

STANDARD CONTACT

1. **Parties.** This is a contract between the State of Vermont, Buildings & General Services (hereinafter called “State”), and Exterus Business Furniture, with a principal place of business in Shelburne, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is incorporated. 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 Ergonomic Seating. Detailed requirements to be provided by Contractor are described in Attachment A.

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 in Attachment B, a sum not to exceed \$200,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on May 6, 2021 and end on May 1, 2023 with the option to renew up to two additional one-year periods.

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 11 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)

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. Sit On It – Novo Series line of ergonomic seating, Midback and highback task chairs and mid back stool. Pricing is 48% discount from current price list at the time of order. The discount for the Sit On It - Novo Series begins at approximately \$367.64 and can vary based on additional and optional features.
  - a. Adjustable lumbar support is standard
  - b. 3 frame colors
  - c. 3 lumbar colors with 13 lumbar accent colors
  - d. 12 mesh colors
  - e. Basic, standard synchro and swivel tilt mechanisms
  - f. Standard, higher & lower cylinder options
  - g. Waterfall seat
  - h. 300 lb. Weight capacity, 350 lb. on big & tall version
  - i. Lifetime warranty on all structural components; 12 years for 24/7 use
  - j. All options and 1000's textiles ship in 2, 5, or 10 days.
  
2. Sit On It - Amplified Series line of Ergonomic seating, Midback and high back task chairs and mid back stool. Pricing is 48% discount from current price list at the time of order. The discount for the Sit On It – Amplified Services begins at approximately \$406.64 and can vary based on additional and optional features.
  - a. Sleek, aerodynamic design of back, seat and arms
  - b. Adjustable lumbar bands provide optimum ergonomic support
  - c. Seat depth adjustment extends seat to accommodate the length of the thighs
  - d. Upholstered waterfall seat promotes proper leg circulation
  - e. Multi-adjustable arms with textured arm pads
  - f. Supportive mesh back construction in six colors
  - g. Lifetime warranty on all structural components
  - h. 300 lb. weight capacity, or up to 350 lbs. with heavy duty 24/7 option.
  
3. Sit On It – Focus 2.0 line of Ergonomic seating, Task chair, high back task chair. Pricing is 48% discount from current price list at the time of order. The discount for the Sit On It – Focus 2.0 begins at approximately \$395.20 and can vary based on additional and optional features.
  - a. Ergonomic back support and comfort
  - b. 3 mesh colors
  - c. Highback with standard or Tall Cylinders
  - d. Super-comfortable seat
  - e. Adjustable lumbar option
  - f. 5 arm color options
  - g. Black or silver accents
  - h. Waterfall seat
  - i. Lifetime Warranty

- j. 300 lb. weight capacity.
4. Sit On It - Torsa line of Ergonomic seating, Task chair, high back task chair. Pricing is 48% discount from current price list at the time of order. The discount for the Sit On It – Torsa begins at approximately \$434.72 and can vary based on additional and optional features.
    - a. Flexible, body-conforming mesh for superlative comfort and durability
    - b. Cable-driven synchro mechanism with Comfort Drive allows easy fingertip adjustment from a seated position
    - c. Adjustable integrated lumbar support and seat depth adjustment are standard
    - d. Waterfall seat promotes proper leg circulation
    - e. Standard & taller cylinders options
    - f. 300 lb. weight capacity
  5. Sit On It – Wit line of Ergonomic seating, Task chair, high back. Pricing is 48% discount from current price list at the time of order. The discount for the Sit On It – Wix High back begins at approximately \$329.68 and can vary based on additional and optional features.
    - a. Midback and high back task chairs and midback stool in two heights.
    - b. Standard adjustable lumbar support for personalized comfort
    - c. Pull handle incorporated into frame for easy mobility
    - d. Multiple mesh back colors. Black or silver back support color options
    - e. Synchro mechanism for task environments, basic and swivel tilt for conference use
    - f. Height adjustable, height/width adjustable and fixed arms for task work or collaboration
    - g. Textured designer arms
    - h. Optional seat depth adjustment extends seat to accommodate the length of the thighs
    - i. Cylinder height options – Low, Standard, and Tall
    - j. Waterfall seat promotes proper leg circulation
    - k. 300 lb. weight capacity
    - l. Lifetime Warranty on all structural components
  6. Humanscale – Freedom line of Ergonomic seating, Task chair High Back. Pricing is 40% discount from current price list at the time of order. The discount for the Humanscale – Freedom F211 Highback w/headrest begins at approximately \$929.40 and can vary based on additional and optional features.
    - a. Recline Action
    - b. Contoured Cushions:
    - c. Responsive backrest
    - d. Synchronous armrest
    - e. Body Fit
    - f. Intelligent Mechanism
  7. Humanscale – Diffrient World line of Ergonomic seating, Task chair High Back. Pricing is 40% discount from current price list at the time of order. The discount for the Humanscale – Diffrient World W11 World Task begins at approximately \$702.60 and can vary based on additional and optional features.

