

# State of Vermont

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

# CONTRACT



**Vendor ID 0000340616**  
**Tradebe Environmental Services, LLC**  
**1301 West 22nd Street, STE-500**  
**Oak Brook IL 60523**  
**United States**

<b>Contract ID</b> 0000000000000000000028338	<b>Page</b> 1 of 2
<b>Contract Dates</b> 05/01/2015 to 04/30/2017	<b>Origin</b> CPS
<b>Description:</b> CPS-HAZARDOUS WASTE DISPOSAL	<b>Contract Maximum</b> \$150,000.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #: (203) 238-8153**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		HAZARDOUS WASTE DISPOSAL PER ATTACHED SHEETS	EA	0.01000	0.00	0.00

## CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT Contract # 28338  
STANDARD CONTRACT FOR SERVICES

- Parties. This is a contract for services between the State of Vermont, (hereafter called "State"), and Tradebe Environmental Services, LLC., with the principal place of business in Oak Brook, IL, (hereafter called "Contractor"). Contractor's form of business organization is Limited Liability Company. 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. The subject matter of this contract is services generally on the subject of Emergency Response and Hazardous Waste Disposal. 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 \$150,000.00.
- Contract Term. The period of contractor's performance shall begin on May 1, 2015 and end on April 30, 2016, with an option to renew for three (3) additional one (1) year periods.
- 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.
- 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 30 days in advance.
- Attachments. This contract consists of twenty-seven (27) pages including the following attachments which are incorporated herein:
  - Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment B1 - Price List (12 pages)
  - Attachment C - Standard State Provisions for Contracts and Grants' a preprinted form (revision date 3/1/2015)
  - Attachment D - Commodity Terms and Conditions (revision date 11-10-2010)
- 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 D
  - (4) Attachment A
  - (5) Attachment B
  - (6) Attachment B1

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

COMPANY CONTACT:

# State of Vermont

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

# CONTRACT



**Vendor ID 0000340616**  
**Tradebe Environmental Services, LLC**  
**1301 West 22nd Street, STE-500**  
**Oak Brook IL 60523**  
**United States**

<b>Contract ID</b> 0000000000000000000028338		Page 2 of 2
<b>Contract Dates</b> 05/01/2015 to 04/30/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-HAZARDOUS WASTE DISPOSAL		<b>Contract Maximum</b> \$150,000.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: (203) 238-8153**

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

David Holmgren  
Phone: 219-354-2435  
Fax: 219-354-6411  
Email: northeastcontractsgroup@tradebe.com

DATE: February 25, 2016

AMENDMENT #: 1

SUBJECT: Hazardous Waste Disposal

Contract #28338, entered into by the State of Vermont, and by Tradebe Environmental Services, LLC is amended as follows:

1. Contract Term. The end date of Contract # 28338 wherever such references appear in said contract and its attachments, is changed from 04/30/2016 to 04/30/2017.
2. Attachment B, Payment Provisions. The payment provisions of Contract # 28338 are amended as follows: Material and Service (Collection and Disposal) cost increase of 4% across all categories.
3. Taxes Due to the State. Contractor further 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.

All other terms and conditions of Contract # 28338 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 28338 in its entirety and agrees to be bound by the provisions enumerated therein.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@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: \_\_\_\_\_

**STATE OF VERMONT  
ATTACHMENT A  
SCOPE OF WORK  
HAZARDOUS WASTE DISPOSAL**

All work performed on this contract shall be scheduled by the affected agency. The agency contact shall work closely with the contractor and the agency requiring the services to ensure all work is completed in a satisfactory manner and will be performed on a regular Monday through Friday schedule. If an occasion arises which would require work to be performed after normal working hours or on a Saturday, Sunday or Holiday the contact person must be notified. This contract is to be utilized for Hazardous Waste Removal on an as needed basis.

**DETAILED REQUIREMENTS:** The purpose of this service is for sampling and analysis of hazardous waste streams, hazardous waste containerization, collection, proper labeling, manifesting, transport and disposal from various locations throughout the State of Vermont.

The following principle activities are anticipated by the Contractor in support of this contract:

- Hazardous waste sampling and analysis.
- Waste stream characterization, and definition of each applicable EPA ID Code.
- Properly and accurately develop the applicable Hazardous Waste Manifest, as required by the State of Vermont, and federal laws.
- Provide appropriate Department of Transportation Containers to contain and ship hazardous waste. This shall include providing all the proper labels to meet DOT and EPA Regulations for the safe handling and shipping.
- Ensure proper handling of containers and waste so as not to create a potential for spillage and environmental contamination.
- Personnel conducting waste sampling, handling and disposal shall be properly trained, qualified, and equipped to conduct hazardous waste spill response activities. All personnel conducting waste collection shall meet the minimum criteria contained in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.
- Safely transport and dispose of all wastes at an approved hazardous waste disposal location, meeting the requirements contained in 40 CFR 265.
- The Contractor is required to submit to the State of Vermont all appropriate documentation to validate the entire process from time of material pickup to ultimate disposal.
- **Hazardous Material Collection and Disposal:** The primary waste streams anticipated to be supported by the Contractor are from the following sources:
  - Automotive wastes
  - Flammable liquids
  - Halogenated and non-halogenated organic solvents
  - Paint and paint products
  - Acid, alkaline and aqueous solutions with heavy metals
  - Lab pack pesticides/herbicides and other chemicals
  - Aerosol cans
  - Liquid oxidizers and solid bulk oxidizers

- Liquid mercury and mercury saturated articles
- Vinyl asbestos tile or other conditionally exempt asbestos containing materials
- Soil contaminated with petroleum hydrocarbons
- Soil contaminated with solvents
- Soil contaminated with heavy metals other than mercury
- Debris contaminated with chemicals
- Heavy metal bearing solids
- Propane tanks
- Unknown compressed gases
- Hazardous sludge
- PCB contaminated materials
- Low-level radiological waste
- Batteries (nickel/cadmium;lead)
- Lab pack non-compatible chemicals
- Regulated drugs
- Mercury containing wastes
- Other unknown chemicals

- 1.1. **Waste Collection and Transport:** Contractor shall ensure that all waste materials are appropriately sorted, packed, collected from the State Facility and transported to an approved recycling, treatment or disposal facilities in accordance with all applicable regulations. Pick-up shall be scheduled within five business days of notification.
  - 1.1.1. Contractor is responsible for notifying the requesting Agency 24 hours prior to pick-up to confirm scheduled pick-up time or request a change.
  - 1.1.2. Contractor is responsible for preparing all required shipping papers for the transport of item under the contract
  - 1.1.3. Contractor is responsible for classifying package or repackaging waste as necessary in DOT approved shipping containers.
  - 1.1.4. Contractor is responsible for providing appropriate labels to meet shipping requirements.
  - 1.1.5. Contractor is responsible for loading containers with contractor provided equipment and labor
  - 1.1.6. Contractor is responsible for transport of waste to designated facilities
  - 1.1.7. Contractor is responsible for submitting itemized invoice.
  - 1.1.8. Contractor is required to provide a 24/7 toll-free phone number for placing orders and for answering questions about services provided.
- 1.2. **Identification of unknowns and management of abandoned waste:** The Contractor shall provide for profiling, identification, and the safe collection and disposal of abandoned hazardous waste or other unknown waste.
  - 1.2.1. Respond within 3 business days to calls for management of abandoned waste.

- 1.2.2. Wear appropriate PPE in accordance with all regulations.
- 1.2.3. Perform field chemical screen for unknown wastes.
- 1.2.4. Provide analytical services to characterize waste if field screenings are not sufficient.
- 1.2.5. Provide on-site sample collection services.
- 1.2.6. Repack or over pack the container in which it was found.
- 1.2.7. Move waste to a safe area for the time required for lab analysis.
- 1.2.8. Manifest and provide safe disposal of waste.
- 1.2.9. Provide lab data and any other relevant information to the requesting Agency.
- 1.2.10. Contractor shall provide a description of available field screening and in-house laboratory service and submit certification information for any contract laboratories used to perform analysis.

**1.3. Recycling and disposal services:**

- 1.3.1. Contract shall provide for the ultimate disposition of wastes at approved facilities through the following methods if appropriate:
  - Recycled
  - Reclaimed
  - Neutralized or treated
  - Fuel Blended
  - Incinerated
  - Landfilled
- 1.3.2. The contractor shall ensure that Receiving Facilities will recycle or reclaim; neutralize or treat; dispose of remaining waste material and send appropriate copies of all manifests back to the requesting facility within regulatory time limit.
- 1.3.3. The contractor shall send a certificate of recycling for all recycled materials to the requesting facility.
- 1.3.4. The contractor shall send a certificate of destruction for all non-recycled material to the requesting facility.
- 1.4. **Storage Containers:** Contractor shall provide all storage containers necessary for proper handling of hazardous materials, including but not limited to: 5 gallon pail, 30 gallon drum, 55 gallon drum, cubic yards boxes.
- 1.4.1. Contractor is required to respond within two hours of being contacted by the requesting Agency.
  - 1.4.1.1. Equipment and personnel will be on-site and ready to begin work within two hours.
- 1.4.2. Contractor shall provide a detailed description of available emergency response services and process for addressing emergency situations.

**1.5. Medical Waste Collection and Disposal:**

- 1.5.1. Contractor shall provide services for the following categories as defined with 40 CFR 259.30 and any amendments:
  - Cultures and Stocks of Infectious Agents and Associated Biologicals

- Human Blood and Blood Products
  - Contaminated Sharps
  - Isolation Waste
  - Unused Sharps
  - Residually Contaminated Materials
  - Animal and bird carcasses
- 1.5.2. At no added charge contractor shall provide a full service program to include all packaging supplies and labels, transportation, proper disposal and manifesting of a requesting facility's infectious waste in compliance with all Federal, State and Local regulations.
- 1.5.3. Contractor shall provide evidence of compliance with all Federal, State and Local regulations to include but not limited to samples of tracking system pick-up, transporting, disposing of medicals waste using a manifest system or similar system.
- 1.5.4. All transportation shall be in a properly permitted and licensed vehicle in accordance with all Federal, State and Local regulations.
- 1.5.5. Contractor shall transport medical regulated waste to a permitted and certified disposal location. Contractor shall furnish a copy of the certification for permitting disposal of medical waste with a contingency plan to eliminate any potential interruption of service. All locations will be identified.
- 1.5.6. Contractor shall pick-up between the hours of 8:00 AM- 3:00 PM Monday thru Friday.
- 1.5.7. Contractor shall identify current or proposed recycling methodologies that will be used to carry out their services under the contract.
- 1.6. **Permits:** Contractor shall provide documentation that the all applicable transporters and receiving facilities possess all Federal, State and Local permits and licenses necessary to provide the services required. Documentation shall include the dates and activities for which permits are valid, permit numbers, and the names of specific individuals at each regulatory agency that may be contact to discuss the permits.
- 1.7. **Contractor Responsible Spills:** The Contractor is solely responsible for any and all spills or leaks that arise out of their contract obligation and which occur as a result of or are contributed to by the actions of its agents and employees. The Contractor shall be responsible for clean-up of spills in accordance with applicable federal, state and local laws and regulations. The Contractor shall clean up and dispose of spill debris at no additional cost to the State or Agency.
- 1.8. **REPORTING REQUIREMENTS:** CONTRACTOR 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:

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

- 1.9. **Training.** Contractor shall provide an initial training on packaging, material classification, and storage associated with each startup within the State of Vermont staff. Contractor shall go over profiling requirements and treatment methods for materials being handled. The Account Manager and Regional Operations Manager will provide answers to technical questions as they come up and are available either through email or telephone.

