

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000298334
Pine State Trading Company
47 Market Street
Gardiner ME 04345
United States

Contract ID 0000000000000000000028317		Page 1 of 5
Contract Dates 01/01/2015 to 12/31/2016		Origin CPS
Description: CPS - COFFEE SVS FOR INFO CTR		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
1		COFFEE, REGULAR, DECAF AND FLAVORED, 2.2 OZ. PACKETS, 100/CS, MFR. GREEN MTN COFFEES, EACH PACKET YIELDS 8/8 OZ, SERVINGS.	CS	107.45000	0.00	0.00
2		COFFEE, REGULAR, DECAF AND FLAVORED, 2.2 OZ. PACKETS, 50/CS, MFR. GREEN MTN COFFEES, EACH PACKET YIELDS 8/8 OZ, SERVINGS.	CS	53.75000	0.00	0.00
3		TEA, REGULAR, 100 COUNT/BOX, MFR. LIPTON	BOX	5.18000	0.00	0.00
4		TEA, DECAFFINATED, 72 COUNT/BOX, MFR. LIPTON	BOX	6.62000	0.00	0.00
5		TEA, FLAVORED, 25 COUNT/BOX, MFR. CELESTIAL SEASONINGS	BOX	2.50000	0.00	0.00
6		SUGAR, PACKETS PST, 2000 PER CASE	CS	22.23000	0.00	0.00
7		SUGAR IN THE RAW, 1200 CASE	CS	31.11000	0.00	0.00
8		SWEETNER, PINK, 2000/CS. BRAND: SWEET N LOW.	CS	21.63000	0.00	0.00
9		SWEETNER, YELLOW, 2000/CASE, BRAND: SPLENDA	CS	36.67000	0.00	0.00
10		CREAMER, 1/2 & 1/2, BRAND: INTERNATIONAL DELIGHT, 384/CASE	CS	19.91000	0.00	0.00
11		STIR STICKS, WOOD, 8", 10,000/CS	CS	39.19000	0.00	0.00
12		CUP, HOT - 10 OZ. COMPOSTABLE, 1000/CASE	CS	48.93000	0.00	0.00
13		LIDS, DOME, FOR 10 OZ. CUPS 1200/CASE	CS	25.92000	0.00	0.00
14		SLEEVES FOR 10 OZ. CUPS, JAVA JACKETS, 500/CS., RECYCLED CONTANT 100%, POST CONSUMER cONTENT 60%.	CS	21.64000	0.00	0.00
15		HOT CHOCOLATE MIX, 50 PKG/BOX, NESTLES	BOX	11.96000	0.00	0.00
16		COFFEE, K-CUPS, 96/CS, BREAKFAST BLEND	CS	56.96000	0.00	0.00
17		URNEX TABZ 120 TABLETS/PK	PK	0.01000	0.00	0.00
18		CLEARLY COFFEE LIQUID CLEANER, 14 OZ.	EA	0.01000	0.00	0.00
19		AIRPOT CLEANER BRUSH	EA	0.01000	0.00	0.00

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20		URNEX 22" BRUSH	EA	0.01000	0.00	0.00
21		RECTANGULAR DRIP TRAY	EA	0.01000	0.00	0.00
22		GLASS BRUSH GAUGE 12" X 1/2"	EA	0.01000	0.00	0.00
23		CARAFE S/S 1.9 LITER	EA	0.01000	0.00	0.00
24		COFFEE ID CARDS	EA	0.01000	0.00	0.00
25		FILTERS, 12 CUP WIDE 2/500 CS	CS	0.01000	0.00	0.00
26		GREEN MOUNTAIN AIRPOT 3.0 LITER	EA	0.01000	0.00	0.00
27		FILTER, GMCR SYSTEM III 15X5, 500 CT	CS	0.01000	0.00	0.00
28		BREWING BASKET, LARGE, FETCO SUPPLIES	EA	0.01000	0.00	0.00
29		FILTERS, LARGE, FETCO SUPPLIES	EA	0.01000	0.00	0.00
30		POTS, BREWING, FETCO SUPPLIES	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE COFFEE SERVICES FOR VT INFORMATION CENTERS WITHIN THE STATE OF VERMONT.

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.

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

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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

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.

EACH ENTITY WILL BE REVIEWED INDIVIDUALLY BASED ON VOLUME AND EQUIPMENT NEEDS SINCE VOLUME IS NOT OUTLINED FOR SAID ENTITIES IN THIS DOCUMENT.

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.

CONTRACTOR WILL PROVIDE FULL COFFEE AND TEA SERVICES TO ALL STATE OF VERMONT INFORMATION CENTER DIVISION FACILITIES ON AN AS NEEDED BASIS AS DETERMINED BY THE STATE OF VERMONT. CONTRACTOR MUST PROVIDE AT LEAST ONE REGULAR AND ONE DECAFFEINATED VARIETY AND PREFERABLY A THIRD "SPECIALTY" TYPE OF COFFEE AND/OR HERBAL TEAS. BLENDS (FLAVORED) OF COFFEE ARE ACCEPTABLE AND ENCOURAGED. THE CONTRACT MUST DELIVER THE COFFEE AND TEA AND ASSORTED PRODUCTS SUCH AS FILTERS, COFFEE, SWEETENERS, STIRRERS AND LIDS.

