# CONTRACT

## State of Vermont

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

| | | |
|---|---|---|
| **Contract ID**<br>00000000000000000000035110 | | Page<br>1 of 5 |
| **Contract Dates**<br>12/02/2017 to 12/01/2020 | | **Origin**<br>**CP** |
| **Description:**<br>CP - MEAT & MEAT PRODUCTS | | **Contract Maximum**<br>$999,999.99 |
| **Buyer Name**<br>Deborah L LaRose | **Buyer Phone**<br>828-4635 | **Contract Status**<br>Approved |

**Supplier 0000251130**
**Reinhart Food Service LLC**
**32 Thompson Drive**
**PO Box 8654**
**Essex VT 05451**
**United States**

**Phone #:**

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|---|---|---|---|---|---|---|
| 1 | | MEAT AND MEAT PRODUCTS FRESH AND FROZEN MEAT ITEMS AS DESCRIBED INPRICE LIST TO BE SUPPLIED TO FACILITIES ON A WEEKLY BASIS. | EA | 0.01000 | 0.00 | 0.00 |

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.

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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.

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TERMS: NET 30 DAYS

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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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| 12/02/2017 to 12/01/2020 | | **CP** |
| **Description:** | | **Contract Maximum** |
| CP - MEAT & MEAT PRODUCTS | | $999,999.99 |
| **Buyer Name** | **Buyer Phone** | **Contract Status** |
| Deborah L LaRose | 828-4635 | Approved |

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
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REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

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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.

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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.

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PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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DELIVERIES MAY BE MADE WEEKLY OR BY-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. CONTRACTOR SHALL CONTACT FOOD SERVICE SUPERVISOR TO SET UP DELIVERY SCHEDULE FOR THEIR FACILITY. IF A CONTRACTOR NEEDS TO CHANGE THE DELIVERY SCHEDULE THEY SHALL CONTACT THE FOOD SERVICE SUPERVISOR AT LEAST 48 HOURS BEFORE THE SCHEDULE DELIVERY. ALL DELIVERIES TO BE MADE IN AT LEAST TWO (2) COMPARTMENT TRUCKS SECTIONED INTO FROZEN AND REFRIGERATED. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY.

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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. CONTRACTOR ARE TO SUPPLY FIRST QUALITY - GRADE A, UNLESS OTHERWISE SPECIFIED.

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THE STATE MAY UPON REQUEST INSPECT THE CONTRACTOR'S WAREHOUSES AND TRUCKS. THE INSPECTION WILL BE BY THE STATE OR REPRESENTATIVE OF THE STATE AND SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERY PRODUCTS (DRY, CHILLED, OR FROZEN), MEETS OR EXCEEDS ANY USDA or FDA REQUIREMENTS.

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

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PRIOR TO THE EXECUTION OF A CONTRACT THE CONTRACTOR WILL PROVIDE THE STATE THE NAME AND CONTACT INFORMATION FOR A PRIMARY AND SECONDARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESS ORDERS FOR ALL CENTERS, ENSURING -N-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND AVAILABLE ON A DAILY BASIS FOR THE STATE FOOD SERVICE SUPERVISORS AND OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR MAY BE EXPECTED TO PARTICIPATE IN FOOD SERVICE SUPERVISOR'S MEETINGS WHEN REQUESTED.

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CONTRACTOR MUST BE WILLING TO DELIVERY TO ANY OR ALL PARTIES INDICATED ON THE ATTACHED "FACILITIES & INTERESTED PARTIES"

