

State of Vermont

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

CONTRACT



Vendor ID 0000237278
Exerus Business Furniture
4750 Shelburne Rd
Shelburne VT 05482
USA

Contract ID 000000000000000000031782	Page 1 of 8
Contract Dates 10/01/2016 to 09/30/2019	Origin CP
Description: CP-TEKNION MODULAR FURN.	Contract Maximum \$300,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
Contract Status Approved	

Phone #: (802) 383-1770

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		TEKNION BOULEVARD SYSTEM, MODULAR FURNITURE	EA	0.01000	0.00	0.00
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DESIGN, DELIVERY, AND INSTALLATION IS INCLUDED WITH TEKNION BOULEVARD SYSTEM, MODULAR FURNITURE PROVIDED BY CONTRACTOR.

FOR INSTALLATION VALUED \$0 - \$149,999.99 DISCOUNT WILL BE 62% OFF CURRENT MFR LIST PRICE.
FOR INSTALLATION VALUED \$150,000.00+ DISCOUNT WILL BE 64% OFF CURRENT MFR LIST PRICE.

QUICK SHIP PROGRAM IS AVAILABLE FOR MOST ITEMS OFFERED BY TEKNION FOR BOULEVARD LINE, WHICH EXPEDITES DELIVERY TO 15 DAYS TO SHIP AND IS AVAILABLE AT NO ADDITIONAL COST. IT IS RECOMMENDED THAT THIS SERVICE ONLY BE USED IN CASES OF EXTREME URGENCY.

2		RECONFIGURATION	EA	50.00000	0.00	0.00
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A LABOR RATE OF \$50.00/MAN/HR. WILL BE CHARGED FOR RECONFIGURATION LABOR SERVICES ON EXISTING INSTALLATION. AN ESTIMATE WILL BE PROVIDED BY THE CONTRACTOR PRIOR TO THE ISSUE OF ANY PURCHASE ORDER BY THE STATE.

3		DESIGN	EA	50.00000	0.00	0.00
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A LABOR RATE OF \$50.00/HR. WILL BE CHARGED FOR DESIGN SERVICE ON EXISTING INSTALLATION. AN ESTIMATE WILL BE PROVIDED BY THE CONTRACTOR PRIOR TO THE ISSUE OF ANY PURCHASE ORDER BY THE STATE.

4		TEKNION LEVERAGE SYSTEM, MODULAR FURNITURE	EA	0.01000	0.00	0.00
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DESIGN, DELIVERY, AND INSTALLATION IS INCLUDED WITH TEKNION BOULEVARD SYSTEM, MODULAR FURNITURE PROVIDED BY CONTRACTOR.

FOR INSTALLATION VALUED \$0 - \$149,999.99 DISCOUNT WILL BE 66% OFF CURRENT MFR LIST PRICE.
FOR INSTALLATION VALUED \$150,000.00+ DISCOUNT WILL BE 68% OFF CURRENT MFR LIST PRICE.

QUICK SHIP PROGRAM IS AVAILABLE FOR MOST ITEMS OFFERED BY TEKNION FOR LEVERAGE LINE, WHICH EXPEDITES DELIVERY TO 10 DAYS TO SHIP AND IS AVAILABLE AT NO ADDITIONAL COST. IT IS RECOMMENDED THAT THIS SERVICE ONLY BE USED IN CASES OF EXTREME URGENCY.

5		TEKNION ALTOS & OPTOS LINE OF ARCHITECTURAL DEMOUNTABLE GLASS & WALLS	EA	0.01000	0.00	0.00
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DESIGN, DELIVERY, AND INSTALLATION IS INCLUDED WITH TEKNION ALTOS & OPTOS LINE , MODULAR FURNITURE PROVIDED BY CONTRACTOR.

DISCOUNT WILL BE 60% OFF CURRENT MFR LIST PRICE.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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

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DESIGN, DELIVERY AND INSTALLATION. NO WORK CAN BE DONE UNTIL THE DEPARTMENT/AGENCY HAS APPROVED THE PROPOSAL.						

