

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000167378**  
**Earth Waste Systems**  
**49 Wales Street Ste #1**  
**PO Box 68**  
**Rutland VT 05702**  
**USA**

<b>Contract ID</b> 000000000000000000021840		<b>Page</b> 1 of 3
<b>Contract Dates</b> 12/01/2012 to 12/01/2016		<b>Origin</b> CPS
<b>Description:</b> CPS-SCRAP METAL REMOVAL SVS.		<b>Contract Maximum</b> \$0.00
<b>Buyer Name</b> Smith, Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SCRAP AND ALUMINUM METAL REMOVAL SERVICES	EA	0.01000	0.00	0.00

## CONTRACT TERMS AND ADDITIONAL INFORMATION

### STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and New England Quality Services, Inc d/b/a Earth Waste Systems, with its principal place of business in Rutland, VT, (hereafter called "Contractor"). It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
  - Subject Matter and Project Location.** The subject matter of this contract is services generally on the subject of Scrap Metal Removal Services. Detailed services to be provided by the contractor are described in Attachment A.
  - Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$0.00.
  - Contract Term.** The period of contractor's performance shall begin on December 1, 2012 and end on December 1, 2014 with an option to review for two additional one (1) year periods upon mutual agreement of both parties.
  - Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
    - Approval by the Attorney General's Office is required.
    - Approval by the Secretary of Administration is not required.
    - Approval by the CIO/Commissioner DII is not required.
  - Amendment.** This agreement represents the entire agreement between the parties; 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.
  - Cancellation.** This contract may be canceled by either party by giving written notice at least ten (10) days in advance.
- 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.
- 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
- Vermont State Colleges.** This contract is also available for use by the University of Vermont and the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.
  - Towns and schools of the State of Vermont:** This contract is also available for use by political subdivisions and independent colleges of the state may participate in state contracts at the same prices, terms and conditions. Items furnished to political subdivisions and independent colleges will be billed directly to and paid for by the political subdivisions or independent colleges and neither the state nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility for these payments. 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.
  - Attachments.** This contract consists of 6 pages including the following attachments which are incorporated

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herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 11/07/12)

11. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

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

12/8/2014 - AMENDMENT #01

THE FOLLOWING CHANGES ARE INCORPORATED INTO THIS CONTRACT AMENDMENT #01:

CONTRACT EXTENDED FOR A ONE YEAR PERIOD TO DECEMBER 1, 2015 AT THE SAME PRICES, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

10/27/2015 - AMENDMENT #02

THE FOLLOWING CHANGES ARE INCORPORATED INTO THIS CONTRACT AMENDMENT #02:

CONTRACT EXTENDED FOR A ONE YEAR PERIOD TO DECEMBER 1, 2016 AT THE SAME PRICES, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

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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: \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF WORK: SCRAP METAL REMOVAL SERVICES

Contractor shall provide all supervision, labor, materials and equipment and collection units necessary for the pick-up, removal, disposal and sale of state owned scrap metal at various locations around the State of Vermont.

Services locations currently authorized under this agreement include the following. For all other service locations under this agreement, contractor must receive proper authorization from customer in writing prior to providing equipment, supplies and/or services under this agreement.

- BGS Surplus Property Division – 438 US Route 2, Ste 2, Waterbury, VT 05671
  - BGS Maintenance Division - 135 State Street, Montpelier, VT 05633
  - BGS Maintenance Division – 103 South Main Street, Waterbury, VT 05676
  - VT Agency of Transportation, Central Garage, 1756 US Rte 302, Berlin, VT 05602
1. Scrap metal will be mixed and unsorted when collected.
  2. If prohibited items are not removed, the load will be rejected and the appropriate regulatory agency may be notified. Prohibited items include:
    - Batteries or pieces of batteries (including battery terminal connectors).
    - Gas tanks, propane bottles, air bag canisters, or gas cylinders.
    - Tires.
    - Any cans or other containers containing oil, brake fluid, antifreeze, lead additives or other fluids.
    - Garbage, rags, paper and other debris.
    - Fluorescent light ballasts, capacitors, wet or dry transformers, or any other materials which may contain PCB's.
    - Refrigerants, including but not limited to chlorofluorocarbons (cfc's) and hydrochlorofluorocarbons (hcfcs), (refrigerants must be properly recovered, not vented).
    - Any radioactive material or radioactive containment materials.
    - 55 gallon drums must have one end removed and no residue.
    - Cable.
    - Mercury.
  3. Contractor will provide at a minimum, a 20 cubic yard roll-off bin for the collection of scrap metal, at no charge to the customer, unless otherwise stated in their bid.
  4. Contractor may provide a separate bin for aluminum scrap, at no charge to the customer unless otherwise stated in their bid.
  5. Contractor will pick-up bin within one week of notification by the customer.
  6. Contractor will replace full bin with empty bin upon pick-up.
  7. Contractor shall dispose of scrap metal in accordance with all Federal and State Laws.