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PRICES ON THIS CONTRACT SHALL BE SUBMITTED ON DECEMBER 1, 2017 AND BE FIRM UNTIL DECEMBER 8, 2017 AND THEREAFTER PRICE LIST WILL BE SUBMITTED EVERY FRIDAY FOR THE FOLLOWING WEEK ORDERS. MEAT PRICE LIST IS SUPPLIED BY THE CONTRACTOR TO PARTIES INDICATED ON ATTACHED LIST OF "FACILITIES AND INTERESTED PARTIES". THE LIST CONTAINS THE MEAT AND MEAT PRODUCTS CURRENTLY IN USE AT THE FACILITIES AND HAS BEEN AGREED UPON BY ALL PARTIES FOR THE USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THE "MEAT PRICE LISTS" SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD. PRODUCT ADDITIONS AND DELETIONS REQUIRE APPROVAL FROM THE OFFICE OF PURCHASING AND CONTRACTING. NOTIFICATION OF THE ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE OFFICE OF PURCHASING AND CONTRACTING. LIST MUST SHOW EFFECTIVE DATE OF PRICING. PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACE THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICES AT POINT OF ORIGINALLY ORDERED. ONCE CONTRACTOR HAS E-MAILED OR FAXED THE NEW "MEAT PRICE LISTS" TO ALL PARTIES, PRICES WILL REMAIN FIRM AND NO PRICE CHANGES ARE ALLOWED. CONTRACTOR SHALL SUBMIT ONE COPY OF THE "MEAT PRICE LIST" TO THE OFFICE OF PURCHASING & CONTRACTING BY E-MAIL OR FAX. AS MANY ITEMS ON THE "MEAT PRICE LIST" AS POSSIBLE MUST BE BID AND LISTING SHALL BE SUBMITTED

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**Supplier 0000251130**
**Reinhart Food Service LLC**
**32 Thompson Drive**
**PO Box 8654**
**Essex VT 05451**
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**Phone #:**

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DIRECTLY BY THE CONTRACTOR TO EACH FACILITY WITH A COPY TO THE OFFICE OF PURCHASING & CONTRACTING. EFFECTIVE DATE OF THE PRICE LIST WILL BE MONDAY THROUGH SUNDAY. CONTRACTOR SHALL SUBMIT PRICE LIST BY THE FRIDAY BEFORE THE EFFECTIVE DATE COMMENCES (THE FOLLOWING MONDAY) TO ALLOW TIME FOR RECEIPT OF THE LIST BY AGENCIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP SUFFICIENT COPIES OF THE "BLANK" BID SHEET, AS THIS LIST WILL BE ACCEPTED FOR PRICING AT THE TIME DURING THE CONTRACT PERIOD UNLESS OTHERWISE APPROVED BY THE OFFICE OF PURCHASING & CONTRACTING.

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CONTRACTOR SHALL MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER. CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT OF STOCK/NOT AVAILABLE PRODUCTS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCTS ELSEWHERE.)

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SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY, ETC. SUBSTITUTIONS 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 SUBSTITUTION, THE FOOD SERVICE SUPERVISOR MUST CONTACT THE OFFICE OF PURCHASING & CONTRACTING AND REQUEST "AUTHORIZATION" TO PURCHASE FROM AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE SUPERVISOR'S DISCRETION AS TO WHETHER OR NOT A "PARTIAL FILL" ORDER WILL BE ACCEPTED. REPEATED OUT OF STOCK, SUBSTITUTIONS AND PARTIAL FILLS MADE BY CONTRACTOR MUST BE REPORTED TO THE FOOD SERVICE SUPERVISOR BY E-MAIL OR FAX TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTORS ARE TO INDICATE ALL "OUT OF STOCK", "PARTIAL FILLS" AND "SUBSTITUTES" ON THEIR INVOICES.

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CONTRACTOR SHALL PROVIDE GRADE A, FIRST QUALITY LABEL BRAND. IF CONTRACTOR CHANGES LABEL BRAND, A WRITTEN NOTIFICATION MUST BE FORWARDED TO THE OFFICE OF PURCHASING & CONTRACTING FOR APPROVAL. THE STATE WILL HAVE THE OPTION TO ACCEPT THE CHANGES OR BUY PRODUCT ELSEWHERE.

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THE STATE RESERVES THE RIGHT TO REQUEST SPECIFIC SAMPLES FOR FOOD CUTTING AT ANY TIME THROUGHOUT THE CONTRACT PERIOD.

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THE STATE RESERVES THE RIGHT TO HAVE THE PRODUCTS OF QUESTIONABLE NATION TESTED BY THE VERMONT DEPARTMENT OF AGRICULTURE, OR STATE HEALTH DEPARTMENT.