Contractor also offers formal training on RCRA, DOT and OSHA requirements in both online and classroom situations. The online training is \$99.00 per person and the classroom rates will vary based on the specific training requested and class size.

**STATE OF VERMONT  
ATTACHMENT B  
PAYMENT PROVISIONS  
HAZARDOUS WASTE DISPOSAL**

**ATTACHMENT B: PAYMENT PROVISIONS**

The State shall pay the Contractor a not-to-exceed amount of \$150,000.00 for work identified in Attachment A, as follows:

1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services, dates, hours of work performed and rates of pay. Invoicing must also contain a detail of items and all cost for any allowable expenses.
2. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by Contractor.
3. Unless otherwise stated, this contract was issued on a time and materials basis, as such the following documentation is required in support of invoices. Contractor shall submit invoicing at completion of project to the Project Manager and shall include:
  - A numbered invoice.
  - Description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
  - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
  - Time frame indicated of when work was performed;
  - Contract number that the invoice is to be paid from;
4. 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.
5. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.
6. Any services outside of agreement shall not be allowed.
7. Contractor's invoicing must contain a detailed description of all work completed.
8. Payment Terms: Net 30. The State has 30 days from the date the state receives an invoice **with full and complete supporting documentation** to exercise its right to bill or credit adjustments made necessary by internal audits and quality assurance checks.

Contract# 28338

9. Contractor shall submit invoice with contract number to the applicable project manager using the contract.

**PRICE SCHEDULE  
HAZARDOUS MATERIAL COLLECTION & DISPOSAL**

The attached price schedule is for the following category/categories and District/Districts:

Emergency Response

Hazardous Waste Disposal

Universal Waste Disposal

AOT District 1	
AOT District 2	
AOT District 3	
AOT District 4	
AOT District 5	
AOT District 6	
AOT District 7	
AOT District 8	
AOT District 9	

For a map of the location of districts go to: <http://www.aot.state.vt.us/Maint/mainhome.htm>

Please note: AOT districts are being used for geographical reference only. Services may be required from any State agency within the District, not just AOT entities.

## PRICING SCHEDULE

### MATERIAL STORAGE CONTAINERS AND PACKING MATERIALS

Storage Container	Unit of Issue	Unit Price
5 Gallon Pail	EA	\$ 12.00
30 Gallon Drum	EA	\$ 40.00
55 Gallon Drum	EA	\$ 40.00
Cubic Yard Box	EA	\$ 85.00
80 Gallon over drum	EA	\$ 135.00

Packing Materials	Unit of Issue	Unit Price
Vermiculite	EA	\$ 25.00
Charcoal	EA	\$ N/A
	EA	\$
	EA	\$

**PRICE SCHEDULE  
HAZARDOUS MATERIAL COLLECTION & DISPOSAL**

Material Categories	Method of Disposal (e.g. recycling, reclamation)	Unit of Measure	Unit Price
Automotive Wastes	Recycle/Fuel Blend	55 DM	\$45.00
Flammable Liquids	Fuel Blending	55 DM	\$45.00
Halogenated & Non-Halogenated Organic Solvents	Fuel Blending	55 DM	\$85.00
Paint and Paint Products	Fuel Blending	per lb	\$0.89
Acid, alkaline and aqueous solutions with heavy metals	Treatment	55 DM	\$128.00
Lab pack pesticides/herbicides and other chemicals	Incineration	per lb	\$2.25 per lb Min \$88/5 gal pail
Aerosol cans	Fuel Blending	55 DM	\$203.00
Liquid oxidizers and solid bulk oxidizers	Treatment	30 DM	\$341.00
Liquid mercury and mercury saturated articles	Retort	per 5	\$313.00
Vinyl asbestos tile or other conditionally exempt asbestos containing materials	Landfill	55 DM	\$195.00
Soil contaminated with petroleum hydrocarbons	Landfill	55 DM	\$65.00
Soil contaminated with solvents	Incineration	55 DM	\$364.50
Soil contaminated with heavy metals other than mercury	Treatment	55 DM	\$128.00
Debris contaminated with chemicals	Recycling/solids distillation	55 DM	\$139.00
Heavy metal bearing solids	Treatment	55 DM	\$128.00
Propane Tanks	Recycle/Fuel Blend	hand held cylinder	\$10.00
Unknown compressed gases			case-by-case
Hazardous sludge	Landfill	55 DM	\$85.00
PCB contaminated materials	TSCA Landfill	55 DM	\$300.00
Low level radioactive materials			case-by-case

## HAZARDOUS WASTE COST ESTIMATES

Please provide the following cost estimates for your services using the examples provided.

ESTIMATE #1: Project to collect, label, transport and dispose of a 55-gallon drum containing 20% perchloroethylene located in Newport Vermont.

Collect, label and manifest	\$ <u>472.50</u> drum
Disposal	\$ <u>85.00</u> drum
Total	\$ <u>557.50</u>

ESTIMATE #2: Sample and analyze for metals and volatile organic compounds using the TCLP procedure and one 55-gallon drum located in Newport Vermont. Please define your sample procedure and equipment and indicate cost associated with the entire process.

Sample and analyze	\$ <u>1,205.00</u> drum
Collect, label and manifest	\$ <u>512.50</u> drum
Disposal	\$ <u>128.00</u> drum
Total	\$ <u>1,845.50</u>

ESTIMATE #3: Define sample costs for a full waste characterization to include ignitability, reactivity, corrosivity, and toxicity. US EPA TCLP protocols will be followed to fully define toxicity. Please provide your standard sampling process/procedure manual.

If applicable, when would the cost per sample vary? Please define and provide alternate sample costs.

\$ 855.00

## Medical Waste Collection and Disposal

Region	Containers	Cubic Foot Boxes	Other
AOT District 1	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 2	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 3	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 4	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 5	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 6	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 7	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 8	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 9	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A

\$305.00 minimum per 4.5 cubic foot box

All pricing includes transportation and services for Medical/Infectious Regulated Waste Collection and Disposal.

## PRICING SCHEDULE

### Transportation Charges

the maximum shipping charge for the collection and transportation for quantity of items listed. These prices will include all costs associated with drivers and trucks.

Region	Quantity		
	1-5 Items	6-10 Items	Over 10 Items
AOT District 1	\$250.00 minimum	\$250.00 minimum	\$25.00/drum
AOT District 2	\$250.00 minimum	\$250.00 minimum	\$25.00/drum
AOT District 3	\$350.00 minimum	\$350.00 minimum	\$35.00/drum
AOT District 4	\$250.00 minimum	\$250.00 minimum	\$25.00/drum
AOT District 5	\$395.00 minimum	\$395.00 minimum	\$39.50/drum
AOT District 6	\$350.00 minimum	\$350.00 minimum	\$35.00/drum
AOT District 7	\$275.00 minimum	\$275.00 minimum	\$27.50/drum
AOT District 8	\$450.00 minimum	\$450.00 minimum	\$45.00/drum
AOT District 9	\$350.00 minimum	\$350.00 minimum	\$35.00/drum

the above transportation rates do not include fuel surcharge.

## HOURLY LABOR RATES

For labor rates above and beyond normal duties of transporting waste, such as packing or repacking, waste materials etc. Labor charges should not include time required to load pre-packed drums or transferring materials from tanks to collection vehicle.

		<b>Hourly Labor Rate</b>
Monday – Friday	7:45 AM to 4:30 PM	\$ 50.00
Monday – Friday	After 4:30 PM	\$ 75.00
Saturday or Sunday	7:45 AM to 4:30 PM	\$ 75.00
Saturday or Sunday	After 4:30 PM	\$ 95.00
Overtime Rates	Over 8 hours	\$ 75.00
State Holidays		\$ 95.00

Testing, handling and removal services	Cost
1. Waste profiling for abandoned waste	\$ 250.00 each
2. Sample mobilization origination Newington, NH	\$ 2.25 per mile
3. Hazardous categorization of abandoned drums	\$ 50.00
4. PCBs	\$ 60.00
5. TCLP metals	\$ 125.00
6. Full TCLP	\$ 795.00
7. PH	\$ 10.00
8. TCLP volatiles	\$ 225.00
9. Flash Point	\$ 25.00

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	55-Gallon Metal Open Top	55MOH	\$35.00
Tradebe Environmental Services, LLC	55-Gallon Metal Closed Top	55MCH	\$35.00
Tradebe Environmental Services, LLC	55-Gallon Poly Open-Top	55POH	\$60.00
Tradebe Environmental Services, LLC	55-Gallon Poly Closed-Top	55PCH	\$55.00
Tradebe Environmental Services, LLC	85-Gallon Over-Pack	85MOH	\$175.00
Tradebe Environmental Services, LLC	95-Gallon Over-Pack	95POH	\$195.00
Tradebe Environmental Services, LLC	30-Gallon Metal Open Top	30MOH	\$55.00
Tradebe Environmental Services, LLC	30-Gallon Metal Closed Top	30MCH	\$50.00
Tradebe Environmental Services, LLC	30-Gallon Poly Open Top	30POH	\$50.00
Tradebe Environmental Services, LLC	30-Gallon Poly Closed Top	30PCH	\$50.00
Tradebe Environmental Services, LLC	15-Gallon Metal Open-Top	15MOH	\$48.00
Tradebe Environmental Services, LLC	15-Gallon Metal Closed-Top	15MCH	\$45.00
Tradebe Environmental Services, LLC	15-Gallon Poly Open-Top	15POH	\$45.00
Tradebe Environmental Services, LLC	15-Gallon Poly Closed-Top	15PCH	\$40.00
Tradebe Environmental Services, LLC	5-Gallon Poly Open-Top	5POH	\$16.00
Tradebe Environmental Services, LLC	DOT-Exemption Pack	DOTe	\$35.00
Tradebe Environmental Services, LLC	PIH Pack	PIHP	\$50.00
Tradebe Environmental Services, LLC	Vermiculite	Verm	\$22.00
Tradebe Environmental Services, LLC	5-Gallon Metal Open-Top	5MOH	\$22.00
Tradebe Environmental Services, LLC	BOOM - 5" X 10' (B5) - each	B5	\$90.00
Tradebe Environmental Services, LLC	BOOM - 8" X 10' (B8) - each	B8	\$120.00
Tradebe Environmental Services, LLC	OIL BONDED PADS - DOUBLE WT, 15" X 19" (BP12W) - each	BP12W	\$60.00
Tradebe Environmental Services, LLC	OIL FINE FIBER PADS - DOUBLE WT, 15" X 19" (FFP12W) -each	FFP12W	\$75.00
Tradebe Environmental Services, LLC	OIL STANDARD PADS - DOUBLE WT, 15" X 19" (P12W) - each	P12W	\$65.00
Tradebe Environmental Services, LLC	RAGS - each	Rags	\$85.00
Tradebe Environmental Services, LLC	SPEEDY DRY - Bag	Speed Dry	\$17.00
Tradebe Environmental Services, LLC	UNIVERSAL BONDED PADS - DOUBLE WT, 15" X 19" (BP12G) - Each	BP12G	\$65.00
Tradebe Environmental Services, LLC	Wipes Water Based NWP026 (20 packs of 50 each, 1,0000cs) - Each	WB Wipes	\$90.00
Tradebe Environmental Services, LLC	CLEANING SOLUTION - MERCURY - Per Gallon	HG Clnr Sol	\$65.00
Tradebe Environmental Services, LLC	CLEANING SOLUTION - P.C.B. - Per Gallon	PCB Clnr Sol	\$65.00
Tradebe Environmental Services, LLC	SIMPLE GREEN - Per Gallon	SG	\$15.00
Tradebe Environmental Services, LLC	TORNADO SOAP - Per Gallon	TS	\$15.00
Tradebe Environmental Services, LLC	PRESSURE WASHER: 100 - 3,000 PSI - Per Day	PW3K	\$125.00
Tradebe Environmental Services, LLC	PRESSURE WASHER: 20,000 PSI - Per Day	PW20K	\$1,000.00
Tradebe Environmental Services, LLC	PRESSURE WASHER: 5,000 - 10,000 PSI - Per Day	PW5K	\$750.00
Tradebe Environmental Services, LLC	SONIC INTERFACE PROBE - Per Day	SIP	\$150.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - BAG - Each	CYB Bag	\$35.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - COMPLETE - Each	CYB	\$135.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - HARDWARE - Each	CYB Hardware	\$8.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - LINER - Each	CYB Liner	\$35.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - PALLET - Each	CYB Pallet	\$25.00
Tradebe Environmental Services, LLC	CYLINDER - OVERPACK - Each	CYL OP	\$750.00
Tradebe Environmental Services, LLC	DRUM - HARDWARE - Each	DM Hardware	\$20.00
Tradebe Environmental Services, LLC	DRUM LID (FOR A 55-GALLON DRUM) Each	DM Lid	\$20.00
Tradebe Environmental Services, LLC	DRUM LINER - 55 GAL - 20 MIL - Each	Liner 20ml	\$16.00
Tradebe Environmental Services, LLC	DRUM LINER - 55 GAL - 4-6 MIL - Each	Liner 6ml	\$5.00
Tradebe Environmental Services, LLC	TRUCK - UTILITY PICK UP - Per Hour	PU HR	\$50.00
Tradebe Environmental Services, LLC	TRUCK-UTILITY PICK UP/DOUBLE TIME	PU DT	\$91.00
Tradebe Environmental Services, LLC	TRUCK-UTILITY PICK UP/OVERTIME	PU OT	\$70.50
Tradebe Environmental Services, LLC	VAC - BULK TANKER 6500GAL CAPACITY - Per Hour	BT HR	\$100.00
Tradebe Environmental Services, LLC	VAC - STAINLESS STEEL 5,000G TRAILER Per Hour	SS HR	\$110.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5,000 GAL CAPACITY Per Hour	VT HR	\$100.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5000 GAL CAPACITY/DOUBLE TIME	VT DT	\$141.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5000 GAL CAPACITY/OVERTIME	VT OT	\$120.50
Tradebe Environmental Services, LLC	VAC - TRUCK 4,000 GAL CAPACITY Per Hour	SV HR	\$90.00
Tradebe Environmental Services, LLC	VAC - TRUCK 4000 GAL CAPACITY/DOUBLE TIME	SV DT	\$131.00
Tradebe Environmental Services, LLC	VAC - TRUCK 4000 GAL CAPACITY/OVERTIME	SV OT	\$110.50

