

# State of Vermont

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

# CONTRACT



**Supplier 0000283240**  
**W.B. Mason Co., Inc.**  
**68 Nesti Drive**  
**South Burlington VT 05403**  
**United States**

<b>Contract ID</b> 00000000000000000000031783	<b>Page</b> 1 of 5
<b>Contract Dates</b> 10/01/2016 to 09/30/2020	<b>Origin</b> CPS
<b>Description:</b> CPS-ALLSTEEL MODULAR FURN	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		ALLSTEEL MODULAR FURNITURE	EA	0.01000	0.00	0.00
DESIGN, DELIVERY AND INSTALLATION IS INCLUDED WITH ALLSTEEL MODULAR SYSTEMS FURNITURE PROVIDED BY THE CONTRACTOR. TERRACE, MODULAR FURNITURE - 71% OFF MFR CURRENT PRICE LIST						
2		OTIMIZE MODULAR FURNITURE - 72% OFF MFR CURRENT PRICE LIST RECONFIGURATION	HR	45.00000	0.00	0.00
A LABOR RATE OF \$45.00/HR WILL BE CHARGED FOR RECONFIGURATION LABOR SERVICE ON EXISTING INSTALLATION. AN ESTIMATE WILL BE PROVIDED BY THE CONTRACTOR PRIOR TO THE ISSUE OF ANY PURCHASE ORDER BY THE STATE.						
3		DESIGN	HR	40.00000	0.00	0.00

A LABOR RATE OF \$40.00/HR WILL BE CHARGED FOR DESIGN SERVICE OF EXISTING INSTALLATION IF APPLICABLE. AN ESTIMATE WILL BE PROVIDED BY THE CONTRACTOR PRIOR TO THE ISSUE OF ANY PURCHASE ORDER BY THE STATE.  
STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.  
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.

THIS CONTRACT MAY NOT BE USED FOR THE PURCHASE OF SEATING, SIT TO STAND OR CASE GOODS FURNITURE NOT APPEARING IN THE SYSTEMS PRICER.

CONTRACTOR WILL PROVIDE A DETAILED LIST OF THE COMPONENTS WITH PRICES AND TOTAL TO THE REQUESTING AGENCY OR DEPARTMENT FOR THEIR APPROVAL. THIS QUOTATION WILL ALSO SPECIFY ANY ADDITIONAL CHARGES OUTSIDE THE REGULAR DESIGN, DELIVERY AND INSTALLATION. NO WORK CAN BE DONE UNTIL THE DEPARTMENT/AGENCY HAS APPROVED THE PROPOSAL.

ESTIMATED DELIVERY LEADTIME IS 4 TO 6 WEEKS.  
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 PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

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

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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.

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.

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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT  
PRODUCT AND SERVICE SPECIFICATIONS:

FURNITURE SHALL MEET OR EXCEED THE REQUIREMENTS OF ANSI/BIFMA STANDARDS, AND WILL BE NEW AND FREE OF DEFECTS AND IMPERFECTIONS WHICH MIGHT AFFECT USER SAFETY, APPEARANCE, AND LIFE EXPECTANCY. CONSTRUCTION AND DESIGN MUST ADDRESS THE REQUIREMENTS FOR DAILY COMMERCIAL USE. ALL PANELS MUST MEET OR EXCEED CLASS A REQUIREMENTS FOR FLAME SPREAD AND SPARK DEVELOPMENT AS SPECIFIED IN THE CURRENT NATIONAL FIRE PROTECTION ASSOCIATIONS LIFE SAFETY CODE #101 AND THE UNDERWRITER'S LABORATORIES REQUIREMENTS FOR USE WITH ENERGY DISTRIBUTION COMPONENTS (LISTED BY UL OFFICE FURNISHINGS QAWZ, AS TESTED BY THE STANDARD UL 1286). PERMANENTLY FIRE RETARDANT FABRICS MUST BE USED ON ALL PANELS, TACK BOARDS AND FLAPPER DOORS.

PANELS SHOULD BE TESTED ACCORDING TO BIFMA (OR SIMILAR) CRITERIA AS REGARDS PANEL DEFLECTION/LEAN, SURFACE IMPACT RESISTANCE, SHELF DEFLECTION/STRENGTH, LATERAL FILE AND FLAPPER LID CYCLE.

ONLY ACOUSTICAL PANELS MAY BE PROVIDED UNDER THIS CONTRACT UNLESS PRIOR APPROVAL BY THIS DEPARTMENT IS GIVEN.

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CONTRACTOR MUST ENSURE THAT EQUIPMENT OFFERED AS MANUFACTURED OR BY MODIFICATION (IF IT IS REASONABLY AVAILABLE WITHIN THE INDUSTRY) BE ACCESSIBLE TO PERSONS WITH DISABILITIES AS OUTLINED IN THE CURRENT FEDERAL "AMERICANS WITH DISABILITIES ACT" BEFORE THE EQUIPMENT WILL QUALIFY TO BE PURCHASED BY THE STATE.

CONTRACTOR MUST PROVIDE DETAILED WRITTEN COST ESTIMATES, INCLUDING DRAWINGS, IN ADVANCE FOR ALL JOBS.

