

Reinhart Foodservice dba Performance Foodservice
Contract #43106

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Reinhart Foodservice dba Performance Foodservice, with a principal place of business in Richmond, VA, (hereinafter called "Contractor"). Contractor's form of business organization is incorporated. 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 Meat & Meat Products. 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 \$600,000.00.

4. **Contract Term.** The period of contractor's performance shall begin on December 2, 2021 and end on December 1, 2023 with the option to renew up to two additional one year 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 6 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 – Meat & Meat Product Weekly Pricing Schedule

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

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- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment D – Meat & Meat Product Weekly Pricing Schedule

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch

Name: _____

Title: Commissioner of Buildings
& General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Deliveries may be made weekly or bi-weekly according to the individual requirements of the facilities. Contractor must contact Food Service Supervisor to set up delivery schedule for their facility. If a contractor needs to change the delivery schedule, they must contact the food Service Supervisor at least 48 hours before the schedule delivery. All deliveries are to be made in at least a 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.
2. 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. Bidders are to bid First Quality – Grade A, unless otherwise specified.
3. The State may upon request inspect the contractor's warehouses 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 and delivery products (dry, chilled, or frozen), meet or exceed any USDA or FDA requirements.
4. The State may upon request, require the contractor to provide accurate, reliable and timely reports regarding invoices, statements, credits and utilizations.
5. Prior to the execution of a contract the contractor will provide the State the names and contact information for a primary and a secondary representative who will be responsible for the following: contract administration, receiving and process orders for all centers, ensuring on-time delivery and resolving any supply discrepancies, and be available on a daily basis for the State Food Service Supervisors and Office of Purchasing and Contracting. Contractor may be expected to participate in a Food Service Supervisor's meetings when requested.
6. Contractor must be willing to deliver to any or all parties indicated on the attached list of "Facilities & Interested Parties.
7. Price list will be submitted every Friday for the following week orders. Meat price lists is supplied by the contractor to parties indicated on attached list of "Facilities & Interested Parties." The list contains the meat and meat products currently in use in 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 emailed 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 Office of Purchasing & Contracting by email or fax. As many items on the Meat Price Lists as possible must be bid and listing shall be submitted directly by vendor to each facility with a copy to the Office of Purchasing and Contract. Effective date of price list will be Monday through Sunday. Vendor shall submit price list by the Friday before the effective date commences (the following Monday) to allow time for

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receipt of the lists by Agencies. It is the vendor's responsibility to keep sufficient copies of the "Blank" bid sheet, as this shall be the list which will be accepted for pricing at the time during the contract period unless otherwise approved by the Office of Purchasing and Contracting.

8. Contractor must 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 product situations may be basis for cancelation of contractor 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 and 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 or partial fills made by contractor must be reported by the Food Service Supervisor by email or fax to the Office of Purchasing and Contracting. Contractors are to indicate all "out of stock", "partial fills" and "substitutes" on their invoices.

9. Contractor shall provide Grade A, First Quality, label brand. If contractor must change label brand, a written notification must be forwarded to the Office of Purchasing and 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 nature tested by the Vermont Department of Agriculture, or State Health Department.

Fill rate is to be 98% minimum of each item requested. Vendors are to indicate food produced and packed in Vermont.

10. The State will work with the contractor 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 invoices. Contractor is to include their proposed policy for overdue invoices in their response. As noted in the invoice paragraph disputed and un-reconciled invoices are not to be considered past due.
11. Any claim of product delivery that is unusable (damaged, rotten, inedible, and unacceptable substitution, etc.) shall be resolved within three (3) days.
12. Invoicing in accordance with the contract is essential for timely payments to the vendor. Selected vendor 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 item **shall not be comingled** on the same invoice. Invoices to be rendered by vendor to each individual facility responsible for the order. Successful vendor shall be responsible for showing the ordering facility, contractor's product number, date of order, unit and extension prices on all invoices. Substituted items must be reflected on invoices at the contract price. If invoice reflects a higher price for items or substitutes a higher price, the

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contractor's invoice will be cut-back 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 vendor will be expected to reissue a corrected invoice to the facility. It will be the vendor's responsibility to ensure correct pricing. The vendor is advised the invoices with discrepancies will take longer to process and the state shall not be held responsible.

13. The State reserves the right to conduct in-depth contract price audits throughout the contract period.
14. The State upon request has the right to add an additional facility with a 30 day written notice or remove a facility with a 60 day written notice.
15. Contractor must become familiar with Food Service operations in Correctional and Hospital settings and food service concept on which they are based.
16. 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.
17. **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.

The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.

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

Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.

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.

18. **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.

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19. **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.

20. **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.

21. **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:

a. ***For the Contractor:***

Name: Teresa Reed
Phone: 802-288-5030
Email: Teresa.reed@pfgc.com

b. ***For the State:***

Name: State of Vermont, Deb LaRose
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/249-2817
Fax: 802/828-2222
Email: Deborah.larose@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. (The language needs to be revised to instead establish Contractor obligation re: discounts.)
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. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.

Price list will be submitted every Friday for the following week orders. Meat price lists is supplied by the contractor to parties indicated on attached list of "Facilities & Interested Parties." The list contains the meat and meat products currently in use in 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 emailed 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 Office of Purchasing & Contracting by email or fax. As many items on the Meat Price Lists as possible must be bid and listing shall be submitted directly by vendor to each facility with a copy to the Office of Purchasing and Contract. Effective date of price list will be Monday through Sunday. Vendor shall submit price list by the Friday before the effective date commences (the following Monday) to allow time for receipt of the lists by Agencies. It is the vendor's responsibility to keep sufficient copies of the "Blank" bid sheet, as this shall be the list which will be accepted for pricing at the time during the contract period unless otherwise approved by the Office of Purchasing and Contracting.

5. Contractor shall submit invoice(s) to the facility ordering product.

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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, 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.

**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>.