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	VAC-STAINLESS STEEL 5000 GAL CAPACITY/DOUBLE TIME	SS DT	\$151.00
Tradebe Environmental Services, LLC	VAC-STAINLESS STEEL 5000 GAL CAPACITY/OVERTIME	SS OT	\$130.50
Tradebe Environmental Services, LLC	VAN - SERVICE - Per Hour	VS HR	\$90.00
Tradebe Environmental Services, LLC	VAN - SPILL RESPONSE - Per Hour	VSP HR	\$90.00
Tradebe Environmental Services, LLC	VAN-SERVICE/DOUBLE TIME - Per Hour	VS DT	\$131.00
Tradebe Environmental Services, LLC	VAN-SERVICE/OVERTIME - Per Hour	VS OT	\$110.50
Tradebe Environmental Services, LLC	12 Inch Coupler - Each	Coup 12	\$26.00
Tradebe Environmental Services, LLC	6 Inch Hose Clamps - Each	Clamp 6	\$4.00
Tradebe Environmental Services, LLC	Band Saw Blade - Each	BSB	\$16.00
Tradebe Environmental Services, LLC	FILTER - MERCURY VACUUM CARBON FILTER - Each	HG Car Filter	\$520.00
Tradebe Environmental Services, LLC	FILTER - MERCURY VACUUM REPLACEMENT FILTER - Each	HG Filter	\$80.00
Tradebe Environmental Services, LLC	FILTER - NEGATIVE AIR UNIT (HEPA FILTER) - Each	HEPA Filter	\$260.00
Tradebe Environmental Services, LLC	FILTER - NEGATIVE AIR UNIT (PREFILTER) - Each	HEPA P Filter	\$60.00
Tradebe Environmental Services, LLC	FILTER BAGS (MICRON MESH- VARIOUS SIZES) - Each	FB	\$15.00
Tradebe Environmental Services, LLC	FILTER SAND, 50 POUND BAG - Per Bag	FS50	\$15.00
Tradebe Environmental Services, LLC	GAS POWERED CHOP SAW (ABRASIVE BLADES) - Each	CSAW BLD	\$25.00
Tradebe Environmental Services, LLC	LEATHER PALM GLOVES - Per Pair	LPG	\$6.00
Tradebe Environmental Services, LLC	NOMAX SUITS (LIMITED USE) - Each	NOMAX	\$55.00
Tradebe Environmental Services, LLC	PETROFLAG CONSUMABLES - Each	Petroflag	\$40.00
Tradebe Environmental Services, LLC	POLY ASBESTOS BAGS-6ML - Per Bag	6ML ASB	\$5.00
Tradebe Environmental Services, LLC	POLY BAGS (TRASH BAGS) - Per Bag	Poly Bags	\$3.00
Tradebe Environmental Services, LLC	RECIPRICATING SAW BLADE 12" - Each	RSB 12	\$8.00
Tradebe Environmental Services, LLC	RECIPRICATING SAW BLADE 6" (SAW-ZALL) - Each	RSB 6	\$5.00
Tradebe Environmental Services, LLC	RECIPRICATING SAW BLADE 8" - Each	RSB 8	\$6.00
Tradebe Environmental Services, LLC	ROPE/LINE - Per Linear Foot	Rope	\$1.00
Tradebe Environmental Services, LLC	SAMPLE JARS 1 LITER GLASS - each	SJ 1L	\$9.00
Tradebe Environmental Services, LLC	SAMPLE JARS, 16 OUNCE - Each	SJ 16oz	\$4.00
Tradebe Environmental Services, LLC	SAMPLE JARS, 6 OUNCE - Each	SJ 6oz	\$3.00
Tradebe Environmental Services, LLC	SARANEX SUIT - Each	Saranex	\$35.00
Tradebe Environmental Services, LLC	SHRINK WRAP - Per Roll	Wrap	\$35.00
Tradebe Environmental Services, LLC	Supply - 6mil poly 20 ft by 100 ft - Per Roll	6ML Roll	\$130.00
Tradebe Environmental Services, LLC	TILE/CARPET SCRAPER BLADE - Each	TC Scraper	\$30.00
Tradebe Environmental Services, LLC	TRACING DYE - Each	Tdye	\$45.00
Tradebe Environmental Services, LLC	TRUE BLUE SOAP - Per Gallon	TB Soap	\$15.00
Tradebe Environmental Services, LLC	VERMICULITE - Each	Verm	\$26.00
Tradebe Environmental Services, LLC	CHEMICAL TECHNICIAN - Per Hour	Chem Tech	\$60.00
Tradebe Environmental Services, LLC	CHEMICAL TECHNICIAN - DOUBLE TIME	Chem Tech DT	\$120.00
Tradebe Environmental Services, LLC	CHEMICAL TECHNICIAN - OVERTIME	Chem Tech OT	\$90.00
Tradebe Environmental Services, LLC	LAB PACK - HIGH HAZ MOBILIZATION	LP SV DR	\$1,500.00
Tradebe Environmental Services, LLC	HIGH HAZ REMOTE OPENING PER CONTAINER	HHRO	\$50.00
Tradebe Environmental Services, LLC	HIGH HAZ STABILIZATION PER CONTAINER	HHST	\$50.00
Tradebe Environmental Services, LLC	LAB PACK HIGH HAZ - Hourly	LPS HR	\$90.00
Tradebe Environmental Services, LLC	LAB PACK HIGH HAZ - DOUBLE TIME	LPS DT	\$180.00
Tradebe Environmental Services, LLC	LAB PACK HIGH HAZ - OVERTIME	LPS OT	\$135.00
Tradebe Environmental Services, LLC	LAB PACK CHEMIST - Hourly	LPT HR	\$60.00
Tradebe Environmental Services, LLC	LAB PACK CHEMIST - over time	LPT DT	\$120.00
Tradebe Environmental Services, LLC	LAB PACK CHEMIST - double time	LPT OT	\$90.00
Tradebe Environmental Services, LLC	DRIVER - Hourly	D HR	\$45.00
Tradebe Environmental Services, LLC	DRIVER - DOUBLE TIME	D DT	\$90.00
Tradebe Environmental Services, LLC	DRIVER - OVERTIME	D OT	\$78.00
Tradebe Environmental Services, LLC	EQUIPMENT OPERATOR - Hourly	EO HR	\$50.00
Tradebe Environmental Services, LLC	EQUIPMENT OPERATOR - DOUBLE TIME	EO DT	\$100.00
Tradebe Environmental Services, LLC	EQUIPMENT OPERATOR - OVERTIME	EO OT	\$75.00
Tradebe Environmental Services, LLC	FIELD TECHNICIAN - Hourly	FT HR	\$43.00
Tradebe Environmental Services, LLC	FIELD TECHNICIAN - DOUBLE TIME	FT DT	\$86.00
Tradebe Environmental Services, LLC	FIELD TECHNICIAN - OVERTIME	FT OT	\$64.00
Tradebe Environmental Services, LLC	FOREPERSON - Hourly	FP HR	\$51.00