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FILL RATE IS TO BE 98% MINIMUM OF EACH ITEM REQUESTED. CONTRACTOR ARE TO INDICATE FOOD PRODUCED AND PACKED IN VERMONT.

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THE STATE WILL WORK WITH CONTRACT TO ESTABLISH A PROCEDURE TO ENSURE PROMPT PAYMENT TO FULLY RECONCILED INVOICES. THE CONTRACTOR WILL NOT LIMIT OR WITHHOLD SERVICE TO A FACILITY DUE TO A PAST DUE INVOICE(S). CONTRACTOR IS TO INCLUDED THEIR PROPOSED POLICY FOR OVERDUE INVOICES IN THE RESPONSE. AS NOTED IN INVOICE PARAGRAPH DISPUTED AND UN-RECONCILED INVOICES ARE TO BE CONSIDERED PAST DUE.

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ANY CLAIM OF PRODUCT THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE AND UNACCEPTABLE SUBSTITUTION, ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

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INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENTS TO THE CONTRACTOR. SELECTED CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OF ERRORS. INVOICES ARE TO REFLECT PRODUCT NUMBER OF EACH ITEM SO AS TO EASILY MATCH TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT ITEMS SHALL NOT BE COMMINGLED ON THE SAME INVOICE. INVOICES TO BE RENDERED BY CONTRACT TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR SHOWING THE ORDERING FACILITY, CONTRACTOR'S PRODUCT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS SHALL BE REFLECTED ON INVOICES AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGH PRICE FOR ITEM ITEMS OR SUBSTITUTES A HIGH PRICE, THE CONTRACTOR'S INVOICE WILL BE CUTBACK TO THE PRICE AT THE TIME OF THE ORDER HOWEVER, IF THE PRICING IS LOWER THEN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THAN A QUARTER OF THE ITEMS ON THE INVOICE ARE PRICED INCORRECTLY, THE CONTRACTOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THE INVOICES WITH DISCREPANCIES WILL TAKE LONGER TO PROCESS AND THE STATE SHALL NOT BE HELD RESPONSIBLE.

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THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDIT THROUGHOUT THE CONTRACT PERIOD.

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THE STATE UPON REQUEST HAS THE RIGHT TO ADD ADDITIONAL FACILITY WITH A 30 DAY WRITTEN NOTICE AND REMOVE A FACILITY WITH A 60 DAY WRITTEN NOTICE.

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CONTRACTOR MUST BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN CORRECTIONAL AND HOSPITAL SETTINGS AND FOOD SERVICE CONCEPT ON WHICH THEY ARE BASED.

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CONTRACTOR MAY BE DELAYED FROM DELIVERING DUE TO UNFORESEEN CIRCUMSTANCES I.E. LOCKING DOWN OF A FACILITY DUE TO AN EMERGENCY, FORMAL HEAD COUNTS, SHIFT CHANGES.

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CONTRACTOR'S CONTACT INFORMATION:
TERESA REED
PHONE: 802-343-2088
FAX: 802-288-5052
EMAIL: TLReed@RFSDELIVERS.COM

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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

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CONTRACT AMENDMENT #1

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I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from December 1, 2019 to December 1, 2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

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Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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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.

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Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:
http://bgs.vermont.gov/purchasing-contracting/debarment

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

**By the STATE of VERMONT**

Date:_____

Signature:_____

Name: Christopher Cole

Title: Commissioner

Email: Buildings & General Services

**By the CONTRACTOR**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

# ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

**REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation*: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage*: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change*. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- **A.** is not under any obligation to pay child support; or
- **B.** is under such an obligation and is in good standing with respect to that obligation; or
- **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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 that 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

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

# CONTRACT

## State of Vermont

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

| | | |
|---|---|---|
| **Contract ID**<br>00000000000000000000035110 | | Page<br>1 of 4 |
| **Contract Dates**<br>12/02/2017 to 12/01/2019 | | **Origin**<br>CP |
| **Description:**<br>CP - MEAT & MEAT PRODUCTS | | **Contract Maximum**<br>$999,999.99 |
| **Buyer Name**<br>LaRose,Deborah L | **Buyer Phone**<br>828-4635 | **Contract Status**<br>Approved |

