	EA	57.00000	0.00	0.00
40		Polycom SoundPoint IP 560	EA	273.00000	0.00	0.00
41		PLX EncorePro HW540 Conv	EA	65.00000	0.00	0.00
42		Cord - QD to QD extension cord	EA	12.00000	0.00	0.00
43		SoundStation2W EX Mics	EA	174.00000	0.00	0.00
44		SoundStation2W EXP 1.9GHz	EA	618.00000	0.00	0.00
45		Jabra PRO 920, NA	EA	145.00000	0.00	0.00
46		VTX 1000 25' MIC EXT CBLS	EA	20.00000	0.00	0.00
47		SoundStation2 EX	EA	439.00000	0.00	0.00
48		SOUNDSTATIONS 2 EX MICS	EA	138.00000	0.00	0.00
49		VoiceStation 300	EA	241.00000	0.00	0.00
50		PLX CS520 Binaural hdst	EA	189.00000	0.00	0.00
51		Jabra UC VOICE 550 Duo	EA	30.00000	0.00	0.00
52		SoundStation2 Power Supply	EA	117.00000	0.00	0.00
53		VTX 1000 SUBWOOFER 110V	EA	133.00000	0.00	0.00
54		Spectralink 8440 Hndset Bundle	EA	495.00000	0.00	0.00
55		Jabra LINK 20 EHS Adapter	EA	26.00000	0.00	0.00
56		VXI V150 Wireless Headset	EA	89.00000	0.00	0.00
57		VXi L50 Remote Lifter	EA	35.00000	0.00	0.00
58		SOUNDSTATION IP 7000 poe	EA	814.00000	0.00	0.00
59		Polycom IP7000 EXT MICS	EA	262.00000	0.00	0.00

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Contract Dates 01/01/2016 to 12/31/2018	Origin CPS
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Buyer Name Stephen A Fazekas	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
60		SoundPoint IP 670 w/o pwr supl	EA	354.00000	0.00	0.00
61		SS2/SS2W/VTX 1000 Carry Case	EA	38.00000	0.00	0.00
62		PLX CS545-XD Conv Unltd Talk	EA	210.00000	0.00	0.00
63		Jabra AC Power Adapter	EA	13.00000	0.00	0.00
64		SS2W 12HR TLK TIME BTRY	EA	42.00000	0.00	0.00
65		Senn SH350 Duo Corded NC	EA	70.00000	0.00	0.00
66		Senn CSTD01 QD Cord	EA	13.00000	0.00	0.00
67		Jabra FREEWAY BT Speakerphone	EA	63.00000	0.00	0.00
68		Jabra Motion Office - UC	EA	201.00000	0.00	0.00
69		Jabra Evolve 65 UC Stereo	EA	128.00000	0.00	0.00
70		Jabra BIZ 2400II Duo UNC	EA	106.00000	0.00	0.00
71		Jabra Evolve 80 UC Stereo	EA	208.00000	0.00	0.00
72		Hdst Buddy 3.5 4-pole to RJ9	EA	9.00000	0.00	0.00
73		Jabra Evolve 40 UC Stereo	EA	69.00000	0.00	0.00
74		Tone Commander 6220	EA	560.00000	0.00	0.00
75		Jabra PRO 9465 Duo NCSA	EA	232.00000	0.00	0.00
76		HEAD SETS MINIMUM DISCOUNT 30%	EA	0.01000	0.00	0.00
77		SPEAKER PHONES MINIMUM DISCOUNT 20%	EA	0.01000	0.00	0.00
78		PHONES MINIMUM DISCOUNT 15%	EA	0.01000	0.00	0.00
79		ACCESSORIES MINIMUM DISCOUNT 20%	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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 VENDOR OFFER MORE THAN ONE (1) YEAR.

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.

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.

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 # / PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
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CONTRACT



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Contract ID 0000000000000000000030706	Page 4 of 5
Contract Dates 01/01/2016 to 12/31/2018	Origin CPS
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Buyer Name Stephen A Fazekas	Buyer Phone Approved
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE 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 ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES 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.

2. 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 AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

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.

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.

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

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS 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

State of Vermont

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

CONTRACT



Vendor ID 0000013266
Hello Direct, Inc.
77 Northeastern Blvd
Nashua NH 03062
United States

Contract ID 00000000000000000000000030706		Page 5 of 5
Contract Dates 01/01/2016 to 12/31/2018		Origin CPS
Description: CPS PHONE ACCESSORIES & PARTS		Contract Maximum \$9,999,999.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEPHEN FAZEKAS
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
stephen.fazekas@vermont.gov

*****AMENDMENT #1*****

AMENDMENT #1 - OCTOBER 31, 2017 - THE STATE IS HEREBY ELECTING TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO DECEMBER 31, 2018.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS 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

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.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

SALES POC INFORMATION:
Jeanne Echols
Toll Free: 888-444-3556 X2772
Fax : 603-521-9034
jechols@hellodirect.com

