

State of Vermont

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

CONTRACT



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

Phone #:

Contract ID 00000000000000000000000033904	Page 1 of 5
Contract Dates 07/01/2017 to 06/30/2019	Origin CPS
Description: CP-FOOD REPLENISHMENT	Contract Maximum \$9,999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635
Contract Status Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FOOD REPLENISHMENT PRODUCTS TO BE PURCHASED IN ACCORDANCE WITH SPECIFICATIONS FOR FOOD REPLENISHMENT PROGRAM.	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 PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

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.

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

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.

AVAILABILITY: DELIVERIES MAY BE WEEKLY OR BIWEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. CONTRACTOR MUST CONTACT THE FOOD SERVICE SUPERVISOR TO SET UP DELIVERY SCHEDULE FOR THEIR FACILITY. IF A CONTRACTOR NEEDS A CHANGE IN DELIVERY SCHEDULE THEY MUST CONTACT THE FOOD SERVICE SUPERVISOR AT LEAST 48 HOURS BEFORE THE SCHEDULED DELIVERY.

DELIVERIES: ALL DELIVERIES ARE TO BE MADE IN THREE (3) COMPARTMENT TRUCKS SECTIONED INTO FROZEN, DRY AND REFRIGERATED. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY.

PRICES ON THIS CONTRACT MUST BE FIRM UNTIL JULY 1, 2017. After JULY 1, 2017 THE CONTRACTOR WILL BE ALLOWED TO MAKE PRICE CHANGES USING THE SAME FORMULA (COST PLUS FIXED CASE FEE) THAT ARE LISTED ON THE CONTRACT. NEW PRICING FOR THE FIRST TWO CALENDAR MONTHS ARE DUE ON JUNE 26, 2017 AND ARE DUE TO THE OFFICE OF PURCHASING & CONTRACTING ELECTRONICALLY 5 WORKING DATES BEFORE THE NEXT (TWO CALENDAR MONTHS) PRICING GOES INTO EFFECT THERE AFTER.

THE COST WILL BE THE CONTRACTORS DELIVERED INVOICE COST TO THE CONTRACTOR'S FACILITY WHEN THE TWO MONTH PRICING IS ISSUED. ALL PRICING TO THE USER OF THIS CONTRACT WILL BE F.O.B. DELIVERED.

"COST" OF A PRODUCT IS SELLER'S INVOICE COST FROM THE MANUFACTURER OR SUPPLIER OF THE PRODUCT ("MANUFACTURER"), PLUS APPLICABLE FREIGHT, LESS ANY PROMOTIONAL ALLOWANCES REFLECTED ON THE MANUFACTURER'S INVOICE AND DESIGNATED FOR THE END USER. COST IS NOT REDUCED BY CASH DISCOUNTS FOR PROMPT PAYMENT. COST IS ALSO NOT REDUCED FOR PAYMENTS SUCH AS PERFORMANCE-BASED INCENTIVES, OR FEES SELLER RECEIVES FROM A MANUFACTURER FOR MARKETING, FREIGHT MANAGEMENT, WAREHOUSING, DISTRIBUTION, QUALITY ASSURANCE OR OTHER SERVICES.

A SINGLE FIXED CASE FEE APPLIES TO EACH CASE. THE FIXED CASE FEE WILL REMAIN FIRM FOR THE DURATION OF THE CONTRACT. CONTRACTORS ARE TO EXPLAIN WHAT HAPPENS TO FIXED CASE FEE WHEN A FACILITY PURCHASES A SPLIT CASE QUANTITY FOR A PRODUCT (I.E. SPICES).

THE FEE OF \$1.50 PER CASE WILL BE ADDED TO ALL FULL CASE ITEMS PURCHASED FROM CONTRACTOR.

THE PRICE OF SPLIT ITEMS WILL BE DETERMINED AND CHARGED BY DIVIDING THE FULL CASE PRICE BY THE NUMBER OF UNITS IN THE CASE.

THE FEE OF \$1.50 PER CASE WILL BE ADDED TO ALL FULL CASE ITEMS PURCHASED FROM CONTRACTOR INCLUDING ITEMS THAT ARE NOT LISTED ON THE CONTRACT.

CONTRACTOR AGREES TO FORWARD ON TO THE STATE FACILITIES ANY ALLOWANCES SPECIALS OR PROMOTIONS.

ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING WITH STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE. PRODUCTS ARE TO BE FIRST QUALITY - GRADE A, UNLESS OTHERWISE SPECIFIED. CONTRACTORS ARE TO INDICATE FOOD PROCESSED OR PACKED IN VERMONT.

THE STATE SHALL HAVE THE RIGHT AT ALL TIME TO INSPECT THE CONTRACTOR'S WAREHOUSES AND TRUCKS. THE INSPECTION WILL BE BY THE STATE OR REPRESENTATIVES OF THE STATE AS APPOINTED BY THE OFFICE OF PURCHASING & CONTRACTING. 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.