**Vendor ID 0000251130**
**Reinhart Food Service LLC**
**32 Thompson Drive**
**PO Box 8654**
**Essex VT 05451**
**United States**

**Phone #:**

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|---|---|---|---|---|---|---|
| 1 | | MEAT AND MEAT PRODUCTS FRESH AND FROZEN MEAT ITEMS AS DESCRIBED INPRICE LIST TO BE SUPPLIED TO FACILITIES ON A WEEKLY BASIS. | EA | 0.01000 | 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.

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.

# CONTRACT

## State of Vermont

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

| | | |
|---|---|---|
| **Contract ID**<br>00000000000000000000035110 | | Page<br>2 of 4 |
| **Contract Dates**<br>12/02/2017 to 12/01/2019 | | **Origin**<br>CP |
| **Description:**<br>CP - MEAT & MEAT PRODUCTS | | **Contract Maximum**<br>$999,999.99 |
| **Buyer Name**<br>LaRose,Deborah L | **Buyer Phone**<br>828-4635 | **Contract Status**<br>Approved |

**Vendor ID 0000251130**
**Reinhart Food Service LLC**
**32 Thompson Drive**
**PO Box 8654**
**Essex VT 05451**
**United States**

**Phone #:**

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

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 MAY BE MADE WEEKLY OR BY-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. CONTRACTOR SHALL CONTACT FOOD SERVICE SUPERVISOR TO SET UP DELIVERY SCHEDULE FOR THEIR FACILITY. IF A CONTRACTOR NEEDS TO CHANGE THE DELIVERY SCHEDULE THEY SHALL CONTACT THE FOOD SERVICE SUPERVISOR AT LEAST 48 HOURS BEFORE THE SCHEDULE DELIVERY. ALL DELIVERIES TO BE MADE IN AT LEAST TWO (2) COMPARTMENT TRUCKS SECTIONED INTO FROZEN AND REFRIGERATED. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY.

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. CONTRACTOR ARE TO SUPPLY FIRST QUALITY - GRADE A, UNLESS OTHERWISE SPECIFIED.

THE STATE MAY UPON REQUEST INSPECT THE CONTRACTOR'S WAREHOUSES AND TRUCKS. THE INSPECTION WILL BE BY THE STATE OR REPRESENTATIVE OF THE STATE AND SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERY PRODUCTS (DRY, CHILLED, OR FROZEN), MEETS OR EXCEEDS 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 THE EXECUTION OF A CONTRACT THE CONTRACTOR WILL PROVIDE THE STATE THE NAME AND CONTACT INFORMATION FOR A PRIMARY AND SECONDARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESS ORDERS FOR ALL CENTERS, ENSURING -N-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND AVAILABLE ON A DAILY BASIS FOR THE STATE FOOD SERVICE SUPERVISORS AND OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR MAY BE EXPECTED TO PARTICIPATE IN FOOD SERVICE SUPERVISOR'S MEETINGS WHEN REQUESTED.

CONTRACTOR MUST BE WILLING TO DELIVERY TO ANY OR ALL PARTIES INDICATED ON THE ATTACHED "FACILITIES & INTERESTED PARTIES"

