

# State of Vermont

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

# CONTRACT



**Vendor ID 0000371621**  
**Crystal Rock - DS Services of America,**  
**PO Box 660579**  
**Dallas TX 75266-0579**  
**USA**

<b>Contract ID</b> 0000000000000000000000000036899		Page 1 of 2
<b>Contract Dates</b> 08/06/2018 to 04/30/2020		<b>Origin</b> CPS
<b>Description:</b> CPS-DRINKING WATER & DISPENSER		<b>Contract Maximum</b> \$271,524.64
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		3 GALLON BOTTLE DRINKING WATER	EA	2.39000	0.00	0.00
2		5 GALLON BOTTLE DRINKING WATER	EA	2.99000	0.00	0.00
3		INITIAL BOTTLE DEPOSIT (AMOUNT TO BE REFUNDED UPON RETURN OF BOTTLE)	EA	5.00000	0.00	0.00
4		HOT AND COLD WATER DISPENSER, MONTHLY RENTAL	EA	0.99000	0.00	0.00
5		COLD WATER DISPENSER, MONTHLY RENTAL	EA	0.89000	0.00	0.00
6		HAND PUMP FOR BOTTLED DRINKING WATER	EA	19.99000	0.00	0.00
7		DISPENSER WATER, LOST OR DAMAGED	EA	125.00000	0.00	0.00
8		CUPS, WATER, PACK OF 100	EA	3.99000	0.00	0.00
9		DISPENSER, FOR ABOVE CUPS	EA	0.01000	0.00	0.00
10		BOTTLE HOLDERS	EA	0.01000	0.00	0.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

1. Parties. This is a contract for services between the State of Vermont, (hereinafter called "State"), and Crystal Rock, with a principal place of business in Dallas, TX, (hereinafter called "Contractor"). Contractor's form of business organization is an 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 Bottled Drinking Water and Dispensers. 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 \$271,524.64

4. Contract Term. The period of contractor's performance shall begin on August 6, 2018 and end on April 30, 2020.

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 for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

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

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12/15/2017)						

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 C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

**Sales Point of Contact Information**

Customer Care Agents are available Monday through Friday 8:00 a.m. - 9:00 p.m. EST and Saturday 9:00 a.m. - 6:00 p.m. EST.  
Email: crystalrock@dsservices.com  
Phone: 800-525-0070

**For New Accounts**

Anthony Baza-Fainn | Key Account Manager  
Email: abaza-fainn@dsservices  
Phone: (Mobile) 470-629-2507 | (Office) 770-984-6948

If you have any questions regarding this document please contact:

Deb LaRose, Purchasing Agent,  
Telephone 802-828-4635  
Fax 802-828-2222  
Email: Deborah.larose@vermont.gov

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

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_