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	FOREPERSON - DOUBLE TIME	FP DT	\$102.00
Tradebe Environmental Services, LLC	FOREPERSON - OVERTIME	FP OT	\$77.00
Tradebe Environmental Services, LLC	MAINTENANCE SUPERVISOR - Hourly	MS HR	\$68.00
Tradebe Environmental Services, LLC	MAINTENANCE SUPERVISOR - DOUBLE TIME	MS DT	\$136.00
Tradebe Environmental Services, LLC	MAINTENANCE SUPERVISOR - OVERTIME	MS OT	\$102.00
Tradebe Environmental Services, LLC	PROJECT MANAGER - Hourly	PM HR	\$130.00
Tradebe Environmental Services, LLC	PROJECT MANAGER - DOUBLE TIME	PM DT	\$260.00
Tradebe Environmental Services, LLC	PROJECT MANAGER - OVERTIME	PM OT	\$195.00
Tradebe Environmental Services, LLC	PROJECT SUPERVISOR - Hourly	PS HR	\$89.00
Tradebe Environmental Services, LLC	PROJECT SUPERVISOR - DOUBLE TIME	PS DT	\$177.00
Tradebe Environmental Services, LLC	PROJECT SUPERVISOR - OVERTIME	PS OT	\$133.00
Tradebe Environmental Services, LLC	SPILL COORDINATOR - Hourly	SC HR	\$51.00
Tradebe Environmental Services, LLC	SPILL COORDINATOR - DOUBLE TIME	SC DT	\$102.00
Tradebe Environmental Services, LLC	SPILL COORDINATOR - OVERTIME	SC OT	\$77.00
Tradebe Environmental Services, LLC	SUPERVISOR - Hourly	SUP HR	\$62.00
Tradebe Environmental Services, LLC	SUPERVISOR - DOUBLE TIME	SUP DT	\$123.00
Tradebe Environmental Services, LLC	SUPERVISOR - OVERTIME	SUP OT	\$93.00
Tradebe Environmental Services, LLC	CYLINDER CAPS - each	CYL CAP	\$25.00
Tradebe Environmental Services, LLC	MEDICAL WASTE BOX - Each	MED WB	\$65.00
Tradebe Environmental Services, LLC	MERCURY VACUUM - Per Day	HG Vac Day	\$350.00
Tradebe Environmental Services, LLC	Spill Response Plan Site Assessment - Each	SPCC	\$350.00
Tradebe Environmental Services, LLC	PUMP - PRODUCT/GEAR - Per Day	Gear Pump	\$450.00
Tradebe Environmental Services, LLC	PUMP - SUBMERSIBLE, 50 GPM (ELECTRIC) Per Hour	Sub Pump	\$15.00
Tradebe Environmental Services, LLC	PUMP - SUBMERSIBLE, HYDRAULIC - Per Day	Hyd Pump	\$750.00
Tradebe Environmental Services, LLC	PUMP - Trash Pump - 2" - Per Day	TP 2 inch	\$150.00
Tradebe Environmental Services, LLC	PUMP - Trash Pump - 3" - Per Day	TP 3 inch	\$200.00
Tradebe Environmental Services, LLC	PUMP - Trash Pump - 4" - Per Day	TP 4 inch	\$250.00
Tradebe Environmental Services, LLC	US Coast Guard Tested Hose - Each	USCG Hose	\$200.00
Tradebe Environmental Services, LLC	ACTIVE CARBON FILTERS - Per Drum	CAR Filter	\$750.00
Tradebe Environmental Services, LLC	AIR BOTTLES, 300 CUBIC FEET - Per Day	300 CF Air	\$35.00
Tradebe Environmental Services, LLC	AIR COMPRESSOR - 185 CFM - Per Day	Air Comp 185	\$200.00
Tradebe Environmental Services, LLC	AIR POWERED CONCRETE SAW - Each	Con Saw	\$175.00
Tradebe Environmental Services, LLC	BACKHOE - Per Hour	BHOE	\$125.00
Tradebe Environmental Services, LLC	BAND SAW - Per Day	BSAW	\$50.00
Tradebe Environmental Services, LLC	BRUSH CUTTER/WEED WHACKER (STIHL) - Per Hour	Bcutter	\$15.00
Tradebe Environmental Services, LLC	CONTAINMENT BOOM, 12 inch - Per Ft/Day	CB 12 Inch	\$0.95
Tradebe Environmental Services, LLC	CONTAINMENT BOOM, 18 INCH - Per Ft/Day	CB 18 Inch	\$1.85
Tradebe Environmental Services, LLC	COPPUS BLOWER, 10,000 CFM - Per Day	Blower 10K	\$250.00
Tradebe Environmental Services, LLC	DRUM/SHOP VAC - Per Day	Shop vac	\$35.00
Tradebe Environmental Services, LLC	EXCAVATOR - 3 YARD (KOMATSU) - Per Hour	EX 3YD	\$135.00
Tradebe Environmental Services, LLC	EXCAVATOR - MID SIZE - Per Hour	EX MID	\$100.00
Tradebe Environmental Services, LLC	EXCAVATOR - MINI - Per Hour	EX Mini	\$80.00
Tradebe Environmental Services, LLC	EXPLOSION PROOF FANS (1000 CFM) - Per Hour	Exp Fan 1000	\$35.00
Tradebe Environmental Services, LLC	FILTER - NEGATIVE AIR MACHINE - Per Day	Neg Air Mach	\$100.00
Tradebe Environmental Services, LLC	FORK TRUCK - Per Hour	Ftruck	\$40.00
Tradebe Environmental Services, LLC	GAS POWERED CHOP SAW - Per Day	CSAW Day	\$100.00
Tradebe Environmental Services, LLC	GAS WELDER - PORTABLE - Per Day	Welder	\$250.00
Tradebe Environmental Services, LLC	GENERATOR (SPECIFY KW) UP TO 6.5 KW - Per Day	GEN 6.5KW	\$145.00
Tradebe Environmental Services, LLC	HEPA VAC - Per Day	HEPA Vac	\$150.00
Tradebe Environmental Services, LLC	JACK HAMMER - 60-90 POUNDS - Per Day	JHAM	\$55.00
Tradebe Environmental Services, LLC	LIGHT TOWER - 2 LIGHT HEAD TRAILER - Per Day	Ltower	\$250.00
Tradebe Environmental Services, LLC	PHOTO IONIZATION DETECTOR, 10.2 EV - Per Day	PID	\$85.00
Tradebe Environmental Services, LLC	POWER BROOM - Per Day	Pbroom	\$75.00
Tradebe Environmental Services, LLC	RECIPROCATING SAW-ZALL - Per Day	Sawzall	\$35.00
Tradebe Environmental Services, LLC	SCARIFIER (WALK BEHIND) - Per Day	Scarifier	\$1,200.00
Tradebe Environmental Services, LLC	SKID STEER - FORK ATTACHMENT - Per Day	SSteer Fork	\$100.00
Tradebe Environmental Services, LLC	SKID STEER - LOADER SWEEPER ATTACHMENT - Per Day	SSteer Sweep	\$250.00

Tradebe Emergency Response Rates for State of Vermont			2014	
Supplier Name	Product Description	Mfg Part #	Unit Price	
Tradebe Environmental Services, LLC	SKID STEER LOADER - BOBCAT - Per Hour	SSteer HR	\$45.00	
Tradebe Environmental Services, LLC	SKID STEER LOADER - BOBCAT - Per Day	SSteer Day	\$250.00	
Tradebe Environmental Services, LLC	STINGER THREE OR FIVE-FOOT - Each	Sting 3-5	\$260.00	
Tradebe Environmental Services, LLC	STINGERS - Per Foot	Sting Ft	\$8.38	
Tradebe Environmental Services, LLC	VEC LOADER - Per Day	VEC LDR	\$1,200.00	
Tradebe Environmental Services, LLC	Comp 3 Tank - Per Week	COMP3	\$300.00	
Tradebe Environmental Services, LLC	FRAC TANK - 20,000 GALLON - Per Day	Frac Tank Day	\$78.00	
Tradebe Environmental Services, LLC	LADDER - Per Day	Ladder	\$25.00	
Tradebe Environmental Services, LLC	ROLL OFF RENTAL Per Week	RO Rent Week	\$75.00	
Tradebe Environmental Services, LLC	ROLL OFF RENTAL Per Day	RO Rent Day	\$15.00	
Tradebe Environmental Services, LLC	ROLL OFF RENTAL Per Month	RO Rent Mo	\$285.00	
Tradebe Environmental Services, LLC	VACUUM BOX RENTAL Per Day	Vbox Rent Day	\$60.00	
Tradebe Environmental Services, LLC	Bows for Roll-Off Containers - Each	Bow	\$52.00	
Tradebe Environmental Services, LLC	Bungee Cords - Each	Bcord	\$3.00	
Tradebe Environmental Services, LLC	POLY LINER - DUMP TRAILER - Each	DT Liner	\$78.00	
Tradebe Environmental Services, LLC	POLY LINER - ROLLOFF - Each	RO Liner	\$58.00	
Tradebe Environmental Services, LLC	POLY LINER AND TARP (SET) - ROLLOFF - Each	RO SET	\$99.00	
Tradebe Environmental Services, LLC	POLY TARP - ROLLOFF - Each	RO Tarp	\$68.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF DEMURRAGE	RO DEM	\$95.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF DEMURRAGE - DOUBLE TIME	RO DEM DT	\$126.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF DEMURRAGE - OVERTIME	RO DEM OT	\$105.50	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF HOURLY	RO HR	\$95.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF HOURLY - DOUBLE TIME	RO DT	\$126.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF HOURLY - OVERTIME	RO OT	\$105.50	
Tradebe Environmental Services, LLC	BOOTS - LATEX DISPOSABLE - Per Pair	LAT Boots	\$4.25	
Tradebe Environmental Services, LLC	CONFINED SPACE EQUIPMENT - Per Day	CSE Day	\$250.00	
Tradebe Environmental Services, LLC	DISPOSABLE TYVEK SUITS - KAPPLER OR EQUAL - Each	Tyvek	\$5.41	
Tradebe Environmental Services, LLC	GLOVES - BUTYL - Per Pair	Butyl GL	\$26.00	
Tradebe Environmental Services, LLC	GLOVES - NEOPRENE - Per Pair	Neo GL	\$13.00	
Tradebe Environmental Services, LLC	GLOVES - NITRILE 11 MIL - Per Pair	Nit GL 11	\$5.25	
Tradebe Environmental Services, LLC	GLOVES - NITRILE 4 MIL - Per Box	Nit GL 4	\$19.00	
Tradebe Environmental Services, LLC	GLOVES - PVC - Per Pair	PVC GL	\$3.75	
Tradebe Environmental Services, LLC	LEVEL A - RESPONDER OR EQUAL - Per Day/Man	LVL A	\$494.00	
Tradebe Environmental Services, LLC	LEVEL B - AIR LINE NORTH SCOTT OR EQUAL - Per Change/Man	LVL B	\$141.00	
Tradebe Environmental Services, LLC	LEVEL B - AIR LINE SYSTEM NORTH SCOTT - Per Hour	LVL B HR	\$37.00	
Tradebe Environmental Services, LLC	LEVEL C - NORTH SCOTT OR EQUAL Per Change/Man	LVL C	\$47.00	
Tradebe Environmental Services, LLC	LEVEL D - SAFETY GEAR Per Change/Man	LVL D	\$16.00	
Tradebe Environmental Services, LLC	METER - CORROSION - Per Day	COR Meter	\$70.00	
Tradebe Environmental Services, LLC	METER - EXPLOSION PHD ULTRA - Per Day	Exp Meter	\$65.00	
Tradebe Environmental Services, LLC	METER - GAS, PHD 4 WAY METER - Per Day	4 Way Meter	\$65.00	
Tradebe Environmental Services, LLC	METER - JEROME-mercury vapor analyzer - Per Day	Jerome Meter	\$225.00	
Tradebe Environmental Services, LLC	METER - PID - Per Day	PID Day	\$175.00	
Tradebe Environmental Services, LLC	RESPIRATOR - FULL FACE - Per Hour	FF Resp HR	\$12.00	
Tradebe Environmental Services, LLC	RESPIRATOR - HALF FACE - Per Hour	HF Resp HR	\$7.00	
Tradebe Environmental Services, LLC	RETRIEVAL - ROPE SYSTEM - Per Day	RET Rope Day	\$100.00	
Tradebe Environmental Services, LLC	RETRIEVAL - TRIPOD & WINCH, MILLER OR EQUAL - Per day	RET Tripod	\$100.00	
Tradebe Environmental Services, LLC	SCBA - Per Hour	SCBA HR	\$40.00	
Tradebe Environmental Services, LLC	TURNOUT GEAR - Day	TO Gear Day	\$105.00	
Tradebe Environmental Services, LLC	ENGINEER - CERTIFIED INDUSTRIAL HYGIENIST - Hourly	CIH HR	\$162.00	
Tradebe Environmental Services, LLC	ENGINEER - CERTIFIED INDUSTRIAL HYGIENIST - DOUBLE TIME	CIH DT	\$323.00	
Tradebe Environmental Services, LLC	ENGINEER - CERTIFIED INDUSTRIAL HYGIENIST - OVERTIME	CIH OT	\$242.00	
Tradebe Environmental Services, LLC	LICENSED ENVIRONMENTAL PROFESSIONAL - Hourly	LEP HR	\$156.00	
Tradebe Environmental Services, LLC	LICENSED ENVIRONMENTAL PROFESSIONAL - DOUBLE TIME	LEP DT	\$312.00	
Tradebe Environmental Services, LLC	LICENSED ENVIRONMENTAL PROFESSIONAL - OVERTIME	LEP OT	\$234.00	
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT DEMURRAGE	HCFM HR DEM	\$145.00	
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT HOURLY	HCFM HR	\$145.00	
Tradebe Environmental Services, LLC	VAC - BULK TANKER 6500GAL CAPACITY DEMURRAGE	BTank DEM	\$95.00	

