

# State of Vermont

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

# CONTRACT



**Vendor ID 0000303943**  
**Alva Waste Services LLC**  
**PO Box 478**  
**Springfield VT 05156**  
**United States**

<b>Contract ID</b> 0000000000000000000029958		<b>Page</b> 1 of 2
<b>Contract Dates</b> 10/01/2015 to 09/30/2017		<b>Origin</b> CPS
<b>Description:</b> Trash & Recycling		<b>Contract Maximum</b> \$25,000.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	25,000.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

**STANDARD CONTRACT FOR SERVICES**

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Alva Waste Services with its principal place of business in Springfield, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. 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.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.

3. 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 \$25,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. 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.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 13 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)

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

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

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

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

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

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

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

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

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

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

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

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

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

**State of Vermont  
Office of Purchasing and Contracting  
Waste Hauling and Recycling  
Scope of Work  
Attachment A**

October 1, 2015

1. Contractor shall provide all labor and equipment necessary to complete waste hauling and recycling services as described in the Contract.
2. Contractor POC Information  
Matthew Priestley  
802-885-2994
3. The contractor shall have the ability to provide to the State containers of the types and sizes indicated on Attachment B. All containers are to be freshly painted and clearly labeled with the Agency of Natural Resources universal recycling symbols. The symbols shall be appropriately applied to reflect the intended contents of the containers that are provided by the hauler. All containers shall be cleaned inside and outside and disinfected once every two weeks for food scrap collection containers, and periodically for rubbish and recycling to the satisfaction of the using agency. Multiple container sizing options must be available and delivered to the satisfaction of the using agency to accommodate variation in disposal amount for each of the three material streams. The size of each container shall be clearly marked on all containers. All containers must be leak-proof, secure – locking lids and lock shall be provided for all containers if needs arise at certain locations, totes must have wheels in working order so that staff can move them in and out of cafeteria spaces, tote washing or liners, provide sawdust and timely pick up schedule. The size of each container shall be clearly marked on all containers. All containers must have a drain plug. All 2, 4, 6 and 8 cubic yard containers must be equipped with a weatherproof cover. The 12, 20, 25, and 30 cubic yard containers have the option for weatherproof covers.
  - 3.1. All prices per pickup shall include all tip fees. Based on need, the frequency of pickup may be changed at any time during the contract period by the agency. All containers are priced on a per pickup basis including all tip fees, disposal fees and hauling charges.
  - 3.2. The agency may specify dumpsters and containers to be top loaded or front loaded that are lockable with a padlock at no additional charge. The using agency may specify dumpsters or containers to be clearly marked “CARDBOARD”, “PLASTICS”, etc.
  - 3.3. To coordinate the delivery of new containers under this Contract and/or the removal of old containers under a previous contract, the Contractor shall provide delivery of new containers at the date and time specified by the using agency in order to ensure an orderly changeover of dumpsters and containers at all locations. The agency shall

provide ten days notice for the delivery of new container. In the event of an emergency situation, vendors are required to respond within 24 hours.

- 3.3.1. In the event that an incumbent contractor is successful in retaining the contract awarded for the previous contract period, all containers utilized under the current contract must be labeled as directed in section 3, reconditioned and freshly painted inside and out or may require replacement at the discretion of the agency.
- 3.4. **Right-Size:** Contractor will work with the agency or department to ensure that the containers used for rubbish removal and recycling are the right-size containers for that location.
- 3.5. **Damaged Containers:** Whenever a container is damaged, the contractor replaces the damaged container as soon as possible but no later than one week following notification by the agency. All costs associated with replacement or repair of the equipment furnished by the contractor shall be the responsibility of the contractor.
- 3.6. **Pickups:** The frequency of pickups will be indicated on the agency purchase orders. Purchase orders may be issued for service to be provided "on call" or "as needed" based on agency requirements.
  - 3.6.1. The agency reserves the right to increase or decrease the number, size, and location of dumpsters and containers, in addition to the frequency of pickups, as the need arises. The agency shall provide ten days notice for any change in container size or service frequency.
  - 3.6.2. All pickups shall be made on the date and times as directed by the agency and servicing of the location shall be made known to the agency representative at each location. A written notice shall be left with agency representative after each service. The agency may substitute with written notice confirming service by the drive to allow the Contractor to fax or e-mail a confirming service notice to the specified agency representative for each dumpster serviced, provided each servicing notice is faxed to the specified agency representative within eight (8) hours after being picked up. The agency may discontinue the faxing alternative method at any time.
  - 3.6.3. The contractor will replace the container if it becomes unsafe upon the request of the agency.
- 3.7. **Failure to Pickup Penalty:** If the contractor is unable to pick up refuse on the regularly scheduled day, they shall notify the agency. Failure to do so will result in a deduction from the monthly charge equal to one fourth the monthly charge. No deductions will be made without first notifying the contractor and giving them reasonable time to reply. If the contractor fails to pick up a location on schedule, the trash must be collected by 11:00 a.m. of the day following.
  - 3.7.1. **Holidays:** When a pickup is scheduled on a national or state holiday, refuse shall be picked up either the day before or the day following the holiday. At no time

