

State Contract: 42205 Phone Headsets and Accessories
Contractor: Hello Direct Inc.

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Hello Direct Inc, with a principal place of business in Longview, WA, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Phone Headsets and Accessories. Detailed requirements to be provided by Contractor are described in Attachment B.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified below, a sum not to exceed \$100,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on July 1, 2021, and end on June 30, 2023. Contractor agrees that this Agreement may be renewed by the State for up to two additional years beyond the initial term and in such event the parties shall execute an amendment to this Agreement.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 8 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

State Contract: 42205 Phone Headsets and Accessories
Contractor: Hello Direct Inc.

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch - Commissioner

Name: _____

Title: Buildings & General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Contractor shall provide the Phone Headsets and Accessories at the prices as listed in attachment B.
2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become 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.

5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
6. **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.
7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Hello Direct, Bill Jones
Phone: 888/208-0102
Email: BJones@hellodirect.com

f. **For the State:**

Name: State of Vermont, Stephen Fazekas
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828- 2210
Fax: 802/828-2222
Email: Stephen.Fazekas@vermont.gov

8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

State Contract: 42205 Phone Headsets and Accessories
 Contractor: Hello Direct Inc.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified below up to the maximum allowable amount specified on page 1 of this contract.

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	\$189.00
JBR-925-15-508-205	Jabra PRO 925 Duo	\$193.00
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-2303-820-105	Jabra Biz 2300 Mono NC	\$68.00
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
JBR-5399-829-309	Jabra Evolve 30 II UC Stereo	\$57.00
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-207309-01	Plantronics Savi W8210	\$241.00

State Contract: 42205 Phone Headsets and Accessories

Contractor: Hello Direct Inc.

ITEM	DESCRIPTION	UNIT PRICE
PLT-207325-01	Plantronics Savi W8220	\$248.00
PLT-83543-11	Plantronics Savi W730 Over Ear *	\$229.00
PLT-211819-01	Plantronics Savi W8240 Convertible	\$232.00
PLT-213010-01	Plantronics SAVI 7210 D Headset	\$179.00
PLT-213020-01	Plantronics SAVI 7220 D Headset	\$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-211076-01	Plx EHS Cable APU-76	\$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-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
PLT-209745-101	Plantronics BLACKWIRE,C3220 USB-A	\$34.90
EPO-506010	EPOS Sennheiserheiser SD Pro1 ML DECT Wirelss	\$205.00
EPO-506011	EPOS Sennheiserheiser SD Pro2 ML Dect Wireless	\$215.00
EPO-504103	EPOS Sennheiser EHS for Cisco - G version	\$30.00
EPO-504401	EPOS Sennheiser SC230 Mono Headset	\$70.00
EPO-504402	EPOS Sennheiser SC260 Duo Headset	\$85.00
EPO-005362	EPOS Sennheiser CSTD01 QD Cord	\$15.00
EPO-005365	EPOS Sennheiser CSTD08 QD Cord	\$ 15.00
EPO-502175	EPOS Sennheiser ATC2 Training Cable	\$38.00
PLT-202581-01	Plx Blackwire 725M Lync USB	\$125.00
LOG-960-000971	Logitech Webcam C930e	\$110.00

State Contract: 42205 Phone Headsets and Accessories

Contractor: Hello Direct Inc.

ITEM	DESCRIPTION	UNIT PRICE
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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards. (The language needs to be revised to instead establish Contractor obligation re: discounts.)
4. PRICING: Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Invoices shall be sent to the address identified on the Purchasing Entity's order
6. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
7. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

State Contract: 42205 Phone Headsets and Accessories
Contractor: Hello Direct Inc.

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.