ESTIMATED DELIVERY LEADTIME IS 20 DAYS ARO. THERE IS ALSO A QUICK SHIP PROGRAM WITH A TURN AROUND TIME OF 15 DAYS WITH NO UPCHARGE.

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 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

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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.

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.

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

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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 DISASSEMBLY. FRAME SHALL BE GALVANIZED. STEEL MADE AROUND THE PERIMETER OF THE PANEL STEEL REINFORCED ON EACH CORNER, AND BE POSITIONED SO THE OPEN SIDE IS TOWARDS THE FRAME PERIMETER PERMITTING EASY CABLE ACCESS. THE FRAME AND STRUCTURAL SUPPORT SHALL BE RESISTANCE WELDED TO FORM A RIDGE STRUCTURAL UNIT. L ON ALL PANELS WIDER THAN 42", A THIRD VERTICAL SUPPORT MEMBER SHALL BE RESISTANCE WELDED TO THE FRAME. EACH FACE OF THE FABRIC COVERED PANELS SHALL HAVE A SINGLE PIECE FABRIC COVERING THAT SHALL BE STRETCHED OVER THE ENTIRE FACE OF THE PANEL. THE FABRIC SHALL BE ATTACHED SECURELY AND CONTINUOUSLY ALONG THE ENTIRE PERIMETER OF THE PANEL AND SHALL BE CAPABLE OF BEING REMOVED AND REPLACED IN THE FIELD. PROVIDE PRODUCT LITERATURE THAT CLEARLY DESCRIBES AND CONSTRUCTION OF THE PANEL. THE DESCRIPTION MUST INCLUDE PANEL THICKNESS, CORE MAKEUP, ETC. THE FABRIC PANEL SHALL BE TACKABLE WITH THE USE OF "T" PINS.

PANEL RACEWAYS SHALL CONSIST OF THE FOLLOWING COMPONENTS:

RACEWAY PAN A 14-GAUGE GALVANIZED STEEL PAN SHALL RUN THE WIDTH OF THE PANEL AND FOR A THIRD HORIZONTAL STRUCTURAL CROSS MEMBER.

SUPPORT HOUSING A FIBERGLASS FILED, STRUCTURAL NYLON SUPPORT HOUSING TO BE INCLUDED IN EACH PANEL,

INTERLOCK BLOCK TO BE CONTAINED IN THE BASE OF EACH PANEL. THE INTERLOCK SHALL BE FROM EITHER DIE CAST ALUMINUM OR DIE CAST ZINC. THE INTERLOCKS OF PANEL SHALL MATE WITH INTERLOCKS OF ADJACENT PANELS PROVIDING LATERAL SUPPORT AND UNIFORM HEIGHT.

GUIDES WILL PROVIDE 3-1/2" OF VERTICAL ADJUSTMENT. EACH PANEL TO CONTAIN A MINIMUM OF TWO GLIDES.

RACEWAY COVERS WILL BE OFFERED IN POWERED AND NON-POWERED VERSION. THEY SHALL BE MADE OF 22-GAUGE POWDERED COATED STEEL AND WILL BE 4" HIGH. THE POWERED VERSION SHALL CONTAIN OPENINGS FOR USE OF U.S. STANDARD RECEPTACLES. THESE OPENINGS WILL HAVE INJECTION-MOLDED BEZEL TO COVER THE OPENING WHEN RECEPTACLES ARE NOT BEING USED. RACEWAY COVERS SHALL BE SECURED WITH A ROOFTOP LATCH AND SPRING CLIP AT THE BOTTOM.

DATA RACEWAY COVERS SHALL BE THE SAME CONSTRUCTION AS RACEWAY COVERS BUT WILL HAVE DATA ACCESS OPENING TO ACCOMMODATE A DATA FACEPLATE AND MODULAR JACK.

PANEL TRIM RAILS SHALL BE CONSTRUCTED OF ALUMINUM.

TOP CAPS ALL PANELS SHALL HAVE A TOP TRIM CAP MADE OF RIGID PVC WITH TRIM COLOR PERMEATING THROUGHOUT THE ENTIRE PART TEXTURED SURFACE TO HIDE FINGERPRINTS.