will the contractor allow trash to accumulate until the next regularly scheduled pick up day.

**3.8. Refuse Composition:** The 12, 20, 25, and 30 cubic yard containers generally will be used to dispose of mixed debris which may contain items picked up off highways. This debris may be comprised of the following: concrete, sand, dirt, gravel, bituminous, metal, appliances, mattresses, wood, paper, cloth goods, and any other highway debris not specified herein. The 2, 4, 6 and 8 cubic yard containers will be generally used for trash. Totes and other containers provided for recycling shall match the size and number of the trash containers. The recycling containers may be larger in size than the trash containers. Containers for collection of leaf, yard debris, clean wood, and architectural waste shall be made available from the Contractor upon request.

**3.9. Refuse Disposal:** All refuse collected and disposed of under this contract shall be accomplished in strict accordance with current applicable county; state and federal air and water pollution control and refuse disposal regulations. If landfill banned material is observed in the trash, or refuse the Vendor shall notify BGS within one week of the observance. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the material was observed in the refuse.

**3.10. Recycling:** Effective July 1, 2015, it is the law in the State of Vermont to recycle cardboard, mixed paper, glass, plastic (bottles) and aluminum (foil, and cans), etc. For ease of collecting these materials, it is a preference to collect these baseline recyclable materials in one container (single stream recycling). All recycling containers shall be emptied by a designated recycling truck and delivered to a certified recycling facility. All recycling containers shall be clearly marked for recycling and indicated as such in words as well as with the Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in dumpsters within one week of observed contamination, the Vendor shall work to resolve the issue with using agency or agencies served at that location. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the material was observed in the refuse. If Vendor observes contamination on three separate occasions, the Vendor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.

**3.11. Listed Recyclables (July 1, 2015) include:**

- Aluminum and steel cans
- Aluminum foil and aluminum pie pans
- Glass bottles and jars from foods and beverages
- Plastics #1 and #2 (PET and HDPE resin types)
- Corrugated cardboard
- White and mixed paper
- Newspaper, magazines, catalogues, paper mail, and envelopes
- Box board

- Box board

- 3.11.1. The State of Vermont as part of the outcome expectation is to model effective environmental stewardship.
- 3.12. **Prices:** Prices on Attachment are per pickup. Prices quoted are net price for the service required including tip fees. No additional charges will be allowed. Prices submitted shall include all tip fees in effect on the beginning date of this contract, disposal fees and hauling charges.
- 3.13. **Compactors:** All wiring, hoses, modifications required to operate compactors shall be at no cost to the State. If required by the using agency, the compactor is to be designed with the appropriate equipment to allow trash to be loaded into the compactor from an access walkway at the building level.
- 3.14. **Price Adjustment:** Prices will remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, the contractor may request a consideration of price change (increase), which will be subject to an annual review by the Office of Purchasing and Contracting. Request for additional increases will be limited to once in any twelve month period thereafter. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases to be offered immediately as they become available. Vendor must notify the Office of Purchasing and Contracting of any decreases in pricing.
- 3.15. **Delivery:** The Contractor shall furnish and deliver the required containers to agency locations as specified in the agency purchase order. If required by the agency, Contractor shall notify agency of delivery as specified on the purchase order.
- 3.16. **Examination of Site:** The Contractor shall conduct site inspections prior to delivering a container to agency location. The ultimate placement of the containers shall be designated by the agency and no extra charge will be assessed. Contractor will work with the agency to right size the container for the need.
- 3.17. **Monthly Reporting:** Reporting on a per ton basis must be provided per month to BGS for each of the material streams collected at each location where service is provided. The report must include relevant information such as container size and material stream intended for each container (may be aggregated if more than one container is provided per material stream), indicate each location clearly serviced, start and end dates of the reporting period, and the tonnage of each container (or aggregated material stream) that is provided under this contract.
4. **OUTCOMES:** The expected outcome is to enter into a contractual relationship with a strategic long-term business partner who will provide all services incidental to rubbish removal and recycling services that will ensure the highest degree of sanitation and recycling as well as maintaining the safety of personnel, staff and property. Minimum outcomes include the following:

- 4.1. Achieve ecological benefits from single stream recycling.
  - 4.2. Improve upon quantities of material currently being recycled.
  - 4.3. Develop other waste diversion and cost reduction initiatives.
  - 4.4. Maintain or reduce existing trash service levels during program transition.
5. **LANDFILL BANNED MATERIALS:** The State of Vermont is committed to a safe and healthy environment. The appropriate management of landfill banned materials protects human health and the environment. Vendor will immediately notify service location and BGS of landfill banned items and request removal before hauling. If something hazardous, BGS will work with a solid waste district or a hazardous waste contractor to ensure proper disposal of material. If something that hauler can assist with recycling (recyclables, scrap metal) then hauler will work with BGS to address issue. Three observances of landfilled banned material in incorrect collection containers per service location then Vendor can reject the entire load and bill accordingly. Link to landfill banned items <http://www.anr.state.vt.us/dec/wastediv/documents/LandfillBanPoster.pdf>. Mandated recyclables to be added July 1, 2015 and food scraps July 1, 2020.

**State of Vermont  
Office of Purchasing and Contracting  
Waste Hauling and Recycling  
Payment Terms  
Attachment B  
Page 1 of 2**

October 1, 2015

The State shall pay the Contractor an amount not to exceed \$25,000.00, as follows:

1. Pricing and Service Locations are identified on page 2 of 2 of Attachment B
2. **PRICE ADJUSTMENT:** Prices will remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, the contractor may request a consideration of price change (increase), which will be subject to an annual review by the Office of Purchasing and Contracting. Request for additional increases will be limited to once in any twelve month period thereafter. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases to be offered immediately as they become available. Vendor must notify the Office of Purchasing and Contracting of any decreases in pricing.
3. **EQUIPMENT:** If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
4. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. All invoices are to be Net 30.
5. The VISA Purchasing Card may be used as a form of payment under this contract.

**CANS**

City	Location	QTY	Can Size	SERVICE LEVEL Frequency	SERVICE CATEGORY	
					MSW / TRASH	OCC / RECYCLE
Ludlow	91 Route 100 North	1	2 YARD	1xW	\$ 31.00	\$ 45.00
Rockingham	State Police, Route 103	1	4 YARD	1XW	\$ 40.00	\$ 20.00
Rockingham	State Police, Route 103	1	8 YARD	1XW	\$ 62.50	\$ 62.50
Rockingham	991 VT. 103 Bellows Falls, VT 05101 Rockingham Garage	1	4 YARD	1xM	\$ 62.00	\$ 45.00
Westminister	Westminister Armory, 23 Armory Lane	1	4 YARD	1xW	\$ 40.00	-
Westminister	Westminister Armory, 23 Armory Lane 2 - 65 gal recycle totes	1	2 YARD	1xM	-	\$ 50.00
Westminister	FMS #4 Westminister, Sand Hill Road	1	2 YARD	1xW	\$ 30.00	-
Westminister	FMS #4 Westminister, Sand Hill Road (cardboard only)	1	2 YARD	1xM	-	\$ 45.00

**ROLL-OFFS**

City	Location	Haul Charge		Disposal Rate		Recyclables
		MSW	C&D	MSW	C&D	
Rockingham	State Police, Route 103	\$ 245.00	\$ 245.00	\$ 110.00	\$ 110.00	\$ 60.00
Springfield	Office Building, 100 Mineral St.	\$ 210.00	\$ 210.00	\$ 110.00	\$ 110.00	\$ 60.00
Springfield	Southern State Correctional Facility	\$ 210.00	\$ 210.00	\$ 110.00	\$ 110.00	\$ 60.00

**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 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 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 X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)