

CONTRACT

State of Vermont

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



Vendor ID 0000082303
Alltex Uniform Rental Service Inc
PO Box 842385
Boston MA 02284-2385
USA

Contract ID 0000000000000000000023191	Page 1 of 4	
Contract Dates 10/01/2012 to 09/30/2017	Origin CPS	
Description: CPS-UNIFORM RENTAL & CLEANING	Contract Maximum \$60,000.00	
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 603/625-9722 ext 141

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		UNIFORM RENTAL AND CLEANING	EA	0.00100	0.00	0.00

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Alltex Uniform Rental Services, Inc. (dba G&K Services), with principal place of business in Manchester, NH, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. 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 uniform rental and cleaning services for the State of Vermont on an as needed basis. 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 \$50,000.00.

4. Contract Term. The period of contractor's performance shall begin on July 1, 2014 and end on September 30, 2015, with an option to renew for Two (2) additional 12-month periods.

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 eleven (11) 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 06/09/2014)
- Attachment E - Depreciation Table

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 - Specifications of Work to be Performed
- (4) Attachment B - Payment Provisions
- (5) Attachment E - Depreciation Table

Contractor POC Information:
Heidi Reisdorff
802-233-8488
heidi.reisdorff@gksservices.com

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		amount appear in said contract shall be changed from \$50,000.00 to \$60,000.00.				

- Contract Term. The end date of Contract # 23191 wherever such references appear in said contract and its attachments, is changed from 09/30/2016 to 09/30/2017.
- State of Vermont Attachment C: Standard State Contract Provisions dated July 1, 2016 is incorporated as part of this order.
- 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.
- CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.
- CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO 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.
- CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):
- CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.
- PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE 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](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

All other terms and conditions of Contract # 23191 not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 3rd amendment to Contract # 23191 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@state.vt.us

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT						

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

1. Contractor shall provide uniform rental and cleaning service for the State of Vermont as follows:

To provide rental, laundering, maintenance, and regular pick-up and delivery of work uniforms to the delivery locations listed in Attachment D. Future locations may be added to the contract at any time.
2. The Contractor will be responsible for all costs associated with having the uniforms available for wearing including:
 - Proper fit
 - Emblems and name patches
 - Pickup of soiled uniforms
 - Drop off of cleaned uniforms
 - No charge for repairs
 - No charge replacements due to wear
3. Contractor shall provide the State with the "useful life" replacement cost of the uniforms based on normal wear and tear. Contractor shall provide the State with Replacement Cost (with depreciation table), per line item, on a Cost Matrix Form.
4. At a mutually arranged time, Contractor will meet with the Districts at their respective facilities. A presentation/interview is intended to provide the District with a full understanding of the contract and to clarify any technical issues affecting cost and/or service provisions of performance.
 - a. Contractor shall identify a representative of their company who will be the Point of Contact responsible for the District's needs.
 - b. The number of employees for which uniforms are listed is based upon the current staffing of the department. However, the State reserves the right to increase or decrease the number of employees and uniforms depending on its business needs.
5. **Uniform Characteristics & Quality:** With their District's consent, individual employees may initially choose short sleeve or long sleeve, denim jeans or twill trousers, or a combination thereof. Changes and/or replacements may only be done when authorized by a District supervisor, signed in advance.
 - a. Contractor shall take individual measurements and guarantee a proper fit.
 - b. All garments shall be 65% polyester and 35% cotton. Any change to this requirement will be coordinated with the State prior to implementation.
 - c. New material - Unless otherwise provided in the specifications, all goods to be supplied to the State shall be from new, unused, and of current stock.
 - d. Imprinted emblems and nametags are an optional use item, which may or may not be used at the discretion of the Districts.
 - e. Color of the uniforms furnished by the Contractor will be Navy Blue.
 - f. No starch or similar product is to be used.
6. **Delivery & Pick-up:** At no cost to the State, Contractor shall provide weekly deliveries of uniforms, freshly processed, repaired, and finished in accordance with generally acceptable standards of the textile rental industry. Contractor will replace merchandise worn out through normal wear and tear.
 - a. Every person (except where noted) will have 11 uniforms assigned to them personally; 5 at the beginning of the cycle that are ready to wear, 1 in use and 5 back at the contractors for cleaning, repairing, etc.
 - b. The Districts require once a week pickup and delivery, every week, Monday through Friday. Normal work hours for pickup and delivery are between 7:00 am and 2:00 pm.