SYSTEM HARDWARE: THE SYSTEM SHOULD HAVE A VARIETY OF CONNECTORS TO ALLOW FOR FLEXIBILITY OF DESIGN. CONNECTORS MUST ALLOW FOR SKIDDING OF SEVERAL JOINED PANELS AND SHOULD NOT ALLOW DIMENSIONAL GAIN AT A PANEL TO PANEL JOINT. THE SYSTEM MUST HAVE CONNECTORS THAT WORK WELL UNDER A VARIETY OF TOLERANCES, SUCH AS UNEVEN FLOORS. CURRENT COMPONENTS MUST BE ABLE TO FIT OLDER INSTALLATION OF THE SAME BRAND AND MUST BE OF UNIFORM QUALITY.

ELECTRICAL/COMMUNICATIONS/COMPUTER PROVISIONS: THE ELECTRICAL SYSTEM MUST NOT HAVE A SHARED NEUTRAL WIRE AND HAVE A MINIMUM OF THREE CIRCUITS. COMPONENTS MUST BE COMPATIBLE TO ANY OF THE VARIOUS BUILDING ELECTRICAL SUPPLIES. THE ELECTRICAL CIRCUITS MUST BE CAPABLE OF RUNNING THROUGHOUT A PANEL SYSTEM, INCLUDING MULTIPLE PANEL INTERSECTIONS WHILE MAINTAINING POLARIZATION, CONTINUOUS GROUND AND TELECOMMUNICATION/COMPUTER NETWORK WIRE THROUGH A PANEL INSTALLATION, INCLUDING MULTIPLE PANEL INTERSECTIONS. WIRE MANAGEMENT AND ELECTRICAL SHALL BE UNOBTRUSIVE AND BLEND AESTHETICALLY WITH THE PRODUCT. THE ELECTRICAL SYSTEM SHALL ADAPT TO PANEL RECONFIGURATION. THE SYSTEM SHALL PROVIDE CLEAR TRADE SEPARATION. THE SYSTEM SHALL INCLUDE SUPPLY, DISTRIBUTION, UTILIZATION AND WIRE MANAGEMENT COMPONENTS AND ASSEMBLIES.

RECEPTACLES SHALL LOCK INTO POWER BLOCKS AND SHALL BE DEDICATED TO, AND MARKED FOR, A PARTICULAR CIRCUIT. ALL CONDUCTORS SHALL BE 600B, 90-DEGREE C, MADE OF #12 AWG COPPER. ALL CIRCUITS MUST BE 20 AMP.

SYSTEM COMPONENTS: THE SYSTEM SHALL HAVE A FULL RANGE OF PANEL HAND-ON COMPONENTS TO INCLUDE DRAWER UNITS,

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VARIOUS SIZED WORK SURFACES FULLY ADJUSTABLE KEYBOARD TRAY, SHELVING, SELF COVERING UNITS, INFORMATION PROCESSING SUPPORT PRODUCTS, LATERAL FILE, UNDER SHELF LIGHTS, PAPER HANDLING ACCESSORIES, TACK BOARD, SIGNAGE, DISPLAY PRODUCTS AND COUNTER CAPS. ALL COMPONENTS MUST HAVE A POSITIVE LOCKING SYSTEM THAT ONCE IN PLACE THEY CANNOT BE ACCIDENTALLY DISLODGED. WORK SURFACES AND SHELVING UNITS MUST BE INTERCHANGEABLE. ALL HANGING COMPONENTS SHALL BE MODULAR AND SELECTIVELY REMOVED AND REPOSITIONED. ALL COMPONENTS SHALL HAVE RADIUSES AND/OR PROTECTED COVERS TO REDUCE POSSIBILITY OF PERSONAL HARM AND PROPERTY DAMAGE. ALL SURFACES MUST BE FINISHED ON ALL EDGES AND BOTH TOP AND BOTTOM. COMPONENTS ARE TO FIT AND FINISH TO MATCH PANELS AND WHEN INSTALLED TO FIT PROPERLY IN PLACE WITHOUT REQUIRING MODIFICATION.