CONTRACTORS MUST PROVIDE ITEMIZED INVOICES THAT CLEARLY SHOW EACH COMPONENT, WITH MANUFACTURER'S PART NUMBER THAT IS BEING CHARGED AS WELL AS OTHER CHARGES BEING MADE AGAINST THE JOB.

CONTRACT(S) WILL BE A SPECIFIC MANUFACTURER'S LINE. PRODUCTS NOT COVERED UNDER THE LINE OR NOT LISTED IN THE PRICE BOOK MAY NOT BE SOLD WITHOUT PERMISSION OF THIS OFFICE. THIS INCLUDES SEATING, FREE STANDING DESKS, FILES, ETC.

WORK SURFACES: WORK SURFACES SHALL BE PANEL SUPPORTED AND FREE STANDING. THEY SHALL CONSTRUCTED SO THEY ARE FULLY CANTILEVERED AND REQUIRE NO ADDITIONAL LEGS OR END PANELS. WORK SURFACE MUST NOT RELY ON PEDESTAL FOR SUPPORT. HANGING BRACKETS SHOULD REQUIRE NO TOOLS FOR INSTALLATION. TOPS ARE TO BE WARP RESISTANT THREE PLY COMPOSITION OF AT LEAST ONE-INCH PARTICLE BOARD, FACED WITH EITHER HIGH PRESSURE PLASTIC LAMINATE OR WOOD VENEER. UNDERSIDES SHALL BE SMOOTH FINISHED AND PRE-DRILLED TO ACCEPT HANGING DRAWER STORAGE. WORK SURFACES SHALL HAVE AVAILABLE A GROMMET OR EXIT CAP FOR WIRE/PLUG MANAGEMENT.

ACOUSTICAL RATING: CONTRACTORS MUST PROVIDE ACOUSTICAL PANELS WHICH HAVE A MINIMUM NOISE REDUCTION COEFFICIENT (NRC) RATING OF 80 SOUND TRANSMISSION CLASSIFICATION (STC) RATING OF 23 OR HIGHER, MEETS OR EXCEEDS SPEECH PRIVACY/NOISE ISOLATION CLASS (NIC) BARRIER RANKING THAT 21 AT A DISTANCE PF SEVEN FEET OF FLANKING RATING AT OF 22 AT A DISTANCE OF 12 FEET.

PRODUCT LONGEVITY: CONTRACTOR'S PRODUCT MUST BE MANUFACTURED BY AN ESTABLISHED SOURCE WHICH HAS BEEN PRODUCING THE PROPOSED SYSTEM ESSENTIALLY IN ITS PRESENT FORM FOR AT LEAST 10 YEARS.

PANELS SYSTEM: CONTRACTOR'S PANEL SYSTEM MUST BE CAPABLE OF VARIETY OF CONFIGURATIONS, WITH THE CAPABILITY OF ARRANGING TWO, THREE OR FOUR PANELS RADIATING FROM A SINGLE POINT. IT IS TO BE A NON--PROGRESSIVE CONNECTION SYSTEM WHICH ALLOWS REMOVAL OR A PANEL IN THE MIDDLE OF A CONFIGURATION WITHOUT DISASSEMBLY OF THE ENTIRE RUN AND ALLOWS FOR INSTALLATION TO BEGIN AT ANY POINT, NOT ONLY AT THE END OF AN ASSEMBLY. PANELS MUST BE JOINED IN THAT WAY THERE WILL BE A CONTINUOUS, FULL HEIGHT TOP TO BOTTOM SEAL FOR ACOUSTICAL AND VISUAL INTEGRITY. ALL PANEL FACES SHALL BE UNIFORM IN APPEARANCE SHOWING NO BLISTERS, TEARS, WAVINESS OR UNFINISHED EDGES. PANELS MUST HAVE RACEWAYS ABOUT TO ACCEPT COMMUNICATION AND COMPUTER WIRING AS WELL AS ELECTRICAL DISTRIBUTION SYSTEM. PANELS SHOULD HAVE SUITABLE SIZED GLIDES TO SUPPORT THE WEIGHT OF THE SYSTEM ALLOWING THE MOVEMENT OF AN ENTIRE WORK STATION WITHOUT DISA

**PERFORMANCE MEASUREMENTS:**

- DELIVERY IS REQUIRED WITHIN FIVE WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE: LONGER LEAD-TIME DUE TO A MANUFACTURING CYCLE WHEN ORDERED FROM OEM) THE ACCEPTABLE QUALITY LEVEL OF ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET 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 AND THE CONTRACTOR.
- THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED 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 CONTRACT STATUS.
- ORDERING - SUPPLIER MUST RESPOND TO THE CUSTOMERS REQUEST FOR TECHNICAL INFORMATION, PRICING AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTRACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THEY CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WITH BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

**VENDOR CONTACT INFORMATION:**

SHANE NORRIS  
TELEPHONE: 508-521-4279  
EMAIL: shane.norris@wbmason.com

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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](mailto:deborah.larose@vermont.gov)

CHANGE #1 - 09/06/18 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO SEPTEMBER 30, 2019 AT THE SAME PRICING, TERMS AND CONDITIONS.

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 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.

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 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) .

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - 09/28/19 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO SEPTEMBER 30, 2020 AT THE SAME PRICING, TERMS AND CONDITIONS.

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.

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