

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

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 0000000000000000000030706	Page 2 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 Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
34		GNN Y-CORD TX/RX + RX ONLY	EA	17.00000	0.00	0.00
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

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 3 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 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 BATTERY	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
Montpelier VT 05609-3001
United States

CONTRACT



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

Contract ID 0000000000000000000030706		Page 4 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
--------	---------	-----------	-----	------------	---------	---------

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 0000000000000000000030706		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
--------	---------	-----------	-----	------------	---------	---------

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: _____