DRAWER STORAGE: THE DRAWER ASSEMBLY SHOULD BE MADE OF STEEL CONSTRUCTION. EDGES MUST BE RADIUSES ON EXPOSED AREA WHERE BODY CONTACT IS MOST LIKELY TO OCCUR. DRAWERS ARE TO BE SHIPPED FULLY ASSEMBLED, READY FOR INSTALLATION UPON DELIVERY.

BOTH HANGING AND FREE STANDING PEDESTAL ARE TO BE AVAILABLE AND MUST BE INTERCHANGEABLE RIGHT OR LEFT HAND FACING. LOCKS ARE TO BE AVAILABLE ON ALL DRAWERS EXCEPT PENCIL DRAWERS. THERE ARE TO BE A VARIETY OF DRAWER CONFIGURATIONS.

FILING: SYSTEM MUST HAVE LATERAL FILES WHICH HAND OFF THE PARTITIONS. THEY SHALL BE CONSTRUCTED ON A COMBINATION STEEL AND COMPOSITION MATERIAL FINISHED IN ENAMEL AND HIGH PRESSURE LAMINATE OR WOOD VENEER. SUSPENSION IS TO HAVE TELESCOPING, BALL BEARING DRAWER GLIDES. DRAWERS MUST BE CONSTRUCTION SO THAT THEY OPEN AND CLOSE EASILY, WITHOUT RACKING AND BINDING NO MATTER HOW FULL. A LOCKING MECHANISM IS TO BE AVAILABLE.

SHELF STORAGE: SHELVES SHALL BE CONSTRUCTED OF STEEL WITH BAKED ENAMEL FINISH AND SHALL BE CAPABLE OF ACCEPTING ORGANIZERS, TASK LIGHTS AND OTHER ACCESSORIES. FRONT AND REAR EDGES SHALL BE ROUNDED. END PANELS SHALL HAVE THREADED STEEL INSERTS FOR THE ATTACHMENT OF SHELVES AND DOORS. ENCLOSURE SHALL BE AVAILABLE FOR THE SHELVES. SHALL ENCLOSURES MAY BE LAMINATE OR FABRIC COVERED AND BE CAPABLE OF LOCKING. THEY HAVE HARDWARE DESIGNED TO HALT RACKING AND BINDING AND SHOULD BE ABLE TO OPERATED BY A SEATED PERSON.

LIGHTING PRODUCTS: SYSTEM MUST HAVE SHELF LIGHTING THAT CAN BE USED AS TASK OR DISPLAY LIGHTING. UNITS MUST BE UL LISTED AND HAVE BALLISTIC OF THE LOW POWER FACTOR, INSTANT START TYPE. HOUSING IS TO BE OF STEEL CONSTRUCTION WITH APPROX. 7 FT. LONG GROUNDED CORD. THE ON/OFF SWITCH IS TO BE MOUNTED FOR EASY ACCESSIBILITY.

INSTALLATION SERVICES: THE MAJORITY OF ORDERS PLACED UNDER THIS CONTRACT REQUIRE CONTRACTOR INSTALLATION SERVICES. THE CONTRACTOR SHALL HAVE FULL TIME INSTALLATION PERSONNEL ON THEIR STAFF WHO CAN QUICKLY RESPOND TO A SERVICE CALL ANYWHERE IN THE STATE. THEY WILL BE CONTRACTOR AUTHORIZED SYSTEM FURNITURE HANDLER AND TECHNICAL INSTALLER. FOR LARGE JOBS, CONTRACTOR MAY BRING IN OUTSIDE EXPERIENCED HELP. THE SYSTEM FURNITURE PANELS AND COMPONENTS SHALL BE INSTALLED LEVEL, PLUMB SQUARE AND WITH PROPER ALIGNMENT. SERVICES TO BE INCLUDED UNDER INSTALLATION ARE AS FOLLOWS: RECEIVING, UNLOADING, STAGING/MOVING, UNPACKING PRODUCT, INSTALLATION OF PRODUCT, DEBRIS REMOVABLE/CLEAN UP; FINE TUNING AND USER ORIENTATION; FOLLOW UP ADJUSTMENTS. THE CONTRACTOR SHALL:

CONDUCT AN INSPECTION OF THE BUILDING TO IDENTIFY PHASING AND STAGING OR ANY RESTRICTIONS WHICH MIGHT IMPACT INSTALLATION.