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	VAC - BULK TANKER 6500GAL CAPACITY HOURLY	BTank HR	\$95.00
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT Double Time	HCFM DT	\$290.00
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT HOURLY - OVERTIME	HCFM OT	\$200.00
Tradebe Environmental Services, LLC	VAC - STAINLESS STEEL TRAILER 5000GAL CAPACITY DEMURRAGE	SS DEM	\$105.00
Tradebe Environmental Services, LLC	VAC - STAINLESS STEEL TRAILER 5000GAL HOURLY	SS HR	\$105.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5,000GAL CAPACITY DEMURRAGE - Hour	VT DEM	\$95.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5,000GAL CAPACITY HOURLY	VT HR	\$95.00
Tradebe Environmental Services, LLC	Fuel Surchage applies to all transportation rates	FSC	34.00%
Tradebe Environmental Services, LLC	Energy and Insurance applies to all non transportation	EAF	9.30%

## 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 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.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, 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).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR 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.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**State of Vermont**  
**ATTACHMENT D: Commodity Purchases Terms and Conditions**

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **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.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, 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.
11. **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.
12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** 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.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

**STATE OF VERMONT  
ATTACHMENT A  
SCOPE OF WORK  
HAZARDOUS WASTE DISPOSAL**

All work performed on this contract shall be scheduled by the affected agency. The agency contact shall work closely with the contractor and the agency requiring the services to ensure all work is completed in a satisfactory manner and will be performed on a regular Monday through Friday schedule. If an occasion arises which would require work to be performed after normal working hours or on a Saturday, Sunday or Holiday the contact person must be notified. This contract is to be utilized for Hazardous Waste Removal on an as needed basis.

**DETAILED REQUIREMENTS:** The purpose of this service is for sampling and analysis of hazardous waste streams, hazardous waste containerization, collection, proper labeling, manifesting, transport and disposal from various locations throughout the State of Vermont.

The following principle activities are anticipated by the Contractor in support of this contract:

- Hazardous waste sampling and analysis.
- Waste stream characterization, and definition of each applicable EPA ID Code.
- Properly and accurately develop the applicable Hazardous Waste Manifest, as required by the State of Vermont, and federal laws.
- Provide appropriate Department of Transportation Containers to contain and ship hazardous waste. This shall include providing all the proper labels to meet DOT and EPA Regulations for the safe handling and shipping.
- Ensure proper handling of containers and waste so as not to create a potential for spillage and environmental contamination.
- Personnel conducting waste sampling, handling and disposal shall be properly trained, qualified, and equipped to conduct hazardous waste spill response activities. All personnel conducting waste collection shall meet the minimum criteria contained in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.
- Safely transport and dispose of all wastes at an approved hazardous waste disposal location, meeting the requirements contained in 40 CFR 265.
- The Contractor is required to submit to the State of Vermont all appropriate documentation to validate the entire process from time of material pickup to ultimate disposal.
- **Hazardous Material Collection and Disposal:** The primary waste streams anticipated to be supported by the Contractor are from the following sources:
  - Automotive wastes
  - Flammable liquids
  - Halogenated and non-halogenated organic solvents
  - Paint and paint products
  - Acid, alkaline and aqueous solutions with heavy metals
  - Lab pack pesticides/herbicides and other chemicals
  - Aerosol cans
  - Liquid oxidizers and solid bulk oxidizers

- Liquid mercury and mercury saturated articles
- Vinyl asbestos tile or other conditionally exempt asbestos containing materials
- Soil contaminated with petroleum hydrocarbons
- Soil contaminated with solvents
- Soil contaminated with heavy metals other than mercury
- Debris contaminated with chemicals
- Heavy metal bearing solids
- Propane tanks
- Unknown compressed gases
- Hazardous sludge
- PCB contaminated materials
- Low-level radiological waste
- Batteries (nickel/cadmium;lead)
- Lab pack non-compatible chemicals
- Regulated drugs
- Mercury containing wastes
- Other unknown chemicals

- 1.1. **Waste Collection and Transport:** Contractor shall ensure that all waste materials are appropriately sorted, packed, collected from the State Facility and transported to an approved recycling, treatment or disposal facilities in accordance with all applicable regulations. Pick-up shall be scheduled within five business days of notification.
- 1.1.1. Contractor is responsible for notifying the requesting Agency 24 hours prior to pick-up to confirm scheduled pick-up time or request a change.
- 1.1.2. Contractor is responsible for preparing all required shipping papers for the transport of item under the contract
- 1.1.3. Contractor is responsible for classifying package or repackaging waste as necessary in DOT approved shipping containers.
- 1.1.4. Contractor is responsible for providing appropriate labels to meet shipping requirements.
- 1.1.5. Contractor is responsible for loading containers with contractor provided equipment and labor
- 1.1.6. Contractor is responsible for transport of waste to designated facilities
- 1.1.7. Contractor is responsible for submitting itemized invoice.
- 1.1.8. Contractor is required to provide a 24/7 toll-free phone number for placing orders and for answering questions about services provided.
- 1.2. **Identification of unknowns and management of abandoned waste:** The Contractor shall provide for profiling, identification, and the safe collection and disposal of abandoned hazardous waste or other unknown waste.
- 1.2.1. Respond within 3 business days to calls for management of abandoned waste.

- 1.2.2. Wear appropriate PPE in accordance with all regulations.
- 1.2.3. Perform field chemical screen for unknown wastes.
- 1.2.4. Provide analytical services to characterize waste if field screenings are not sufficient.
- 1.2.5. Provide on-site sample collection services.
- 1.2.6. Repack or over pack the container in which it was found.
- 1.2.7. Move waste to a safe area for the time required for lab analysis.
- 1.2.8. Manifest and provide safe disposal of waste.
- 1.2.9. Provide lab data and any other relevant information to the requesting Agency.
- 1.2.10. Contractor shall provide a description of available field screening and in-house laboratory service and submit certification information for any contract laboratories used to perform analysis.

**1.3. Recycling and disposal services:**

- 1.3.1. Contract shall provide for the ultimate disposition of wastes at approved facilities through the following methods if appropriate:
  - Recycled
  - Reclaimed
  - Neutralized or treated
  - Fuel Blended
  - Incinerated
  - Landfilled
- 1.3.2. The contractor shall ensure that Receiving Facilities will recycle or reclaim; neutralize or treat; dispose of remaining waste material and send appropriate copies of all manifests back to the requesting facility within regulatory time limit.
- 1.3.3. The contractor shall send a certificate of recycling for all recycled materials to the requesting facility.
- 1.3.4. The contractor shall send a certificate of destruction for all non-recycled material to the requesting facility.
- 1.4. **Storage Containers:** Contractor shall provide all storage containers necessary for proper handling of hazardous materials, including but not limited to: 5 gallon pail, 30 gallon drum, 55 gallon drum, cubic yards boxes.
  - 1.4.1. Contractor is required to respond within two hours of being contacted by the requesting Agency.
    - 1.4.1.1. Equipment and personnel will be on-site and ready to begin work within two hours.
  - 1.4.2. Contractor shall provide a detailed description of available emergency response services and process for addressing emergency situations.
- 1.5. **Medical Waste Collection and Disposal:**
  - 1.5.1. Contractor shall provide services for the following categories as defined with 40 CFR 259.30 and any amendments:
    - Cultures and Stocks of Infectious Agents and Associated Biologicals

- Human Blood and Blood Products
  - Contaminated Sharps
  - Isolation Waste
  - Unused Sharps
  - Residually Contaminated Materials
  - Animal and bird carcasses
- 1.5.2. At no added charge contractor shall provide a full service program to include all packaging supplies and labels, transportation, proper disposal and manifesting of a requesting facility's infectious waste in compliance with all Federal, State and Local regulations.
- 1.5.3. Contractor shall provide evidence of compliance with all Federal, State and Local regulations to include but not limited to samples of tracking system pick-up, transporting, disposing of medicals waste using a manifest system or similar system.
- 1.5.4. All transportation shall be in a properly permitted and licensed vehicle in accordance with all Federal, State and Local regulations.
- 1.5.5. Contractor shall transport medical regulated waste to a permitted and certified disposal location. Contractor shall furnish a copy of the certification for permitting disposal of medical waste with a contingency plan to eliminate any potential interruption of service. All locations will be identified.
- 1.5.6. Contractor shall pick-up between the hours of 8:00 AM- 3:00 PM Monday thru Friday.
- 1.5.7. Contractor shall identify current or proposed recycling methodologies that will be used to carry out their services under the contract.
- 1.6. **Permits:** Contractor shall provide documentation that the all applicable transporters and receiving facilities possess all Federal, State and Local permits and licenses necessary to provide the services required. Documentation shall include the dates and activities for which permits are valid, permit numbers, and the names of specific individuals at each regulatory agency that may be contact to discuss the permits.
- 1.7. **Contractor Responsible Spills:** The Contractor is solely responsible for any and all spills or leaks that arise out of their contract obligation and which occur as a result of or are contributed to by the actions of its agents and employees. The Contractor shall be responsible for clean-up of spills in accordance with applicable federal, state and local laws and regulations. The Contractor shall clean up and dispose of spill debris at no additional cost to the State or Agency.
- 1.8. **REPORTING REQUIREMENTS:** CONTRACTOR 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:

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

- 1.9. **Training.** Contractor shall provide an initial training on packaging, material classification, and storage associated with each startup within the State of Vermont staff. Contractor shall go over profiling requirements and treatment methods for materials being handled. The Account Manager and Regional Operations Manager will provide answers to technical questions as they come up and are available either through email or telephone.

Contractor also offers formal training on RCRA, DOT and OSHA requirements in both online and classroom situations. The online training is \$99.00 per person and the classroom rates will vary based on the specific training requested and class size.

**STATE OF VERMONT  
ATTACHMENT B  
PAYMENT PROVISIONS  
HAZARDOUS WASTE DISPOSAL**

**ATTACHMENT B: PAYMENT PROVISIONS**

The State shall pay the Contractor a not-to-exceed amount of \$150,000.00 for work identified in Attachment A, as follows:

1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services, dates, hours of work performed and rates of pay. Invoicing must also contain a detail of items and all cost for any allowable expenses.
2. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by Contractor.
3. Unless otherwise stated, this contract was issued on a time and materials basis, as such the following documentation is required in support of invoices. Contractor shall submit invoicing at completion of project to the Project Manager and shall include:
  - A numbered invoice.
  - Description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
  - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
  - Time frame indicated of when work was performed;
  - Contract number that the invoice is to be paid from;
4. 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.
5. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.
6. Any services outside of agreement shall not be allowed.
7. Contractor's invoicing must contain a detailed description of all work completed.
8. Payment Terms: Net 30. The State has 30 days from the date the state receives an invoice **with full and complete supporting documentation** to exercise its right to bill or credit adjustments made necessary by internal audits and quality assurance checks.

Contract# 28338

9. Contractor shall submit invoice with contract number to the applicable project manager using the contract.

**PRICE SCHEDULE  
HAZARDOUS MATERIAL COLLECTION & DISPOSAL**

The attached price schedule is for the following category/categories and District/Districts:

Emergency Response

Hazardous Waste Disposal

Universal Waste Disposal

AOT District 1	
AOT District 2	
AOT District 3	
AOT District 4	
AOT District 5	
AOT District 6	
AOT District 7	
AOT District 8	
AOT District 9	

For a map of the location of districts go to: <http://www.aot.state.vt.us/Maint/mainhome.htm>

Please note: AOT districts are being used for geographical reference only. Services may be required from any State agency within the District, not just AOT entities.

