

State of Vermont

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

CONTRACT



Vendor ID 0000326206
Red Thread Spaces LLC
180 Battery Street, Suite 210
Burlington VT 05401
United States

Contract ID 000000000000000000031066		Page 1 of 4
Contract Dates 04/01/2016 to 03/31/2019		Origin CPS
Description: CPS - ERGONOMIC SEATING		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		STEELCASE "GESTURE" LINE OF ERGONOMIC SEATING	EA	0.01000	0.00	0.00
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STEELCASE "GESTURE" TASK CHAIR, STOOL, 24/7 AND SHORT CYLINDER LINE. PRICE IS 52% DISCOUNT FROM CURRENT LIST PRICE AT THE TIME OF ORDER. THE DISCOUNT PRICE FOR THE "GESTURE" LINE BEGINS AT APPROXIMATELY \$722.40 AND CAN VARY BASED ON ADDITIONAL AND OPTIONAL FEATURES.

2		STEELCASE "AMIA" LINE OF ERGONOMIC SEATING	EA	0.01000	0.00	0.00
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STEELCASE "AMIA" TASK CHAIR, STOOL, 24/7 AND SHORT CYLINDER LINE. PRICE IS 52% DISCOUNT FROM CURRENT LIST PRICE AT THE TIME OF ORDER. THE DISCOUNT PRICE FOR THE "AMIA" LINE BEGINS AT APPROXIMATELY \$444.48 AND CAN VARY BASED ON ADDITIONAL AND OPTIONAL FEATURES.

3		STEELCASE "REPLY" LINE OF ERGONOMIC SEATING	EA	0.01000	0.00	0.00
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STEELCASE "RELY" TASK CHAIR, AND 24/7 LINE. PRICE IS 52% DISCOUNT FROM CURRENT LIST PRICE AT THE TIME OF ORDER. THE DISCOUNT PRICE FOR THE "RELY" LINE BEGINS AT APPROXIMATELY \$331.20 AND CAN VARY BASED ON ADDITIONAL AND OPTIONAL FEATURES.

4		HIGHMARK "EMME" LINE OF ERGONOMIC SEATING	EA	0.01000	0.00	0.00
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HIGHMARK "EMME" TASK CHAIR, STOOL, 24/7 AND SHORT CYLINDER LINE. PRICE IS 54.20% DISCOUNT FROM CURRENT LIST PRICE AT THE TIME OF ORDER. THE DISCOUNT PRICE FOR THE "EMME" LINE BEGINS AT APPROXIMATELY \$363.33 AND CAN VARY BASED ON ADDITIONAL AND OPTIONAL FEATURES.

5		GLOBAL "VION" LINE OF ERGONOMIC SEATING	EA	0.01000	0.00	0.00
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GLOBAL "VION" TASK CHAIR, STOOL, 24/7 AND SHORT CYLINDER LINE. PRICE IS 52.38% DISCOUNT FROM CURRENT LIST PRICE AT THE TIME OF ORDER. THE DISCOUNT PRICE FOR THE "VION" LINE BEGINS AT APPROXIMATELY \$249.60 AND CAN VARY BASED ON ADDITIONAL AND OPTIONAL FEATURES.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

SCOPE: THIS CONTRACT IS FOR THE PURCHASE OF ERGONOMIC SEATING. CHAIRS ON THIS AND OTHER ERGONOMIC CONTRACT HAVE BEEN REVIEWED BY THE OFFICE OF WORK PLACE SAFETY. THE PURCHASE OR NON-CONTRACT CHAIRS MAY NOT BE UNDERTAKEN WITHOUT THE APPROVAL OF THE WORKPLACE SAFETY COORDINATOR'S OFFICE AND PURCHASING.

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 PURCHASING & CONTRACTING ADMINISTRATION

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 IS ALSO AVAILABLE. VARIOUS ARM OPTIONS MAY ALSO BE SELECTED INCLUDING FABRICS, FINISH AND FLIPPER OPTIONS.

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.

CONTRACTOR MUST SUPPLY DEMONSTRATION CHAIRS FOR EVALUATION PURPOSES AT NO CHARGE. THESE 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.

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CONTRACTOR MUST DELIVER 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, OF PACKING MATERIAL WILL BE REMOVED FROM THE PREMISES.

CONTRACTOR MUST PROVIDE PRE-SALES SUPPORT IN SELECTING AND DEMONSTRATING THE CHAIRS.

CONTRACTOR MUST SUPPLY THE STATE A SALES THAT WILL AT A MINIMUM, LIST THE PRODUCT AND QUANTITY PURCHASED, THE PURCHASER, AND PRICE PAID. SUCH REPORTS WILL BE SUPPLIED EVERY QUARTER DURING THE LIFE OF THIS CONTRACT

CONTRACT CONTACT: WAYNE ORIO, TELEPHONE: 203-906-6804M FAX: 860-610-4348, EMAIL: worio@red-thread.com

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.

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. 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.

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.

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

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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.

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.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS 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 BIDDER OFFER MORE THAN ONE (1) YEAR.

PERFORMANCE MEASUREMENTS

- DELIVERY IS REQUIRED WITHIN TWO 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 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 TO THE CONTRACTS STATUS.
- ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUEST FOR TECHNICAL INFORMATION, PRICING AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT 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. THE CONTRACTOR CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

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

CHANGE #1 - 01/17/2018 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO MARCH 31, 2019 AT THE SAME PRICING.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTACT 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.

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.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