RECEIVE INVENTORY, UNPACK AND STAGE PRODUCT. PACKING MATERIALS SHALL BE REMOVED FROM, THE WORK AREA AT THE END OF THE DAY. THE SITE WILL BE LEFT "BROOM CLEAN".

COORDINATE WITH THE PROJECT MANAGER, BUILDING ELECTRICIAN OR SUBCONTRACTOR, SUCH AS TELEPHONE, COMPUTER NETWORK, ETC. TO SCHEDULE TIME OF EACH.

REPAIR OBVIOUS SCRATCHES, TEARS AND DENTS THAT MAY OCCUR DURING HANDLING AND INSTALLATION.

ENSURE THAT THE FURNITURE SHALL BE CLEANED, ADJUSTED, LEVELED, INSPECTION FOR DAMAGE AND READIED FOR USE.

UPON COMPLETION OF PLACEMENT AND LEVELING OF ALL WORK STATIONS, NOTIFICATION THAT THEY ARE IS READY FOR "PUNCH LISTING" SHALL BE GIVEN TO THE PROJECT MANAGER

DISPOSABLE OF ALL DELIVERY AND INSTALLATION DEBRIS, INCLUDING PACKING MATERIALS WILL BE THE RESPONSIBILITY OF

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THE CONTRACTOR. IN CASE OF DISPUTE THE STATE MAY REMOVE THE DEBRIS AND CHARGE THE COST TO THE CONTRACTOR.

ANY INSTALLATION JOB WILL NOT BE ACCEPTED AND CLEARED FOR PAYMENT UNTIL THE JOB HAS BEEN APPROVED BY THE PROJECT MANAGER OR OTHER RESPONSIBLE STATE EMPLOYEE.

DESIGN SERVICE: SOME ORDERS PLACED FOR THIS CONTRACT WILL REQUIRE DETAILED CONTRACTOR DESIGN SERVICES. WHEN DESIGN SERVICES ARE REQUIRED THE CONTRACTOR MUST BE ABLE TO:

DEVELOP A COMPLETE WORKING SPACE PLAN;

PROVIDE EQUIPMENT STANDARDS;

PROVIDE COMPLETE INSTALLATION DRAWINGS, INCLUDE ELEVATIONS, POWER AND PHONE LAYOUTS;

PROVIDE PLANNING TO INCLUDE INTERIOR WALL FINISHES, FABRIC SELECTION AND SPACE USAGE;

CONDUCT INTERVIEWS WITH PROJECT MANAGERS AND EXPECTED OCCUPANTS OF OFFICE TO DETERMINE SPACE AND EQUIPMENT REQUIREMENTS.

DEVELOP "BUBBLE" DIAGRAMS FOR AGENCIES' CONSIDERATION;

PROVIDE PARTS LISTS FOR ORDERING OF PRODUCT, WITH SCHEDULING TO COINCIDE WITH PROJECT INSTALLATIONS PHASES;

CODE FLOOR PLANS FOR INSTALLATION, INCLUDING ELECTRICAL COMPONENTS;

IT IS IMPORTANT THAT THE CONTRACTOR RESPONSE BE TIMELY TO STATE AGENCY REQUESTS FOR DESIGN SERVICE ASSISTANCE. UNLESS OTHERWISE ARRANGED, THE CONTRACTOR DESIGNER SHOULD PERSONALLY VISIT THE CUSTOMER WITHIN 72 HOURS AFTER REQUEST FOR SERVICE HAS BEEN PLACED. INTERVIEWS AND ROUGH BUBBLE DIAGRAMS MUST BE COMPLETED WITHIN 10 DAYS AFTER THE CUSTOMER HAS EXPLAINED THE REQUIREMENTS.