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: _____

State of Vermont

Buildings and General Services
 Reference/Research General Svs Ctr
 US Rt 2 Drawer 33
 Middlesex VT 05633-7601
 United States

CONTRACT



Vendor ID 0000013266
Hello Direct, Inc.
77 Northeastern Blvd
Nashua NH 03062
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Contract ID 00000000000000000000000030706	Page 1 of 5
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31		GN 9300 spare battery	EA	16.00000	0.00	0.00
32		Plx CS530 wireless hdst	EA	175.00000	0.00	0.00
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State of Vermont

Buildings and General Services
Reference/Research General Svs Ctr
US Rt 2 Drawer 33
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44		SoundStation2W EXP 1.9GHz	EA	618.00000	0.00	0.00
45		Jabra PRO 920, NA	EA	145.00000	0.00	0.00
46		VTX 1000 25' MIC EXT CBLS	EA	20.00000	0.00	0.00
47		SoundStation2 EX	EA	439.00000	0.00	0.00
48		SOUNDSTATIONS 2 EX MICS	EA	138.00000	0.00	0.00
49		VoiceStation 300	EA	241.00000	0.00	0.00
50		PLX CS520 Binaural hdst	EA	189.00000	0.00	0.00
51		Jabra UC VOICE 550 Duo	EA	30.00000	0.00	0.00
52		SoundStation2 Power Supply	EA	117.00000	0.00	0.00
53		VTX 1000 SUBWOOFER 110V	EA	133.00000	0.00	0.00
54		Spectralink 8440 Hndset Bundle	EA	495.00000	0.00	0.00
55		Jabra LINK 20 EHS Adapter	EA	26.00000	0.00	0.00
56		VXI V150 Wireless Headset	EA	89.00000	0.00	0.00
57		VXi L50 Remote Lifter	EA	35.00000	0.00	0.00
58		SOUNDSTATION IP 7000 poe	EA	814.00000	0.00	0.00
59		Polycom IP7000 EXT MICS	EA	262.00000	0.00	0.00

State of Vermont

Buildings and General Services
Reference/Research General Svs Ctr
US Rt 2 Drawer 33
Middlesex VT 05633-7601
United States

CONTRACT



Vendor ID 0000013266
Hello Direct, Inc.
77 Northeastern Blvd
Nashua NH 03062
United States

Contract ID 0000000000000000000030706	Page 3 of 5
Contract Dates 01/01/2016 to 12/31/2017	Origin CPS
Description: CPS PHONE ACCESSORIES & PARTS	Contract Maximum \$9,999,999.00
Buyer Name Stephen A Fazekas	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
60		SoundPoint IP 670 w/o pwr supl	EA	354.00000	0.00	0.00
61		SS2/SS2W/VTX 1000 Carry Case	EA	38.00000	0.00	0.00
62		PLX CS545-XD Conv Unltd Talk	EA	210.00000	0.00	0.00
63		Jabra AC Power Adapter	EA	13.00000	0.00	0.00
64		SS2W 12HR TLK TIME BTRY	EA	42.00000	0.00	0.00
65		Senn SH350 Duo Corded NC	EA	70.00000	0.00	0.00
66		Senn CSTD01 QD Cord	EA	13.00000	0.00	0.00
67		Jabra FREEWAY BT Speakerphone	EA	63.00000	0.00	0.00
68		Jabra Motion Office - UC	EA	201.00000	0.00	0.00
69		Jabra Evolve 65 UC Stereo	EA	128.00000	0.00	0.00
70		Jabra BIZ 2400II Duo UNC	EA	106.00000	0.00	0.00
71		Jabra Evolve 80 UC Stereo	EA	208.00000	0.00	0.00
72		Hdst Buddy 3.5 4-pole to RJ9	EA	9.00000	0.00	0.00
73		Jabra Evolve 40 UC Stereo	EA	69.00000	0.00	0.00
74		Tone Commander 6220	EA	560.00000	0.00	0.00
75		Jabra PRO 9465 Duo NCSA	EA	232.00000	0.00	0.00
76		HEAD SETS MINIMUM DISCOUNT 30%	EA	0.01000	0.00	0.00
77		SPEAKER PHONES MINIMUM DISCOUNT 20%	EA	0.01000	0.00	0.00
78		PHONES MINIMUM DISCOUNT 15%	EA	0.01000	0.00	0.00
79		ACCESSORIES MINIMUM DISCOUNT 20%	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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 VENDOR OFFER MORE THAN ONE (1) YEAR.

SALES POC INFORMATION:

Gary Michalewicz
Toll Free: 888-208-0102 e2198
Fax : 603-521-9106
gmichalewicz@hellodirect.com

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 # / PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

State of Vermont

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Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERFORMANCE MEASUREMENTS

- DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE 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 ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES 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 AS SEVERE AS TERMINATION.
- ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

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.

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.

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.

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.

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

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS 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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEPHEN FAZEKAS
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
stephen.fazekas@vermont.gov

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: _____