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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.

THE CONTRACTOR WILL PROVIDE THE STATE THE NAMES AND CONTACT INFORMATION FOR A PRIMARY AND SECONDARY REPRESENTATIVE WHO SHALL BE RESPONSIBLE FOR FOLLOWING THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FOR ALL CENTERS, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BE AVAILABLE ON A DAILY BASIS TO THE STATE FOOD SERVICE SUPERVISORS AND OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR SHALL PARTICIPATE IN FOOD SERVICE SUPERVISOR'S MEETINGS, AS REGULARLY SCHEDULED BY THE STATE.

CONTRACTOR SHALL DELIVER TO ALL PARTIES INDICATED ON THE ATTACHED LIST OF FACILITIES & INTERESTED PARTIES.

FOOD PRICE LIST CONTAIN FOOD PRODUCTS CURRENTLY IN THE FACILITIES AND AS AGREED UPON BY ALL PARTIES, FOR USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THIS LIST REMAIN FIRM THROUGH THE CONTRACT PERIOD. PRODUCT ADDITIONS AND DELETIONS REQUIRE PRIOR APPROVAL. NOTIFICATION OF ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE OFFICE OF PURCHASING & CONTRACTING. FOOD SERVICE SUPERVISOR AT EACH FACILITY AND INTERESTED PARTIES SHALL RECEIVE THE NEW PRICE LIST AT LEAST 5 WORKING DAYS PRIOR TO THE NEXT TWO CALENDAR MONTH PERIOD. LIST MUST SHOW EFFECTIVE DATE OF PRICING. ONCE CONTRACTOR HAS MAILED THE NEW LIST TO ALL INTERESTED PARTIES, PRICES WILL REMAIN FIRM AND NO PRICE CHANGES ALLOWED DURING THE TWO CALENDAR MONTH PERIOD.

PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACES THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICED AT POINT OF ORDER. THE PRICE LIST MUST REFLECT CONTRACTOR'S PRODUCT NUMBER IN NUMERICAL ORDER.

CONTRACTOR SHALL E-MAIL ONE COPY OF THE FOOD LIST AND PRICING TO THE OFFICE OF PURCHASING AND 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 SITUATIONS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHANGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCTS ELSEWHERE.)

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATION AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY, ETC. 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 ALTERNATE SOURCES. 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 E-MAIL OR FAX TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTORS SHALL INDICATE ALL "OUT OF STOCK", "PARTIAL FILLS" AND "SUBSTITUTES" ON THEIR INVOICES.

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 THE 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.

PERFORMANCE MEASURES: A 10% PENALTY MAY BE IMPOSED ON CONTRACTOR THAT HAS CONTINUAL (TWO OR MORE MONTHLY) LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99% PER MONTH; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY DATE OF THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE MAY BE REVIEWED IN PERIODIC CONTRACT REVIEWING BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

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CONTRACTOR SHALL INFORM THE OFFICE OF PURCHASING & CONTRACTING OF ANY PRODUCTS PRODUCED OR PACKED IN VERMONT. CONTRACTOR IS ENCOURAGED TO SEARCH OUT ANY PRODUCT THAT CAN BE USED IN THE INSTITUTIONAL ENVIRONMENT THAT IS PRODUCED OR PACKED IN VERMONT.

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 PAST DUE INVOICES. AS NOTED IN THE INVOICE PARAGRAPH DISPUTED AND UN-RECONCILED INVOICES ARE NOT TO BE CONSIDERED PAST DUE.

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

INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENT TO THE CONTRACTOR. 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 ITEMS SHALL NOT BE COMMINGLED ON THE SAME INVOICE. CONTRACTORS SHALL EITHER INVOICE NON-CONTRACT ITEMS ON A SEPARATE INVOICE OR AT THE BOTTOM OF THE INVOICE FOR CONTRACT ITEMS. INVOICES TO BE RENDERED BY THE CONTRACT TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. CONTRACTOR IS 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, THE CONTRACTOR'S INVOICE WILL BE CUTBACK TO THE PRICE TO THE PRICE AT THE TIME OF THE ORDER., HOWEVER, IF THE PRICE IS LOWER THAN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THAN A QUARTER OF THE ITEMS ON THE INVOICES 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 CONTRACT IS ADVISED THAT 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 AUDITS THROUGHOUT THE CONTRACT PERIOD.

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 NOTICE.

CONTRACTOR'S CONTACT INFORMATION:
AMY MAYNARD, CUSTOMER SERVICE MANAGER,
TELEPHONE 800-288-5037
E-MAIL: Almaynard@rfsdelivers.com

MARK BERRY WILL BE THE CONTACT FOR ALL OTHER:
OFFICE 802 288-5079
CELL: 802-249-9703
FAX 802-288-5052
EMAIL: Maberry@rfdelivers.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

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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: _____