## PRICING SCHEDULE

### MATERIAL STORAGE CONTAINERS AND PACKING MATERIALS

Storage Container	Unit of Issue	Unit Price
5 Gallon Pail	EA	\$ 12.00
30 Gallon Drum	EA	\$ 40.00
55 Gallon Drum	EA	\$ 40.00
Cubic Yard Box	EA	\$ 85.00
80 Gallon over drum	EA	\$ 135.00

Packing Materials	Unit of Issue	Unit Price
Vermiculite	EA	\$ 25.00
Charcoal	EA	\$ N/A
	EA	\$
	EA	\$

**PRICE SCHEDULE  
HAZARDOUS MATERIAL COLLECTION & DISPOSAL**

Material Categories	Method of Disposal (e.g. recycling, reclamation)	Unit of Measure	Unit Price
Automotive Wastes	Recycle/Fuel Blend	55 DM	\$45.00
Flammable Liquids	Fuel Blending	55 DM	\$45.00
Halogenated & Non-Halogenated Organic Solvents	Fuel Blending	55 DM	\$85.00
Paint and Paint Products	Fuel Blending	per lb	\$0.89
Acid, alkaline and aqueous solutions with heavy metals	Treatment	55 DM	\$128.00
Lab pack pesticides/herbicides and other chemicals	Incineration	per lb	\$2.25 per lb Min \$88/5 gal pail
Aerosol cans	Fuel Blending	55 DM	\$203.00
Liquid oxidizers and solid bulk oxidizers	Treatment	30 DM	\$341.00
Liquid mercury and mercury saturated articles	Retort	per 5	\$313.00
Vinyl asbestos tile or other conditionally exempt asbestos containing materials	Landfill	55 DM	\$195.00
Soil contaminated with petroleum hydrocarbons	Landfill	55 DM	\$65.00
Soil contaminated with solvents	Incineration	55 DM	\$364.50
Soil contaminated with heavy metals other than mercury	Treatment	55 DM	\$128.00
Debris contaminated with chemicals	Recycling/solids distillation	55 DM	\$139.00
Heavy metal bearing solids	Treatment	55 DM	\$128.00
Propane Tanks	Recycle/Fuel Blend	hand held cylinder	\$10.00
Unknown compressed gases			case-by-case
Hazardous sludge	Landfill	55 DM	\$85.00
PCB contaminated materials	TSCA Landfill	55 DM	\$300.00
Low level radioactive materials			case-by-case

## HAZARDOUS WASTE COST ESTIMATES

Please provide the following cost estimates for your services using the examples provided.

ESTIMATE #1: Project to collect, label, transport and dispose of a 55-gallon drum containing 20% perchloroethylene located in Newport Vermont.

Collect, label and manifest	\$ <u>472.50</u> drum
Disposal	\$ <u>85.00</u> drum
Total	\$ <u>557.50</u>

ESTIMATE #2: Sample and analyze for metals and volatile organic compounds using the TCLP procedure and one 55-gallon drum located in Newport Vermont. Please define your sample procedure and equipment and indicate cost associated with the entire process.

Sample and analyze	\$ <u>1,205.00</u> drum
Collect, label and manifest	\$ <u>512.50</u> drum
Disposal	\$ <u>128.00</u> drum
Total	\$ <u>1,845.50</u>

ESTIMATE #3: Define sample costs for a full waste characterization to include ignitability, reactivity, corrosivity, and toxicity. US EPA TCLP protocols will be followed to fully define toxicity. Please provide your standard sampling process/procedure manual.

If applicable, when would the cost per sample vary? Please define and provide alternate sample costs.

\$ 855.00

## Medical Waste Collection and Disposal

Region	Containers	Cubic Foot Boxes	Other
AOT District 1	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 2	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 3	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 4	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 5	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 6	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 7	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 8	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A
AOT District 9	Per lb \$ 1.65	Per lb \$ N/A	Per lb \$ N/A

\$305.00 minimum per 4.5 cubic foot box

All pricing includes transportation and services for Medical/Infectious Regulated Waste Collection and Disposal.

## PRICING SCHEDULE

### Transportation Charges

the maximum shipping charge for the collection and transportation for quantity of items listed. These prices will include all costs associated with drivers and trucks.

Region	Quantity		
	1-5 Items	6-10 Items	Over 10 Items
AOT District 1	\$250.00 minimum	\$250.00 minimum	\$25.00/drum
AOT District 2	\$250.00 minimum	\$250.00 minimum	\$25.00/drum
AOT District 3	\$350.00 minimum	\$350.00 minimum	\$35.00/drum
AOT District 4	\$250.00 minimum	\$250.00 minimum	\$25.00/drum
AOT District 5	\$395.00 minimum	\$395.00 minimum	\$39.50/drum
AOT District 6	\$350.00 minimum	\$350.00 minimum	\$35.00/drum
AOT District 7	\$275.00 minimum	\$275.00 minimum	\$27.50/drum
AOT District 8	\$450.00 minimum	\$450.00 minimum	\$45.00/drum
AOT District 9	\$350.00 minimum	\$350.00 minimum	\$35.00/drum

the above transportation rates do not include fuel surcharge.

## HOURLY LABOR RATES

For labor rates above and beyond normal duties of transporting waste, such as packing or repacking, waste materials etc. Labor charges should not include time required to load pre-packed drums or transferring materials from tanks to collection vehicle.

		<b>Hourly Labor Rate</b>
Monday – Friday	7:45 AM to 4:30 PM	\$ 50.00
Monday – Friday	After 4:30 PM	\$ 75.00
Saturday or Sunday	7:45 AM to 4:30 PM	\$ 75.00
Saturday or Sunday	After 4:30 PM	\$ 95.00
Overtime Rates	Over 8 hours	\$ 75.00
State Holidays		\$ 95.00

Testing, handling and removal services	Cost
1. Waste profiling for abandoned waste	\$ 250.00 each
2. Sample mobilization origination Newington, NH	\$ 2.25 per mile
3. Hazardous categorization of abandoned drums	\$ 50.00
4. PCBs	\$ 60.00
5. TCLP metals	\$ 125.00
6. Full TCLP	\$ 795.00
7. PH	\$ 10.00
8. TCLP volatiles	\$ 225.00
9. Flash Point	\$ 25.00

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	55-Gallon Metal Open Top	55MOH	\$35.00
Tradebe Environmental Services, LLC	55-Gallon Metal Closed Top	55MCH	\$35.00
Tradebe Environmental Services, LLC	55-Gallon Poly Open-Top	55POH	\$60.00
Tradebe Environmental Services, LLC	55-Gallon Poly Closed-Top	55PCH	\$55.00
Tradebe Environmental Services, LLC	85-Gallon Over-Pack	85MOH	\$175.00
Tradebe Environmental Services, LLC	95-Gallon Over-Pack	95POH	\$195.00
Tradebe Environmental Services, LLC	30-Gallon Metal Open Top	30MOH	\$55.00
Tradebe Environmental Services, LLC	30-Gallon Metal Closed Top	30MCH	\$50.00
Tradebe Environmental Services, LLC	30-Gallon Poly Open Top	30POH	\$50.00
Tradebe Environmental Services, LLC	30-Gallon Poly Closed Top	30PCH	\$50.00
Tradebe Environmental Services, LLC	15-Gallon Metal Open-Top	15MOH	\$48.00
Tradebe Environmental Services, LLC	15-Gallon Metal Closed-Top	15MCH	\$45.00
Tradebe Environmental Services, LLC	15-Gallon Poly Open-Top	15POH	\$45.00
Tradebe Environmental Services, LLC	15-Gallon Poly Closed-Top	15PCH	\$40.00
Tradebe Environmental Services, LLC	5-Gallon Poly Open-Top	5POH	\$16.00
Tradebe Environmental Services, LLC	DOT-Exemption Pack	DOTe	\$35.00
Tradebe Environmental Services, LLC	PIH Pack	PIHP	\$50.00
Tradebe Environmental Services, LLC	Vermiculite	Verm	\$22.00
Tradebe Environmental Services, LLC	5-Gallon Metal Open-Top	5MOH	\$22.00
Tradebe Environmental Services, LLC	BOOM - 5" X 10' (B5) - each	B5	\$90.00
Tradebe Environmental Services, LLC	BOOM - 8" X 10' (B8) - each	B8	\$120.00
Tradebe Environmental Services, LLC	OIL BONDED PADS - DOUBLE WT, 15" X 19" (BP12W) - each	BP12W	\$60.00
Tradebe Environmental Services, LLC	OIL FINE FIBER PADS - DOUBLE WT, 15" X 19" (FFP12W) -each	FFP12W	\$75.00
Tradebe Environmental Services, LLC	OIL STANDARD PADS - DOUBLE WT, 15" X 19" (P12W) - each	P12W	\$65.00
Tradebe Environmental Services, LLC	RAGS - each	Rags	\$85.00
Tradebe Environmental Services, LLC	SPEEDY DRY - Bag	Speed Dry	\$17.00
Tradebe Environmental Services, LLC	UNIVERSAL BONDED PADS - DOUBLE WT, 15" X 19" (BP12G) - Each	BP12G	\$65.00
Tradebe Environmental Services, LLC	Wipes Water Based NWP026 (20 packs of 50 each, 1,0000cs) - Each	WB Wipes	\$90.00
Tradebe Environmental Services, LLC	CLEANING SOLUTION - MERCURY - Per Gallon	HG Clnr Sol	\$65.00
Tradebe Environmental Services, LLC	CLEANING SOLUTION - P.C.B. - Per Gallon	PCB Clnr Sol	\$65.00
Tradebe Environmental Services, LLC	SIMPLE GREEN - Per Gallon	SG	\$15.00
Tradebe Environmental Services, LLC	TORNADO SOAP - Per Gallon	TS	\$15.00
Tradebe Environmental Services, LLC	PRESSURE WASHER: 100 - 3,000 PSI - Per Day	PW3K	\$125.00
Tradebe Environmental Services, LLC	PRESSURE WASHER: 20,000 PSI - Per Day	PW20K	\$1,000.00
Tradebe Environmental Services, LLC	PRESSURE WASHER: 5,000 - 10,000 PSI - Per Day	PW5K	\$750.00
Tradebe Environmental Services, LLC	SONIC INTERFACE PROBE - Per Day	SIP	\$150.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - BAG - Each	CYB Bag	\$35.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - COMPLETE - Each	CYB	\$135.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - HARDWARE - Each	CYB Hardware	\$8.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - LINER - Each	CYB Liner	\$35.00
Tradebe Environmental Services, LLC	CUBIC YARD BOX - PALLET - Each	CYB Pallet	\$25.00
Tradebe Environmental Services, LLC	CYLINDER - OVERPACK - Each	CYL OP	\$750.00
Tradebe Environmental Services, LLC	DRUM - HARDWARE - Each	DM Hardware	\$20.00
Tradebe Environmental Services, LLC	DRUM LID (FOR A 55-GALLON DRUM) Each	DM Lid	\$20.00
Tradebe Environmental Services, LLC	DRUM LINER - 55 GAL - 20 MIL - Each	Liner 20ml	\$16.00
Tradebe Environmental Services, LLC	DRUM LINER - 55 GAL - 4-6 MIL - Each	Liner 6ml	\$5.00
Tradebe Environmental Services, LLC	TRUCK - UTILITY PICK UP - Per Hour	PU HR	\$50.00
Tradebe Environmental Services, LLC	TRUCK-UTILITY PICK UP/DOUBLE TIME	PU DT	\$91.00
Tradebe Environmental Services, LLC	TRUCK-UTILITY PICK UP/OVERTIME	PU OT	\$70.50
Tradebe Environmental Services, LLC	VAC - BULK TANKER 6500GAL CAPACITY - Per Hour	BT HR	\$100.00
Tradebe Environmental Services, LLC	VAC - STAINLESS STEEL 5,000G TRAILER Per Hour	SS HR	\$110.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5,000 GAL CAPACITY Per Hour	VT HR	\$100.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5000 GAL CAPACITY/DOUBLE TIME	VT DT	\$141.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5000 GAL CAPACITY/OVERTIME	VT OT	\$120.50
Tradebe Environmental Services, LLC	VAC - TRUCK 4,000 GAL CAPACITY Per Hour	SV HR	\$90.00
Tradebe Environmental Services, LLC	VAC - TRUCK 4000 GAL CAPACITY/DOUBLE TIME	SV DT	\$131.00
Tradebe Environmental Services, LLC	VAC - TRUCK 4000 GAL CAPACITY/OVERTIME	SV OT	\$110.50