- a. Self-Adjusting Recline
  - b. Form-Sensing Mesh
  - c. Non-Stretch Mesh Seat
  - d. Standard Cylinder
  - e. Body Fit
  - f. Casters 3" (76 mm) standard hard casters.
8. Teknion – Around line of Ergonomic seating, Task chair High Back. Pricing is 50% discount from current price list at the time of order. The discount for the Teknion around NARMNW Highback task mesh back begins at approximately \$374.00 and can vary based on additional and optional features.
- a. Height adjustment range of 4 inches allows user to position the seat to encourage proper posture and enhance circulation
  - b. Adapting automatically to users of various sizes, the weight-balancing synchro-tilt mechanism also has a tension override adjustment for added fine-tuning
  - c. Back tilt locks in the upright position or moves fluidly through four defined angles.
  - d. Lumbar element, standard on the upholstered chair and option on the mesh model, adjustments 4 inches to height to facilitate accurate positing and proper back support.
  - e. Optional seat slider allows for depth adjustment of 3-7/8" promoting proper contact with the chair back and reducing pressure behind the knees.
  - f. Arms feature levers at arm level, allowing users to make quick and easy changes from a seated position. 2D arms feature width and height adjustment; 4D arms adjust in width, depth, height and pivot.
  - g. The weight balancing synchro-tilt mechanism automatically adjusts back tension to suit each individual, while a tension comfort control allows user to fine-tune with one simple rotation.
9. Teknion – Sabrina line of Ergonomic seating, Task chair High Back. Pricing is 50% discount from current price list at the time of order. The discount for the Teknion Sabrina NSBYNYH Highback task mesh back begins at approximately \$615.50 and can vary based on additional and optional features.
- a. Designed and tested for users weighting up to 300 lbs.
  - b. Innovative, organic structured back frame with FIT and FLEX capacity
  - c. Seat Height: Standard pneumatic cylinder provides height adjustments range of 4 inches allowing users to position seat height for proper posture and circulation.
  - d. Seat Depth: Adjustment range of 2 inches ensuring proper contact with the chair back which helps reduce pressure behind the knees
  - e. Synchro-Tilt mechanism: Features a 2.78:1 tilt ratio – for every 2.78 degrees that the back tilts, the seat tilts one degree for a total back tilt of 23 degrees.
  - f. Tilt Tension: Adjustable tilt resistance tailors the amount of resistance when reclining
  - g. Forward-Tilt Option: Provides user with additional posture ranges throughout the day and helps reduce disc pressure during forward-leaning tasks, such as heavy keyboarding.
10. Teknion – Savera line of Ergonomic seating, task chair high back. Pricing is 50% discount from current price list at the time of order. The discount for the Teknion Savera NSAMH1WP High back task begins at approximately \$498.00 and can vary based on additional and option features.
- a. Curved back provides a body-contour fit for superior support and comfort