PRICES ON THIS CONTRACT SHALL BE SUBMITTED ON DECEMBER 1, 2017 AND BE FIRM UNTIL DECEMBER 8, 2017 AND THEREAFTER PRICE LIST WILL BE SUBMITTED EVERY FRIDAY FOR THE FOLLOWING WEEK ORDERS. MEAT PRICE LIST IS SUPPLIED BY THE CONTRACTOR TO PARTIES INDICATED ON ATTACHED LIST OF "FACILITIES AND INTERESTED PARTIES". THE LIST CONTAINS THE MEAT AND MEAT PRODUCTS CURRENTLY IN USE AT THE FACILITIES AND HAS BEEN AGREED UPON BY ALL PARTIES FOR THE USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THE "MEAT PRICE LISTS" SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD. PRODUCT ADDITIONS AND DELETIONS REQUIRE APPROVAL FROM THE OFFICE OF PURCHASING AND CONTRACTING. NOTIFICATION OF THE ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE OFFICE OF PURCHASING AND CONTRACTING. LIST MUST SHOW EFFECTIVE DATE OF PRICING. PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACE THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICES AT POINT OF ORIGINALLY ORDERED. ONCE CONTRACTOR HAS E-MAILED OR FAXED THE NEW "MEAT PRICE LISTS" TO ALL PARTIES, PRICES WILL REMAIN FIRM AND NO PRICE CHANGES ARE ALLOWED. CONTRACTOR SHALL SUBMIT ONE COPY OF THE "MEAT PRICE LIST" TO THE OFFICE OF PURCHASING & CONTRACTING BY E-MAIL OR FAX. AS MANY ITEMS ON THE "MEAT PRICE LIST" AS POSSIBLE MUST BE BID AND LISTING SHALL BE SUBMITTED

# CONTRACT

## State of Vermont

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

| Contract ID | | Page |
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| 0000000000000000000035110 | | 3 of 4 |
| **Contract Dates** | | **Origin** |
| 12/02/2017 to 12/01/2019 | | CP |
| **Description:** | | **Contract Maximum** |
| CP - MEAT & MEAT PRODUCTS | | $999,999.99 |
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| LaRose,Deborah L | 828-4635 | Approved |

**Vendor ID 0000251130**
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DIRECTLY BY THE CONTRACTOR TO EACH FACILITY WITH A COPY TO THE OFFICE OF PURCHASING & CONTRACTING. EFFECTIVE DATE OF THE PRICE LIST WILL BE MONDAY THROUGH SUNDAY. CONTRACTOR SHALL SUBMIT PRICE LIST BY THE FRIDAY BEFORE THE EFFECTIVE DATE COMMENCES (THE FOLLOWING MONDAY) TO ALLOW TIME FOR RECEIPT OF THE LIST BY AGENCIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP SUFFICIENT COPIES OF THE "BLANK" BID SHEET, AS THIS LIST WILL BE ACCEPTED FOR PRICING AT THE TIME DURING THE CONTRACT PERIOD UNLESS OTHERWISE APPROVED BY THE OFFICE OF PURCHASING & CONTRACTING.

CONTRACTOR SHALL MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER. CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT OF STOCK/NOT AVAILABLE PRODUCTS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCTS ELSEWHERE.)

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY, ETC. SUBSTITUTIONS 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 SUBSTITUTION, THE FOOD SERVICE SUPERVISOR MUST CONTACT THE OFFICE OF PURCHASING & CONTRACTING AND REQUEST "AUTHORIZATION" TO PURCHASE FROM AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE SUPERVISOR'S DISCRETION AS TO WHETHER OR NOT A "PARTIAL FILL" ORDER WILL BE ACCEPTED. REPEATED OUT OF STOCK, SUBSTITUTIONS AND PARTIAL FILLS MADE BY CONTRACTOR MUST BE REPORTED TO THE FOOD SERVICE SUPERVISOR BY E-MAIL OR FAX TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTORS ARE TO INDICATE ALL "OUT OF STOCK", "PARTIAL FILLS" AND "SUBSTITUTES" ON THEIR INVOICES.

CONTRACTOR SHALL PROVIDE GRADE A, FIRST QUALITY LABEL BRAND. IF CONTRACTOR CHANGES LABEL BRAND, A WRITTEN NOTIFICATION MUST BE FORWARDED TO THE OFFICE OF PURCHASING & CONTRACTING FOR APPROVAL. THE STATE WILL HAVE THE OPTION TO ACCEPT THE CHANGES OR BUY PRODUCT ELSEWHERE.

THE STATE RESERVES THE RIGHT TO REQUEST SPECIFIC SAMPLES FOR FOOD CUTTING AT ANY TIME THROUGHOUT THE CONTRACT PERIOD.

