

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

CONTRACT



Vendor ID 0000347207
VARIDESK, LLC
117 Wrangler Dr., Suite 100
Coppell TX 75019
United States

Contract ID 0000000000000000000000000033515		Page 1 of 4
Contract Dates 04/01/2017 to 03/31/2019		Origin CPS
Description: CPS-SIT TO STAND DESKTOP		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: (800) 207-2587

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		DESKTOP 30"	EA	337.50000	0.00	0.00
		DESKTOP HEIGHT ADJUSTMENT RANGE: UP TO 17.5" DESKTOP DIMENSIONS: 30.0" WIDE BY 29.75"DEEP WEIGHT CAPACITY UP TO 35 LBS. VARIDESK PRO PLUS 30 # 49901				
		LIST \$375.00 MINUS 10% = \$337.50 WARRANTY: 1 YEAR				
2		DESKTOP 36"	EA	355.50000	0.00	0.00
		DESKTOP HEIGHT ADJUSTMENT RANGE: UP TO 17.5" DESKTOP DIMENSIONS: 36.0" WIDE BY 29.75"DEEP WEIGHT CAPACITY UP TO 35 LBS. VARIDESK PRO PLUS 36 # 49900				
		LIST \$395.00 MINUS 10% = \$355.50 WARRANTY: 1 YEAR				
3		DESKTOP 48"	EA	445.50000	0.00	0.00
		DESKTOP HEIGHT ADJUSTMENT RANGE: UP TO 17.5" DESKTOP DIMENSIONS: 48.0" WIDE BY 29.75"DEEP WEIGHT CAPACITY UP TO 35 LBS. VARIDESK PRO PLUS 48 # 49906				
		LIST \$495.00 MINUS 10% = \$445.50 WARRANTY: 1 YEAR				
4		CUBE CORNER 36"	EA	445.50000	0.00	0.00
		DESKTOP HEIGHT ADJUSTMENT RANGE: UP TO 17.5" WEIGHT CAPACITY UP TO 35 LBS. VARIDESK CUBE CORNER 36 # 49990				
		LIST \$495.00 MINUS 10% = \$445.50 WARRANTY: 1 YEAR				
5		CUBE CORNER 48"	EA	445.50000	0.00	0.00
		DESKTOP HEIGHT ADJUSTMENT RANGE: UP TO 17.5" WEIGHT CAPACITY UP TO 35 LBS. VARIDESK CUBE CORNER 48 # 49931				
		LIST \$495.00 MINUS 10% = \$445.50 WARRANTY: 1 YEAR				
6		The MAT 34 - CUSHION AND SUPPORTS YOUR FEET, KNEES, HIPS AND BACK.	EA	45.00000	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 0000347207
VARIDESK, LLC
117 Wrangler Dr., Suite 100
Coppell TX 75019
United States

Contract ID 0000000000000000000000000033515	Page 2 of 4
Contract Dates 04/01/2017 to 03/31/2019	Origin CPS
Description: CPS-SIT TO STAND DESKTOP	Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635
Contract Status Approved	

Phone #: (800) 207-2587

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
7		THE MAT 36 - CUSHION AND SUPPORTS YOUR FEET, KNEES, HIPS AND BACK.	EA	54.00000	0.00	0.00

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.

AVAILABILITY: 3-5 BUSINESS DAYS AFTER RECEIPT OF ORDER.

PRODUCTS ARE UTILIZED THROUGHOUT THE STATE OF VERMONT ON AN AS NEEDED BASIS DEPENDING ON FINANCIAL AVAILABILITY.

SIT STAND SOLUTION DESIGNED WITH AN UPPER DISPLAY SURFACE AND A LOWER KEYBOARD AND MOUSE DESK. FEATURES A SPRING-ASSISTED OR GAS ASSISTED LIFT MECHANISM THAT LETS USER SWITCH QUICKLY AND EASILY BETWEEN SITTING AND STANDING

IT IS TO SHIP FULLY ASSEMBLY AND READY TO USE. NO ASSEMBLY REQUIRED

LOWER WORK SURFACE PROVIDES A COMFORTABLE AND FUNCTIONAL WORKSPACE.

DUAL HANDLE DESIGN

SELF-ADJUSTING LIFT STRENGTH ADAPTS TO THE WEIGHT OF THE MONITOR FOR SMOOTH AND EASY MOVEMENTS.

SOLID BASE ENSURES A STUDY AND STABLE WORK SURFACE AT ANY HEIGHT.

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 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.

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.

State of Vermont

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

CONTRACT



Vendor ID 0000347207
VARIDESH, LLC
117 Wrangler Dr., Suite 100
Coppell TX 75019
United States

Contract ID 0000000000000000000000000033515	Page 3 of 4
Contract Dates 04/01/2017 to 03/31/2019	Origin CPS
Description: CPS-SIT TO STAND DESKTOP	Contract Maximum \$999,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635
	Contract Status Approved

Phone #: (800) 207-2587

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

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

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 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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

SEND ALL PURCHASE ORDERS, REQUESTS AND QUESTIONS TO:
RYAN HEIST, NATIONAL ACCOUNT MANAGER
TEL: 972-201-9393
FAX: 972-692-7839
EMAIL: RYAN.HEIST@VARIDESH.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

State of Vermont

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

CONTRACT



Vendor ID 0000347207
VARIDESK, LLC
117 Wrangler Dr., Suite 100
Coppell TX 75019
United States

Contract ID 00000000000000000000000033515	Page 4 of 4
Contract Dates 04/01/2017 to 03/31/2019	Origin CPS
Description: CPS-SIT TO STAND DESKTOP	Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635
	Contract Status Approved

Phone #: (800) 207-2587

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

CHANGE #1 - 05/03/2017 - TO ADD ITEM #5 TO THE EXISTING CONTRACT. ITEM #4 (36") AND ITEM #5 (48") ARE BOTH FOR CUBICLE APPLICATIONS. RISK MANAGEMENT HAS APPROVED THE 48" TO BE ADDED TO THE CONTRACT. PRICING PER VENDOR ON 05/03/2017.

CHANGE #2 06/13/2018 - TO ADD ITEM #6 AND ITEM #7 TO THE EXISTING CONTRACT. PRICING FROM CARLY COOKSEY.

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 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, 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: _____