- b. Back height enhances support of the upper back to alleviate should and neck stress
  - c. Molded foam seat helps distribute weight evenly, to ease body pressure while seated
  - d. Combination of adjustments with a wide range of adjustability accommodates the body shapes and size of a broad population and allow for personal preference.
11. Allseating - Entail line of Ergonomic seating, task chair midback. Pricing is 48% discount from current price list at the time of order. The discount for the Allseating – Entail Mid-back 90088 w/lumbar support begins at approximately \$473.00 or 91088 Mid-back \$247.00 and can vary based on additional and option features.
- a. Entail offers a variety of essential features to support a broad range of body types such as a 2” seat slider, standard on mesh back.
  - b. The mesh version has a dynamic back design that maintains full contact as the user shifts from task to task. To prevent fraying and extend the chair’s lifespan, the mesh is integrated directly into the back frame. For added support, an optional lumbar and headrest are available on the mesh version.
  - c. Dual function that are height adjustable with arm caps that move forward to back are available on the mesh back. %90088
  - d. An in-stock model of the mesh back includes dual function arms and is configured in a black frame finish, M1 Onyx mesh and Oasis Night fabric. No lumbar support with this in stock version #91088.
12. Allseating – You Too line of Ergonomic seating, task chair midback. Pricing is 48% discount from current price list at the time of order. The discount for the Allseating – You Too Midback w/lumbar #85046 -T2 begins at approximately \$501.50 and can vary based on additional and option features.
- a. Back: U-shaped frame raises and lowers the back to the ideal height, setting the lumbar support in the optimal position. Simply reach back and lift or lower the frame as required.
  - b. Lumbar: The You frame features an activation dial that causes mesh to bow and provide the precise support between the lumbar and ribcage, gently lifting you into the proper position. Simply turn the dial to increase or decrease the degree of curve in mesh.
  - c. Seat: Molded polyurethane foam constructed seat that features a waterfall edge design to reduce pressure on the back of thighs.
13. Sitmatic – Goodfit line of Ergonomic seating, task chair midback. Pricing is 45% discount from current price list at the time of order. The discount for the Sitmatic – Goodfit GU23SN midback begins at approximately \$519.75 and can vary based on additional and option features.
- a. Complete back support
  - b. Pressure Cast Seat Foam
  - c. Intuitive QuickBack: QuickBack allows you to move the backrest through unprecedented 6” range in 27 increments. Fingertip control positions the lumbar bolster exactly where you need it. The visible lever encourages adjustment.
  - d. Sitmatic Seat System: 4 standard seat sizes and endless custom fit modifications available to fit anyone.

14. Sitmatic – Autosit line of Ergonomic seating, task chair hogback mesh. Pricing is 45% discount from current price list at the time of order. The discount for the Sitmatic – Autosit 057 begins at approximately \$445,50 and can vary based on additional and option features.
  - a. Auto Tension Control: Auto Tension control automatically senses the user's weight to provide ideal support without adjustment. The user stays in the chair because this advanced generation mechanism allows the seat to recline as they tilt through the recline range, promoting good lumbar support in any posture.
  - b. Contemporary Style: Rectilinear design and contemporary style appropriate for any architecturally inspired interiors.
  - c. Pressure Cast Foam: Pressure Cast foam cushions are used rather than cut foam to ensure seating comfort. Upholstery contours are retained during the life to the chair. Your chair last longer and feels better.
  - d. Eco-Sensitive: Constructed of recycled and easily recyclable materials – eco-friendly from manufacturing through to the end of life product. Environmentally friendly upholstery process eliminates glue between foam and fabric, making separation of material possible during recycling.
15. Price: The percentage discount will remain the same throughout the life of the contract. New price books may be introduced with a 30 day advanced notice to the office of purchasing and contracting. All chairs are priced with base fabric. Other fabric offerings may be selected at an increased price. Dealer will provide quotation prior to ordering. A variety of castors are also available. Various arm options may also be selected including fabric, finish and flipper options.
16. Contractor will be expected to stock a number of contract chairs to meet the requirements of department that do not have a color preference. Orders should be screened and if the model of chair is in stock but in another color, a call will be placed to determine if the customer will accept what is on hand.
17. Contractor must supply demonstration chairs for evaluation proposes at no charge. The chairs shall be delivered to the requester's office and instructions in their use provided. The evaluation period will be a minimum of one week.
18. Contractor must delivery chairs free of charge to any location within the state, place the chair at the workstation and instruct the user in its operation. Any boxes, tags, or packing ateril will be removed from the premises.
19. Contractor must provide pre-sales support in selecting and demonstrating the chairs.
20. **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.

21. **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.

22. **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.

23. **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.

24. **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: Dana Allen  
Phone: 802-383-1752  
Email: dana@exterusfurniture.com

f. **For the State:**

Name: State of Vermont, Deb LaRose



Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802/828-4635  
Fax: 802/828-2222  
Email: Deborah.larose@vermont.gov

25. **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.

## 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 in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

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.
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. Contractor shall submit invoice(s) to the ordering facility.
6. Following complete delivery of the items, each as specified in Attachment A. Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. 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.
8. 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.

**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>.**