8. Contractor shall possess a valid Solid Waste Transporter Permit in accordance with 10 V.S.A. §6607.
9. 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. The state reserves 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:
  - 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
10. 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.

11. Vendor Contact Information:

Sharon Herbert  
Operations Manager  
Tel: 802-775-7722  
Fax: 802-786-9070  
Email: sherbert@earthwastesystems.com

## ATTACHMENT B

### PAYMENT PROVISIONS: SCRAP METAL REMOVAL SERVICES

1. Contractor will dispose of scrap metal and pay the customer a percentage of scrap metal revenue generated as specified in the contract, based on AMM Index Posting Pricing for the Boston "export yard buying price" for mixed and unsorted scrap iron and steel, "No. 2, heavy melt, low side price and the Boston "consumer buying prices" for Presorted Aluminum shall be, "Aluminum mixed clips", low side price on the date of pickup. No other rebate structure will be allowed.
2. Scrap Metal Removal Services: Contractor will rebate customer 70.2% of AMM Index Posting for the Boston Export Yard Buying Pricing for mixed and unsorted scrap iron and steel, #2, heavy melt price for scrap metal removed from site. There are no charges to the State of Vermont for hauling or containers.
3. Aluminum Scrap Metal Removal Services: Contractor will rebate customer 108% of AMM index posting for the Boston Consumer Buying Prices for aluminum mixed clips, low side price for scrap aluminum removed from site. There are no charges to the State of Vermont for hauling or containers.
4. Rebate Payment Package Shall Include:
  - Rebate package shall be done on the basis of each pick up completed.
  - Rebate check (all payments shall be made by company or bank check, no cash).
  - Weigh slips for each commodity weighed (statement of hauling).
  - Statement on company letterhead clearly showing the quantity in gross tons or lbs, #2 bundle or aluminum.
  - Statement will also show any miscellaneous items picked up (i.e. Freon appliance) and the fee charged or the Rebate given on behalf of the item.
  - Date, state agency and physical location where the pick-up was located.
  - Contract price per GT or LB (depending on commodity) for rebate.
  - A copy of the AMM Index Postings for the date of pick up and all relative commodities to support the transaction value.
  - Gross, tare and net weights.
  - Adjustment/reason.
  - Description of itemized item picked up (i.e. cars).
5. Contractor will include a Statement of Hauling with the payment to the customer.
6. Contractor will include a copy of the AMM Index Posting for the date of pickup to support the transaction value.
7. Payment is to be made within thirty days of the date of scrap metal removal from customer's site.
8. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by the Contractor. All invoices must have the contract number on the invoice.

9. The quoted schedule of rates will remain in effect for the initial contract period of one year. There will be no adjustments for fuel or other costs which are subject to change.
10. Contractor shall submit invoice to the following address:

State of Vermont  
Office of Purchasing & Contracting  
Department of Buildings and General Services  
10 Baldwin Street  
Montpelier, VT 05633-7501  
Attn: Steve Smith  
802-828-4681

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **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 the 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

10. **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

Contractor 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.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.

**12. 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.

**13. 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 the 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.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

- 15. 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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. 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>
- 19. Certification Regarding Use of State Funds:** In the case that 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.

(End of Standard Provisions)