

# State of Vermont

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

# CONTRACT



**Vendor ID 0000344226**  
**Koffee Kup Bakery Inc**  
**436 Riverside Avenue**  
**Burlington VT 05401**  
**United States**

<b>Contract ID</b> 0000000000000000000029214		Page 1 of 4
<b>Contract Dates</b> 06/01/2015 to 05/31/2017		<b>Origin</b> CP
<b>Description:</b> CP-BREAD & BAKERY PRODUCTS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		BREAD, WHEAT, STUBB, 24 OZ., 26 SLICES, PLAIN BAG, GOLD MEDAL #984	EA	1.38000	0.00	0.00
2		BREAD, WHITE, STUB, 24 OZ., 26 SLICES, GOLD MEDAL #982	EA	1.28000	0.00	0.00
3		BREAD. FRENCH TOAST, 24 OZ., 13 SLICES, GOLD MEDAL #980	EA	1.35000	0.00	0.00
4		BREAD, RAISIN, 20 OZ., 16 SLICES, VT BREAD CO. #808	EA	2.24000	0.00	0.00
5		ENGLISH MUFFIN, WHOLE WHEAT, 12 OZ., 6 PACK, PLAIN BAG, AUTOMATIC ROLL, KOFFEE KUP BAKERY #855	EA	1.10000	0.00	0.00
6		ENGLISH MUFFIN, WHITE, 12 OZ., 6 PACK, PLAIN BAG, VT BREAD CO #322	EA	1.04000	0.00	0.00
7		BREAD, 100% WHOLE WHEAT, 24 OZ., 19 SLICES, VT BREAD CO #838	EA	1.75000	0.00	0.00
8		BREAD, COUNTRY WHITE, 24 OZ., 19 SLICES, VT BREAD CO #842	EA	1.75000	0.00	0.00
9		BREAD, SOFT RYE, UNSEEDED, 32 OZ., 20 SLICES, VT BREAD CO #782	EA	2.44000	0.00	0.00
10		BREAD, 12 MULTI GRAIN, 32 OZ., 22 SLICES, VT BREAD CO #783	EA	2.84000	0.00	0.00
11		BREAD, POTATIO, 24 OZ., 19 SLICES, ALL NATURAL, VT BREAD CO #843	EA	1.75000	0.00	0.00
12		ROLLS, BULKY, WHOLE WHEAT, PLAIN, 13 OZ., 6 PACK, VT BREAD CO. #155	EA	1.30000	0.00	0.00
13		ROLLS, BULKY, WHITE, PLAIN, 13 OZ., 6 PACK, KOFFEE KUP BAKERY #154	EA	1.30000	0.00	0.00
14		HOT DOG ROLL, 28 OZ., 16 PACK, KOFFEE KUP BAKER #302	EA	1.94000	0.00	0.00
15		HAMBURGER ROLLS, 24 OZ., 12 PACK, KOFFEE KUP BAKERY #960	EA	1.94000	0.00	0.00
16		SUPER SOFTIES, 9 PACK, KOFFEE KUP BAKERY #222	EA	2.40000	0.00	0.00
17		ROLL, STEAK, 26 OZ., 12 PACK, KOFFEE KUP BAKERY #171	EA	2.74000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
18		NEW ENGLAND ROLLS, 18 OZ., 12 PACK, KOFFEE KUP BAKERY #301	EA	1.48000	0.00	0.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE BREAD AND BAKERY PRODUCTS TO FACILITIES THROUGHOUT THE STATE OF VERMONT ON AN AS NEEDED BASIS.

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 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.

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.

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<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635
	<b>Contract Status</b> Approved

**Phone #:**

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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.

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.

DELIVERIES ARE REQUIRED WEEKLY OR BIWEEKLY AT THE DISCRETION OF THE FOOD SERVICE SUPERVISOR.

ALL PRODUCT 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. PRODUCTS ARE FIRST QUALITY - GRADE A, UNLESS OTHERWISE SPECIFIED.

THE STATE MAY UPON REQUEST INSPECT THE CONTRACTOR'S WAREHOUSE AND TRUCKS. THE INSPECTION WILL BE BY THE STATE OR REPRESENTATIVES OF THE STATE AND IT SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING, MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

THE STATE MAY UPON REQUEST, REQUIRE THE CONTRACTOR TO PROVIDE ACCURATE, RELIABLE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS, CREDITS AND UTILIZATION.

PRIOR TO EXECUTION OF A CONTRACT THE CONTRACTOR WILL PROVIDE THE STATE NAMES AND CONTACT INFORMATION FOR A PRIMARY AND SECONDARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FOR ALL FACILITIES, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES AND BE AVAILABLE ON A DAILY BASIS TO THE STATE FOOD SUPERVISORS AND OFFICE OF PURCHASING & CONTRACTING.

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATION AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY, ETC. SUBSTITUTION SHALL NOT BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION SHALL BE MADE TO THE STATE IN A TIMELY MANNER. IF CONTRACTOR CANNOT SUPPLY AN ACCEPTABLE SUBSTITUTE. THE FOOD SERVICE SUPERVISOR SHALL CONTACT THE OFFICE OF PURCHASING & CONTRACTING AND REQUEST "AUTHORIZATION" TO PURCHASE FROM AN ALTERNATE SOURCE.

PERFORMANCE MEASUREMENTS:

DELIVERIES ARE REQUIRED WEEKLY OR BIWEEKLY AT THE DISCRETION OF THE FOOD SERVICE SUPERVISOR. THE ACCEPTABLE QUALITY LEVEL FOR ON -TIME DELIVERY WILL BE 99% THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTINUAL LATE DELIVERIES MAY HAVE CONSEQUENCES AS SEVERE AS TERMINATION.

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 AS SEVERE AS TERMINATION.

VENDOR CONTACT INFORMATION:  
MARK WHITEHEAD  
TELEPHONE 802-863-2696  
FAX # 802-860-0116

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**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
EMAIL: MWHITEHEAD@KOFFEEKUPBAKERY.BIZ						

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

### 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: \_\_\_\_\_