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	VAC-STAINLESS STEEL 5000 GAL CAPACITY/DOUBLE TIME	SS DT	\$151.00
Tradebe Environmental Services, LLC	VAC-STAINLESS STEEL 5000 GAL CAPACITY/OVERTIME	SS OT	\$130.50
Tradebe Environmental Services, LLC	VAN - SERVICE - Per Hour	VS HR	\$90.00
Tradebe Environmental Services, LLC	VAN - SPILL RESPONSE - Per Hour	VSP HR	\$90.00
Tradebe Environmental Services, LLC	VAN-SERVICE/DOUBLE TIME - Per Hour	VS DT	\$131.00
Tradebe Environmental Services, LLC	VAN-SERVICE/OVERTIME - Per Hour	VS OT	\$110.50
Tradebe Environmental Services, LLC	12 Inch Coupler - Each	Coup 12	\$26.00
Tradebe Environmental Services, LLC	6 Inch Hose Clamps - Each	Clamp 6	\$4.00
Tradebe Environmental Services, LLC	Band Saw Blade - Each	BSB	\$16.00
Tradebe Environmental Services, LLC	FILTER - MERCURY VACUUM CARBON FILTER - Each	HG Car Filter	\$520.00
Tradebe Environmental Services, LLC	FILTER - MERCURY VACUUM REPLACEMENT FILTER - Each	HG Filter	\$80.00
Tradebe Environmental Services, LLC	FILTER - NEGATIVE AIR UNIT (HEPA FILTER) - Each	HEPA Filter	\$260.00
Tradebe Environmental Services, LLC	FILTER - NEGATIVE AIR UNIT (PREFILTER) - Each	HEPA P Filter	\$60.00
Tradebe Environmental Services, LLC	FILTER BAGS (MICRON MESH- VARIOUS SIZES) - Each	FB	\$15.00
Tradebe Environmental Services, LLC	FILTER SAND, 50 POUND BAG - Per Bag	FS50	\$15.00
Tradebe Environmental Services, LLC	GAS POWERED CHOP SAW (ABRASIVE BLADES) - Each	CSAW BLD	\$25.00
Tradebe Environmental Services, LLC	LEATHER PALM GLOVES - Per Pair	LPG	\$6.00
Tradebe Environmental Services, LLC	NOMAX SUITS (LIMITED USE) - Each	NOMAX	\$55.00
Tradebe Environmental Services, LLC	PETROFLAG CONSUMABLES - Each	Petroflag	\$40.00
Tradebe Environmental Services, LLC	POLY ASBESTOS BAGS-6ML - Per Bag	6ML ASB	\$5.00
Tradebe Environmental Services, LLC	POLY BAGS (TRASH BAGS) - Per Bag	Poly Bags	\$3.00
Tradebe Environmental Services, LLC	RECIPRICATING SAW BLADE 12" - Each	RSB 12	\$8.00
Tradebe Environmental Services, LLC	RECIPRICATING SAW BLADE 6" (SAW-ZALL) - Each	RSB 6	\$5.00
Tradebe Environmental Services, LLC	RECIPRICATING SAW BLADE 8" - Each	RSB 8	\$6.00
Tradebe Environmental Services, LLC	ROPE/LINE - Per Linear Foot	Rope	\$1.00
Tradebe Environmental Services, LLC	SAMPLE JARS 1 LITER GLASS - each	SJ 1L	\$9.00
Tradebe Environmental Services, LLC	SAMPLE JARS, 16 OUNCE - Each	SJ 16oz	\$4.00
Tradebe Environmental Services, LLC	SAMPLE JARS, 6 OUNCE - Each	SJ 6oz	\$3.00
Tradebe Environmental Services, LLC	SARANEX SUIT - Each	Saranex	\$35.00
Tradebe Environmental Services, LLC	SHRINK WRAP - Per Roll	Wrap	\$35.00
Tradebe Environmental Services, LLC	Supply - 6mil poly 20 ft by 100 ft - Per Roll	6ML Roll	\$130.00
Tradebe Environmental Services, LLC	TILE/CARPET SCRAPER BLADE - Each	TC Scraper	\$30.00
Tradebe Environmental Services, LLC	TRACING DYE - Each	Tdye	\$45.00
Tradebe Environmental Services, LLC	TRUE BLUE SOAP - Per Gallon	TB Soap	\$15.00
Tradebe Environmental Services, LLC	VERMICULITE - Each	Verm	\$26.00
Tradebe Environmental Services, LLC	CHEMICAL TECHNICIAN - Per Hour	Chem Tech	\$60.00
Tradebe Environmental Services, LLC	CHEMICAL TECHNICIAN - DOUBLE TIME	Chem Tech DT	\$120.00
Tradebe Environmental Services, LLC	CHEMICAL TECHNICIAN - OVERTIME	Chem Tech OT	\$90.00
Tradebe Environmental Services, LLC	LAB PACK - HIGH HAZ MOBILIZATION	LP SV DR	\$1,500.00
Tradebe Environmental Services, LLC	HIGH HAZ REMOTE OPENING PER CONTAINER	HHRO	\$50.00
Tradebe Environmental Services, LLC	HIGH HAZ STABILIZATION PER CONTAINER	HHST	\$50.00
Tradebe Environmental Services, LLC	LAB PACK HIGH HAZ - Hourly	LPS HR	\$90.00
Tradebe Environmental Services, LLC	LAB PACK HIGH HAZ - DOUBLE TIME	LPS DT	\$180.00
Tradebe Environmental Services, LLC	LAB PACK HIGH HAZ - OVERTIME	LPS OT	\$135.00
Tradebe Environmental Services, LLC	LAB PACK CHEMIST - Hourly	LPT HR	\$60.00
Tradebe Environmental Services, LLC	LAB PACK CHEMIST - over time	LPT DT	\$120.00
Tradebe Environmental Services, LLC	LAB PACK CHEMIST - double time	LPT OT	\$90.00
Tradebe Environmental Services, LLC	DRIVER - Hourly	D HR	\$45.00
Tradebe Environmental Services, LLC	DRIVER - DOUBLE TIME	D DT	\$90.00
Tradebe Environmental Services, LLC	DRIVER - OVERTIME	D OT	\$78.00
Tradebe Environmental Services, LLC	EQUIPMENT OPERATOR - Hourly	EO HR	\$50.00
Tradebe Environmental Services, LLC	EQUIPMENT OPERATOR - DOUBLE TIME	EO DT	\$100.00
Tradebe Environmental Services, LLC	EQUIPMENT OPERATOR - OVERTIME	EO OT	\$75.00
Tradebe Environmental Services, LLC	FIELD TECHNICIAN - Hourly	FT HR	\$43.00
Tradebe Environmental Services, LLC	FIELD TECHNICIAN - DOUBLE TIME	FT DT	\$86.00
Tradebe Environmental Services, LLC	FIELD TECHNICIAN - OVERTIME	FT OT	\$64.00
Tradebe Environmental Services, LLC	FOREPERSON - Hourly	FP HR	\$51.00

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	FOREPERSON - DOUBLE TIME	FP DT	\$102.00
Tradebe Environmental Services, LLC	FOREPERSON - OVERTIME	FP OT	\$77.00
Tradebe Environmental Services, LLC	MAINTENANCE SUPERVISOR - Hourly	MS HR	\$68.00
Tradebe Environmental Services, LLC	MAINTENANCE SUPERVISOR - DOUBLE TIME	MS DT	\$136.00
Tradebe Environmental Services, LLC	MAINTENANCE SUPERVISOR - OVERTIME	MS OT	\$102.00
Tradebe Environmental Services, LLC	PROJECT MANAGER - Hourly	PM HR	\$130.00
Tradebe Environmental Services, LLC	PROJECT MANAGER - DOUBLE TIME	PM DT	\$260.00
Tradebe Environmental Services, LLC	PROJECT MANAGER - OVERTIME	PM OT	\$195.00
Tradebe Environmental Services, LLC	PROJECT SUPERVISOR - Hourly	PS HR	\$89.00
Tradebe Environmental Services, LLC	PROJECT SUPERVISOR - DOUBLE TIME	PS DT	\$177.00
Tradebe Environmental Services, LLC	PROJECT SUPERVISOR - OVERTIME	PS OT	\$133.00
Tradebe Environmental Services, LLC	SPILL COORDINATOR - Hourly	SC HR	\$51.00
Tradebe Environmental Services, LLC	SPILL COORDINATOR - DOUBLE TIME	SC DT	\$102.00
Tradebe Environmental Services, LLC	SPILL COORDINATOR - OVERTIME	SC OT	\$77.00
Tradebe Environmental Services, LLC	SUPERVISOR - Hourly	SUP HR	\$62.00
Tradebe Environmental Services, LLC	SUPERVISOR - DOUBLE TIME	SUP DT	\$123.00
Tradebe Environmental Services, LLC	SUPERVISOR - OVERTIME	SUP OT	\$93.00
Tradebe Environmental Services, LLC	CYLINDER CAPS - each	CYL CAP	\$25.00
Tradebe Environmental Services, LLC	MEDICAL WASTE BOX - Each	MED WB	\$65.00
Tradebe Environmental Services, LLC	MERCURY VACUUM - Per Day	HG Vac Day	\$350.00
Tradebe Environmental Services, LLC	Spill Response Plan Site Assessment - Each	SPCC	\$350.00
Tradebe Environmental Services, LLC	PUMP - PRODUCT/GEAR - Per Day	Gear Pump	\$450.00
Tradebe Environmental Services, LLC	PUMP - SUBMERSIBLE, 50 GPM (ELECTRIC) Per Hour	Sub Pump	\$15.00
Tradebe Environmental Services, LLC	PUMP - SUBMERSIBLE, HYDRAULIC - Per Day	Hyd Pump	\$750.00
Tradebe Environmental Services, LLC	PUMP - Trash Pump - 2" - Per Day	TP 2 inch	\$150.00
Tradebe Environmental Services, LLC	PUMP - Trash Pump - 3" - Per Day	TP 3 inch	\$200.00
Tradebe Environmental Services, LLC	PUMP - Trash Pump - 4" - Per Day	TP 4 inch	\$250.00
Tradebe Environmental Services, LLC	US Coast Guard Tested Hose - Each	USCG Hose	\$200.00
Tradebe Environmental Services, LLC	ACTIVE CARBON FILTERS - Per Drum	CAR Filter	\$750.00
Tradebe Environmental Services, LLC	AIR BOTTLES, 300 CUBIC FEET - Per Day	300 CF Air	\$35.00
Tradebe Environmental Services, LLC	AIR COMPRESSOR - 185 CFM - Per Day	Air Comp 185	\$200.00
Tradebe Environmental Services, LLC	AIR POWERED CONCRETE SAW - Each	Con Saw	\$175.00
Tradebe Environmental Services, LLC	BACKHOE - Per Hour	BHOE	\$125.00
Tradebe Environmental Services, LLC	BAND SAW - Per Day	BSAW	\$50.00
Tradebe Environmental Services, LLC	BRUSH CUTTER/WEED WHACKER (STIHL) - Per Hour	Bcutter	\$15.00
Tradebe Environmental Services, LLC	CONTAINMENT BOOM, 12 inch - Per Ft/Day	CB 12 Inch	\$0.95
Tradebe Environmental Services, LLC	CONTAINMENT BOOM, 18 INCH - Per Ft/Day	CB 18 Inch	\$1.85
Tradebe Environmental Services, LLC	COPPUS BLOWER, 10,000 CFM - Per Day	Blower 10K	\$250.00
Tradebe Environmental Services, LLC	DRUM/SHOP VAC - Per Day	Shop vac	\$35.00
Tradebe Environmental Services, LLC	EXCAVATOR - 3 YARD (KOMATSU) - Per Hour	EX 3YD	\$135.00
Tradebe Environmental Services, LLC	EXCAVATOR - MID SIZE - Per Hour	EX MID	\$100.00
Tradebe Environmental Services, LLC	EXCAVATOR - MINI - Per Hour	EX Mini	\$80.00
Tradebe Environmental Services, LLC	EXPLOSION PROOF FANS (1000 CFM) - Per Hour	Exp Fan 1000	\$35.00
Tradebe Environmental Services, LLC	FILTER - NEGATIVE AIR MACHINE - Per Day	Neg Air Mach	\$100.00
Tradebe Environmental Services, LLC	FORK TRUCK - Per Hour	Ftruck	\$40.00
Tradebe Environmental Services, LLC	GAS POWERED CHOP SAW - Per Day	CSAW Day	\$100.00
Tradebe Environmental Services, LLC	GAS WELDER - PORTABLE - Per Day	Welder	\$250.00
Tradebe Environmental Services, LLC	GENERATOR (SPECIFY KW) UP TO 6.5 KW - Per Day	GEN 6.5KW	\$145.00
Tradebe Environmental Services, LLC	HEPA VAC - Per Day	HEPA Vac	\$150.00
Tradebe Environmental Services, LLC	JACK HAMMER - 60-90 POUNDS - Per Day	JHAM	\$55.00
Tradebe Environmental Services, LLC	LIGHT TOWER - 2 LIGHT HEAD TRAILER - Per Day	Ltower	\$250.00
Tradebe Environmental Services, LLC	PHOTO IONIZATION DETECTOR, 10.2 EV - Per Day	PID	\$85.00
Tradebe Environmental Services, LLC	POWER BROOM - Per Day	Pbroom	\$75.00
Tradebe Environmental Services, LLC	RECIPROCATING SAW-ZALL - Per Day	Sawzall	\$35.00
Tradebe Environmental Services, LLC	SCARIFIER (WALK BEHIND) - Per Day	Scarifier	\$1,200.00
Tradebe Environmental Services, LLC	SKID STEER - FORK ATTACHMENT - Per Day	SSteer Fork	\$100.00
Tradebe Environmental Services, LLC	SKID STEER - LOADER SWEEPER ATTACHMENT - Per Day	SSteer Sweep	\$250.00