THE STATE RESERVES THE RIGHT TO HAVE THE PRODUCTS OF QUESTIONABLE NATION TESTED BY THE VERMONT DEPARTMENT OF AGRICULTURE, OR STATE HEALTH DEPARTMENT.

FILL RATE IS TO BE 98% MINIMUM OF EACH ITEM REQUESTED. CONTRACTOR ARE TO INDICATE FOOD PRODUCED AND PACKED IN VERMONT.

THE STATE WILL WORK WITH CONTRACT TO ESTABLISH A PROCEDURE TO ENSURE PROMPT PAYMENT TO FULLY RECONCILED INVOICES. THE CONTRACTOR WILL NOT LIMIT OR WITHHOLD SERVICE TO A FACILITY DUE TO A PAST DUE INVOICE(S). CONTRACTOR IS TO INCLUDED THEIR PROPOSED POLICY FOR OVERDUE INVOICES IN THE RESPONSE. AS NOTED IN INVOICE PARAGRAPH DISPUTED AND UN-RECONCILED INVOICES ARE TO BE CONSIDERED PAST DUE.

ANY CLAIM OF PRODUCT THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE AND UNACCEPTABLE SUBSTITUTION, ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENTS TO THE CONTRACTOR. SELECTED CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OF ERRORS. INVOICES ARE TO REFLECT PRODUCT NUMBER OF EACH ITEM SO AS TO EASILY MATCH TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT ITEMS SHALL NOT BE COMMINGLED ON THE SAME INVOICE. INVOICES TO BE RENDERED BY CONTRACT TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR SHOWING THE ORDERING FACILITY, CONTRACTOR'S PRODUCT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS SHALL BE REFLECTED ON INVOICES AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGH PRICE FOR ITEM ITEMS OR SUBSTITUTES A HIGH PRICE, THE CONTRACTOR'S INVOICE WILL BE CUTBACK TO THE PRICE AT THE TIME OF THE ORDER HOWEVER, IF THE PRICING IS LOWER THEN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THAN A QUARTER OF THE ITEMS ON THE INVOICE ARE PRICED INCORRECTLY, THE CONTRACTOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THE INVOICES WITH DISCREPANCIES WILL TAKE LONGER TO PROCESS AND THE STATE SHALL NOT BE HELD RESPONSIBLE.

THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDIT THROUGHOUT THE CONTRACT PERIOD.

# CONTRACT

**State of Vermont**
Buildings and General Services
Office of Purchasing & Contracting
109 State St
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United States

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|---|---|---|
| **Contract ID**<br>00000000000000000000035110 | | Page<br>4 of 4 |
| **Contract Dates**<br>12/02/2017 to 12/01/2019 | | **Origin**<br>CP |
| **Description:**<br>CP - MEAT & MEAT PRODUCTS | | **Contract Maximum**<br>$999,999.99 |
| **Buyer Name**<br>LaRose,Deborah L | **Buyer Phone**<br>828-4635 | **Contract Status**<br>Approved |

**Vendor ID 0000251130**
**Reinhart Food Service LLC**
**32 Thompson Drive**
**PO Box 8654**
**Essex VT 05451**
**United States**

**Phone #:**

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

THE STATE UPON REQUEST HAS THE RIGHT TO ADD ADDITIONAL FACILITY WITH A 30 DAY WRITTEN NOTICE AND REMOVE A FACILITY WITH A 60 DAY WRITTEN NOTICE.

CONTRACTOR MUST BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN CORRECTIONAL AND HOSPITAL SETTINGS AND FOOD SERVICE CONCEPT ON WHICH THEY ARE BASED.

CONTRACTOR MAY BE DELAYED FROM DELIVERING DUE TO UNFORESEEN CIRCUMSTANCES I.E. LOCKING DOWN OF A FACILITY DUE TO AN EMERGENCY, FORMAL HEAD COUNTS, SHIFT CHANGES.

CONTRACTOR'S CONTACT INFORMATION:
MARK BERRY
PHONE: 802-288-5079
FAX: 802-288-5052
EMAIL: MABERRY@RFSDELIVERS.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

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

**By the STATE of VERMONT**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

**By the CONTRACTOR**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____