EQUIPMENT: THE CONTRACTOR WILL PROVIDE EACH WELCOME/INFORMATION CENTER WITH TWO OR MORE QUALITY COFFEE BREWERS. CONTRACTOR WILL PROVIDE AT NO CHARGE HALF GALLON AIR-POTS FOR COFFEE AS NEEDED FOR EACH INFORMATION CENTER. REPLACEMENT AIR-POTS MUST BE AVAILABLE AT NO EXPENSE TO THE STATE. CONTRACTOR WILL PROVIDE DETAILED INFORMATION FOR THE COFFEE BREWERS. BREWERS TO BE CLEANED AND SERVICED ON A REGULAR BASIS. BREWERS ARE TO BE MAINTAINED AND REPAIRED AND REPLACED BY THE CONTRACT AS NEEDED. TWENTY-FOUR (24) HOUR RESPONSE TIME IS REQUIRED ON ALL EQUIPMENT FAILURE.

SERVICE: ALL SERVICE INCLUDING NEW EQUIPMENT, PARTS, TIME TRAVEL AND ANY ADDITIONAL EXPENSES ARE TO BE INCLUDED AT NO CHARGE.

SUPPLIES: CONTRACTOR WILL PROVIDE SUGAR PACKETS, NO BULK OR CUBES, ARTIFICIAL SWEETENER PACKETS,

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NON-REFRIGERATED DAIRY CREAMER, STIR STICKS, 10 OZ COMPOSTABLE CUPS, LIDS AND COFFEE SLEEVES.						

CLEANERS/FILTERS: CONTRACTOR WILL PROVIDE AT NO ADDITIONAL CHARGE ALL CLEANERS/FILTERS FOR BREWING POTS AND AIR-POTS THROUGHOUT THE CONTRACT PERIOD.

MISCELLANEOUS ITEMS: CONTRACTOR WILL PROVIDE AT NO ADDITIONAL CHARGE, DRIP TRAYS FOR AIR-POTS, HOOK/HANGER ID CARDS FOR IDENTIFYING PRODUCTS IN AIR-POTS, PUMP RODS AND REPLACEMENT PARTS FOR AIR-POTS.

DELIVERY: DELIVERY IS REQUIRED WITHIN 5 BUSINESS DAYS OF PLACEMENT OF ORDER.

BILLING: INVOICE TO BE MONTHLY WITH A SUMMARY OF EACH WELCOME/INFORMATION CENTER'S PURCHASES ON ONE INVOICE. PLEASE SEND INVOICES TO THE DIVISION DIRECTOR, VERMONT INFORMATION CENTER DIVISION, 134 STATE STREET, MONTPELIER, VT 05602.

DELIVERY PERFORMANCE MEASUREMENT: PENALTY MAY BE IMPOSED ON CONTRACTORS THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON-TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY PERFORMANCE MAY BE REVIEWED IN PERIODIC CONTRACT REVIEWING BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

LOCATIONS: The following is a list of locations that are serviced by this contract.

BUILDING ADDRESS (E-911)

- Alburg Welcome Center 70 Route 2 North Main St.
- Bennington 100 Route 279 East, Bennington, Vermont
- Bradford Information Center I-91 Northbound, Mile Marker 100
- Derby Welcome Center 1076 Route I-91 Southbound Mile Marker 177
- Fair Haven Welcome Center 47098 Prospect St (Rt 4) near Mile Marker 1
- Georgia North Information Center 5200 Route 89 North, Mile Marker 110
- Georgia South Information Center 5800 Route 89 South, Mile Marker 111
- Hartford South Information Center I-91 Southbound Mile Marker 68.2
- Lyndon Information Center I-91 Southbound, Mile Marker 141
- Capital Region Information Center 134 State St. Montpelier
- Randolph South Information Center I-89 Southbound Mile Marker 33.5
- Sharon North Information Center I-89 Northbound Mile Marker 10
- Waterford Welcome Center 1270 I-93 Northbound Mile Marker 1
- Williston North Information Center I-89 Northbound Mile Marker 82
- Williston South Information Center I-89 Southbound Mile Marker 83

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KEURIG GREEN MOUNTAIN COFFEE HAS PLEDGED TO THE STATE OF VERMONT \$5000 IN MARKETING FUNDS IN SUPPORT OF MEDIA ADVERTISING OF THE STATE'S CHOICE. PINE STATE TRADING COMPANY HAS ALSO PLEDGED \$5000 IN MARKETING FUNDS OVER THE REMAINDER OF THE CONTRACT IN ADDITION TO GREEN MOUNTAIN COFFEE'S FUNDING. PINE STATE WOULD SPREAD OUT THE \$5000 OVER THE TERMS OF THE CONTRACT PAYING IT ANNUALLY BEGINNING YEAR TWO; \$1666.66 YEAR TWO, \$1666.66 FIRST ONE YEAR EXTENSION \$1666.66 SECOND ONE YEAR EXTENSION PER T.J. WHITE, REGIONAL SALES MANAGER.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

CONTRACTOR CONTACT INFORMATION:
TJ WHYTE
TELEPHONE: 802-476-0618
FAX 802-476-2125
EMAIL: TJWHYTE@PINESTATETRADING.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: _____