WHILE THE CONTRACTOR MAY IN, CERTAIN CASES CHARGE FOR REQUESTED DESIGN ACCORDING TO THE RATE ESTABLISHED BY THIS CONTRACT, BE AWARE THAT NUMEROUS INQUIRES WILL BE MADE BY STATE AGENCIES RELATED TO DELIVERY, COLORS, ADVICE TO SUPPORT IN-HOUSE DESIGN, ETC. FOR WHICH NOT SEPARATE PAYMENT WILL BE MADE NO SHOULD BE EXPECTED. IT IS STRESSED THAT THE CONTRACTOR MUST HAVE DESIGN STAFFING ADEQUATE TO HANDLE THE UNPAID DESIGN SUPPORT AS WELL AS THE PAID DESIGN SUPPORT.

WARRANTY: ALL PRODUCTS MUST CARRY A WARRANTY ON DESIGN, MATERIALS AND WORKMANSHIP. ALL FURNITURE SHALL CARRY THE MANUFACTURER'S STANDARD WARRANTY AND SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS, WORKMANSHIP, AND PERFORMANCE FOR A MINIMUM OF TEN (10) YEARS. THE WARRANTY SHALL BEGIN ON THE DATE OF ACCEPTANCE OF THE UNIT BY THE ORDERING AGENCY. DURING THIS WARRANTY PERIOD, THE CONTRACTOR SHALL REPAIR OR REPLACE DEFECTIVE COMPONENTS AND/OR UNITS AT NO COST TO THE STATE OF VERMONT. ALL WARRANTIES INCLUDE LABOR COSTS. WARRANTY WORK CAN BE PERFORMED EITHER ON-SITE OR AT AN OFF-SITE LOCATION (THE MANUFACTURER OR AUTHORIZED DISTRIBUTORS FACILITY), WHICHEVER WOULD PROVIDE FOR THE FASTER RESPONSE (TURNAROUND TIME). THE MANUFACTURER GUARANTEES THAT THE PROVIDED EQUIPMENT WILL BE STANDARD NEW EQUIPMENT TO MATCH EXISTING WORKSTATIONS. ALL ITEMS OF FURNITURE DELIVERED SHALL BE GUARANTEED FOR MATERIALS AND WORKMANSHIP AS FOLLOWS:

ALL PRODUCTS, INCLUDING PARTS AND WORKMANSHIP-MINIMUM OF 10 YEARS.

OPERATIONAL MECHANISM AND ELECTRICAL COMPONENTS-MINIMUM OF 10 YEARS

ALL DEFECTS THAT OCCUR DURING THIS WARRANTY TIME, THE MANUFACTURER SHALL REPLACE OR CORRECT WITHOUT COST TO THE STATE OF VERMONT, EXCEPT WHERE IT IS CLEARLY SHOWN THAT THE DEFECT IS DUE TO MISUSE AND NOT TO FAULTY MANUFACTURERING;

STATE THE LENGTH AND EXTENT OF YOUR PRODUCT'S WARRANTY

State of Vermont

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

CONTRACT



Vendor ID 0000237278
Exerus Business Furniture
4750 Shelburne Rd
Shelburne VT 05482
USA

Contract ID 000000000000000000031782	Page 7 of 8
Contract Dates 10/01/2016 to 09/30/2019	Origin CP
Description: CP-TEKNION MODULAR FURN.	Contract Maximum \$300,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
	Contract Status Approved

Phone #: (802) 383-1770

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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:

DANA ALLEN
TELEPHONE: 802-383-1752
FAX: 802-658-6917
EMAIL: dana@exerusrfurniture.com

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 - 07/26/16 THIS CHANGE IS TO ADD LINE #4 PRODUCT LINE TEKNION LEVERAGE TO THE EXISTING CONTRACT.

CHANGE #2 - 09/04/2018. THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THERBY EXTENDING THE PERIOD OF PERORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO SEPTEMBER 30, 2019 AT THE SAME PRICES.

TO ADD ITEM #5 TEKNION ALTOS & OPTOS LINE OF ARCHITECTUAL DEMOUNTABLE GLASS & WALLS TO THE EXISTING CONTRACT PER THE REQUEST OF THE VENDOR.

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 PRICES TERMS AND CONDITIONS REMAIN THE SAME.

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,

State of Vermont

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

CONTRACT



Vendor ID 0000237278
Exerus Business Furniture
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Phone #: (802) 383-1770

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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) .

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: _____