Tradebe Emergency Response Rates for State of Vermont			2014	
Supplier Name	Product Description	Mfg Part #	Unit Price	
Tradebe Environmental Services, LLC	SKID STEER LOADER - BOBCAT - Per Hour	SSteer HR	\$45.00	
Tradebe Environmental Services, LLC	SKID STEER LOADER - BOBCAT - Per Day	SSteer Day	\$250.00	
Tradebe Environmental Services, LLC	STINGER THREE OR FIVE-FOOT - Each	Sting 3-5	\$260.00	
Tradebe Environmental Services, LLC	STINGERS - Per Foot	Sting Ft	\$8.38	
Tradebe Environmental Services, LLC	VEC LOADER - Per Day	VEC LDR	\$1,200.00	
Tradebe Environmental Services, LLC	Comp 3 Tank - Per Week	COMP3	\$300.00	
Tradebe Environmental Services, LLC	FRAC TANK - 20,000 GALLON - Per Day	Frac Tank Day	\$78.00	
Tradebe Environmental Services, LLC	LADDER - Per Day	Ladder	\$25.00	
Tradebe Environmental Services, LLC	ROLL OFF RENTAL Per Week	RO Rent Week	\$75.00	
Tradebe Environmental Services, LLC	ROLL OFF RENTAL Per Day	RO Rent Day	\$15.00	
Tradebe Environmental Services, LLC	ROLL OFF RENTAL Per Month	RO Rent Mo	\$285.00	
Tradebe Environmental Services, LLC	VACUUM BOX RENTAL Per Day	Vbox Rent Day	\$60.00	
Tradebe Environmental Services, LLC	Bows for Roll-Off Containers - Each	Bow	\$52.00	
Tradebe Environmental Services, LLC	Bungee Cords - Each	Bcord	\$3.00	
Tradebe Environmental Services, LLC	POLY LINER - DUMP TRAILER - Each	DT Liner	\$78.00	
Tradebe Environmental Services, LLC	POLY LINER - ROLLOFF - Each	RO Liner	\$58.00	
Tradebe Environmental Services, LLC	POLY LINER AND TARP (SET) - ROLLOFF - Each	RO SET	\$99.00	
Tradebe Environmental Services, LLC	POLY TARP - ROLLOFF - Each	RO Tarp	\$68.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF DEMURRAGE	RO DEM	\$95.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF DEMURRAGE - DOUBLE TIME	RO DEM DT	\$126.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF DEMURRAGE - OVERTIME	RO DEM OT	\$105.50	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF HOURLY	RO HR	\$95.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF HOURLY - DOUBLE TIME	RO DT	\$126.00	
Tradebe Environmental Services, LLC	TRUCK - ROLL OFF HOURLY - OVERTIME	RO OT	\$105.50	
Tradebe Environmental Services, LLC	BOOTS - LATEX DISPOSABLE - Per Pair	LAT Boots	\$4.25	
Tradebe Environmental Services, LLC	CONFINED SPACE EQUIPMENT - Per Day	CSE Day	\$250.00	
Tradebe Environmental Services, LLC	DISPOSABLE TYVEK SUITS - KAPPLER OR EQUAL - Each	Tyvek	\$5.41	
Tradebe Environmental Services, LLC	GLOVES - BUTYL - Per Pair	Butyl GL	\$26.00	
Tradebe Environmental Services, LLC	GLOVES - NEOPRENE - Per Pair	Neo GL	\$13.00	
Tradebe Environmental Services, LLC	GLOVES - NITRILE 11 MIL - Per Pair	Nit GL 11	\$5.25	
Tradebe Environmental Services, LLC	GLOVES - NITRILE 4 MIL - Per Box	Nit GL 4	\$19.00	
Tradebe Environmental Services, LLC	GLOVES - PVC - Per Pair	PVC GL	\$3.75	
Tradebe Environmental Services, LLC	LEVEL A - RESPONDER OR EQUAL - Per Day/Man	LVL A	\$494.00	
Tradebe Environmental Services, LLC	LEVEL B - AIR LINE NORTH SCOTT OR EQUAL - Per Change/Man	LVL B	\$141.00	
Tradebe Environmental Services, LLC	LEVEL B - AIR LINE SYSTEM NORTH SCOTT - Per Hour	LVL B HR	\$37.00	
Tradebe Environmental Services, LLC	LEVEL C - NORTH SCOTT OR EQUAL Per Change/Man	LVL C	\$47.00	
Tradebe Environmental Services, LLC	LEVEL D - SAFETY GEAR Per Change/Man	LVL D	\$16.00	
Tradebe Environmental Services, LLC	METER - CORROSION - Per Day	COR Meter	\$70.00	
Tradebe Environmental Services, LLC	METER - EXPLOSION PHD ULTRA - Per Day	Exp Meter	\$65.00	
Tradebe Environmental Services, LLC	METER - GAS, PHD 4 WAY METER - Per Day	4 Way Meter	\$65.00	
Tradebe Environmental Services, LLC	METER - JEROME-mercury vapor analyzer - Per Day	Jerome Meter	\$225.00	
Tradebe Environmental Services, LLC	METER - PID - Per Day	PID Day	\$175.00	
Tradebe Environmental Services, LLC	RESPIRATOR - FULL FACE - Per Hour	FF Resp HR	\$12.00	
Tradebe Environmental Services, LLC	RESPIRATOR - HALF FACE - Per Hour	HF Resp HR	\$7.00	
Tradebe Environmental Services, LLC	RETRIEVAL - ROPE SYSTEM - Per Day	RET Rope Day	\$100.00	
Tradebe Environmental Services, LLC	RETRIEVAL - TRIPOD & WINCH, MILLER OR EQUAL - Per day	RET Tripod	\$100.00	
Tradebe Environmental Services, LLC	SCBA - Per Hour	SCBA HR	\$40.00	
Tradebe Environmental Services, LLC	TURNOUT GEAR - Day	TO Gear Day	\$105.00	
Tradebe Environmental Services, LLC	ENGINEER - CERTIFIED INDUSTRIAL HYGIENIST - Hourly	CIH HR	\$162.00	
Tradebe Environmental Services, LLC	ENGINEER - CERTIFIED INDUSTRIAL HYGIENIST - DOUBLE TIME	CIH DT	\$323.00	
Tradebe Environmental Services, LLC	ENGINEER - CERTIFIED INDUSTRIAL HYGIENIST - OVERTIME	CIH OT	\$242.00	
Tradebe Environmental Services, LLC	LICENSED ENVIRONMENTAL PROFESSIONAL - Hourly	LEP HR	\$156.00	
Tradebe Environmental Services, LLC	LICENSED ENVIRONMENTAL PROFESSIONAL - DOUBLE TIME	LEP DT	\$312.00	
Tradebe Environmental Services, LLC	LICENSED ENVIRONMENTAL PROFESSIONAL - OVERTIME	LEP OT	\$234.00	
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT DEMURRAGE	HCFM HR DEM	\$145.00	
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT HOURLY	HCFM HR	\$145.00	
Tradebe Environmental Services, LLC	VAC - BULK TANKER 6500GAL CAPACITY DEMURRAGE	BTank DEM	\$95.00	

Tradebe Emergency Response Rates for State of Vermont		2014	
Supplier Name	Product Description	Mfg Part #	Unit Price
Tradebe Environmental Services, LLC	VAC - BULK TANKER 6500GAL CAPACITY HOURLY	BTank HR	\$95.00
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT Double Time	HCFM DT	\$290.00
Tradebe Environmental Services, LLC	VAC - HIGH CFM VACUUM UNIT HOURLY - OVERTIME	HCFM OT	\$200.00
Tradebe Environmental Services, LLC	VAC - STAINLESS STEEL TRAILER 5000GAL CAPACITY DEMURRAGE	SS DEM	\$105.00
Tradebe Environmental Services, LLC	VAC - STAINLESS STEEL TRAILER 5000GAL HOURLY	SS HR	\$105.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5,000GAL CAPACITY DEMURRAGE - Hour	VT DEM	\$95.00
Tradebe Environmental Services, LLC	VAC - TRAILER 5,000GAL CAPACITY HOURLY	VT HR	\$95.00
Tradebe Environmental Services, LLC	Fuel Surchage applies to all transportation rates	FSC	34.00%
Tradebe Environmental Services, LLC	Energy and Insurance applies to all non transportation	EAF	9.30%

## 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 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.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, 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).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR 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.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**State of Vermont**  
**ATTACHMENT D: Commodity Purchases Terms and Conditions**

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **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.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, 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.
11. **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.
12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** 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.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.