

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and Jenna Tatro Memorial Fund, d/b/a Jenna's Promise Roasting Company, with a principal place of business in Johnson, VT, (hereinafter called "Contractor"). Contractor's form of business organization is 501(c)(3). It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of VICD Coffee Service and Supplies. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.

4. **Contract Term.** The period of contractor's performance shall begin on February 15, 2023 and end on February 14, 2024 with the option for three twelve month renewal periods.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 9 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D – Price Schedule

Contractor: Jenna's Promise Roasting Company  
Contract #: 45208

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (Price Schedule)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

Date: \_\_\_\_\_ 2/16/2023 \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Jennifer M.V. Fitch \_\_\_\_\_

Title: \_\_\_\_\_ BGS Commissioner \_\_\_\_\_

By the Contractor:

Date: \_\_\_\_\_ 2/14/23 \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Andrew Bunting \_\_\_\_\_

Title: General Manager, Jenna's Promise Roasting Co.

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide coffee and tea brewing equipment and supplies for the State of Vermont Information Centers throughout the State.

**1. COFFEE SERVICE AND SUPPLIES:**

- a. The Contractor shall provide Coffee, Tea and related supplies as outlined in attached Price Schedule.
- b. The Contractor shall provide appropriate marketing supplies as agreed upon with the Vermont Information Centers Division.
- c. The Contractor shall provide and maintain water filters as needed for brewing systems at all VICD locations.
- d. The Contractor shall deliver products ordered on a weekly or bi-weekly basis.
- e. The Contractor shall provide all servers and air pots to begin operation at no cost to the State in the following quantities:

Location	FETCO Double	FETCO Single	Servers	Air Pots
Alburgh	1		2	1
Bennington	1		3	2
Bradford	1		2	1
Derby	1		2	1
Fair Haven	1		2	1
Georgia North	1		2	1
Georgia South	1		2	1
Hartford	1		3	2
Lyndonville	1		2	1
Montpelier	1		2	1
Randolph	1		3	1
Sharon	1	1	4	2
Waterford	1		2	1
Williston North	1		3	2
Williston South	1		2	2
<b>Total</b>	<b>15</b>	<b>1</b>	<b>36</b>	<b>20</b>

- f. The Contractor shall deliver coffee and supplies to all VICD locations as listed below:

**Alburgh Welcome Center** – 70 Route 2 North Main Street

**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 Street Montpelier, Vermont

**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

- g. The Contractor is responsible for replacing Servers and Air Pots due to malfunction and normal wear and tear.
- h. The State shall pay for replacement Servers and Air Pots in the event of misuse and after original supply at prices outlined in the Price Schedule. This only applies to instances where VICD staff is responsible for breakage in error or misuse.

## 2. **INSTALLATION**

- a. The Contractor shall install all brewing systems at all VICD locations.

## 3. **SERVICE REQUIREMENTS**

- a. The Contractor shall provide quarterly service on all brewing systems and equipment.
- b. The Contractor shall provide maintenance and service as needed for brewing systems and equipment.
- c. The Contractor shall provide emergency servicing on all brewing systems and equipment at a cost to the State of \$40 per hour. Service should be provided within 24 hours' notice of reported need.

- 4. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

5. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
6. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become 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.
7. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
8. **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.
9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
- e. **For the Contractor:**

Name: Andrew Bunting  
Phone: 802/730-3800  
Email: [Andrew@Jennaspromise.org](mailto:Andrew@Jennaspromise.org)

f. *For the State:*

Name: State of Vermont, Mike Kennedy  
Address: 133 State Street, Montpelier, VT 05633-8000  
Phone: 802/249-5058  
Fax: 802/828-2222  
Email: [Michael.n.kennedy@Vermont.gov](mailto:Michael.n.kennedy@Vermont.gov)

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit maintenance and service invoice(s) to:  
VICD, 134 State Street  
Montpelier, Vermont, 05633-2201  
Attention: VICD Manager
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase including detailed receipts that indicate order location, date, quantity, and pricing. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**



**Attachment D**

(Price Schedule)

Item Number	Description	Cost
1	Coffee "Local Blend" Medium-Light Roast 2.2 oz 100/case	\$150.00/ case
2	Coffee, Flavored (Maple) 2.2 oz 100/case	\$158.00/ case
3	Coffee, Decaf 2.2 oz 100/case	\$164.00/ case
4	Tea, Assorted Bags 64 bags/box	\$20.00/ case
5	Sugar Packets, 2000/case	\$23.00/ case
6	Artificial Sweetener (Pink)	\$22.85/ case
7	Artificial Sweetener (Yellow)	\$30.77/ case
8	Creamer, Aseptic 360/case	\$41.00/ case
9	Stir Stick 1000/case	\$19.47/ box
10	Cup, Hot, 10 oz, Compostable 1000/case	\$166.00/ case
11	Lid for 10 oz Cup, Compostable 1000/case	\$152.58/ case
12	Sleeves for 10 oz Cup 1200/case	\$64.38/ case
13	Hot Chocolate 0.73 oz 50/box	\$16.58/ box
14	Coffee Filters, 1.5 Gal 500/case	\$22.30/ case
15	FETCO L4D-15 Thermal Coffee Dispenser with Built In Drip Trays	\$350.00/ each (Replacement Only)
16	Bunn 32125.0000 2.5 Liter Air Pot	\$60.00/ each (Replacement Only)
17	Emergency Service (Including travel time)	\$40/ hour