- c. Uniforms must be in full compliance with the specifications contained in the contract. Harsh chemicals will not be used in the laundering process that may have adverse effects on personnel or uniforms.
 - d. Uniforms that are not clean, neat, or do not have a good appearance as specified will be rejected and no charge made. The contractor will mend, patch, and replace buttons as needed to maintain a good appearance at no charge to the District.
 - e. Contractor may choose to use a bar coding system to identify the State, District, and individual employee. All employees should be able to identify their own garments.
 - f. The Contractor will be responsible for identifying each garment, ensuring that it is returned to the same user.
 - g. All uniforms must be delivered to designated areas as coordinated with each Facility. Each employee uniform will be hung individually on hangers and bagged separately.
 - h. The Contractor will supply inventory count sheet of uniforms picked up and delivered each week before departure from premises.
 - i. In cases where delivery under this contract shall be necessarily delayed because of strike, injunction, government controls, or by reason of any other cause of circumstances beyond the control of the Contractor, the time of completion of delivery shall be extended by a number of days to be determined in each instance based on mutual agreement between the Contractor and the District.
 - j. The Contractor will arrange to schedule delivery either the day before or the day after a holiday in order to maintain the once a week pickup and delivery schedule. Contractor is required to notify the Districts on which day (before or after the holiday) they have chosen, at least one (1) week prior to the holiday.
 - k. Upon notification from the District, services for an employee leaving the District, will not be billed for service after employee has left.
 - l. Districts shall be able to suspend deliveries for employees on long-term leave (>4 weeks). No charges shall be made for the uniforms of suspended employees.
 - m. Upon notification from the District, uniforms are to be supplied for new employees within two weeks.
7. **Loss and Ruin:** Uniforms supplied by the Contractor under this contract are the property of the Contractor. The State shall pay for uniforms that are lost or damaged, except through normal wear and tear, and is not responsible for lost uniforms by the Contractor.
- a. Under no circumstance is the Contractor authorized to order new uniforms or replace damaged uniforms without the approval of the District. If the Contractor orders or replaces uniforms without the approval of the District the Contractor will bear the full responsibility for all related costs.
 - b. Uniform piece being replaced for damage must be presented to District for inspection before replacement and becomes the property of the District upon damage fee charge.
 - c. If Contractor discovers uniform losses by an employee the contractor will notify the employee and the District when a loss is discovered and will request status from the District within 5 business days. The District will assist with the recovery.
 - d. It is the Contractor's responsibility to retrieve all ruined/damaged uniforms from District employees. The District will assist with the retrieval. The District shall pay for merchandise damaged due to employee negligence.
 - e. The Contractor will notify the District of lost or missing uniforms, by the next business day, close of business.
 - f. Contractor will contact employee on a weekly basis for follow-up on uniform loss or ruin. A weekly report will be provided to the District and the employee on loss or ruin status.
 - g. If the Contractor delivers an item to the wrong location and the garment is not recovered at its original location, the Contractor is responsible for its replacement.

8. **Damage & Repairs:** The cost of all normal repairs shall be included in monthly fee. The Contractor will make all repairs in a good workmanship manner, to the satisfaction of the District.
- a. The District need not identify the items needing repair. However, "hard to find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment label. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. "No Charge" is to be made for corrective actions.
 - b. If it is suspected that an employee of the District has damaged a uniform, the Contractor shall notify the District as soon as practical to address and correct the problem.
 - c. Repairs shall be made in accordance with the following instructions:
 - Tears and rips may be repaired without cloth backing if completed closure can be made.
 - If fabric is missing, a patch, which matches the garment in color, shall be used to replace missing material and/or reinforcement material.
 - Broken zippers will be repaired or replaced with equivalent quality.
 - Broken, bent, or missing buttons will be replaced with equivalent quality.
 - Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.

9. **Contract Termination:**

- a. The Contractor agrees to provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the District or another Contractor. To provide continuing services, the Contractor shall provide full disclosure to the District and third party Contractor of the status and procedures for uniform services.
- b. The State authorizes a 90 calendar day contract lead-time transition period to allow sufficient time to coordinate services, assemble properly sized uniforms, make name changes, and attach reflective tape where required. On expiration or termination of a contract, the District(s) and contractor shall conduct a joint physical inventory of all clean and soiled rental items. A credit shall be issued to the District for all returned clean rental items. This inventory shall also be used to make final reconciliation of lost or damaged rental items. Final payments to the contractor shall be withheld until all transactions or arrangements for inventory reconciliation and item removals have been completed to the satisfaction of the District.

ATTACHMENT B: PAYMENT PROVISIONS

The State shall pay the Contractor an amount not to exceed \$50,000.00 as follows:

1. Contractor shall submit monthly invoices with the contract number to the District facility renting the uniforms.
2. Monthly billing will be by each individual District and will be for actual number of uniforms rented. The District responsible for each employee's charges will be established at the commencement of the contract. Invoices must be dated, specifying the contract number, the location receiving services, unit cost, quantity breakdown and total invoice amount. Additional employees and or Districts may be added during the life of this contract at the same contract prices.
3. The State shall not be responsible for any expenses of the Contractor not specifically authorized by this Contract.
4. In consideration of the services performed by Contractor, the State agrees to pay Contractor in accordance with the following established rates.

1) Established rates according to the Price Schedule below:

Type of Garment	# Sets per employee	Weekly Cleaning	Unit price per week	Tot Cost per employee per week
1. Trousers / Jean	11	5 uniforms	\$ 0.25	\$ 2.70
2. Trousers / Twill	11	5 uniforms	\$ 0.15	\$ 1.60
3. Shirts – Long sleeve button-up	11	5 uniforms	\$ 0.15	\$ 1.60
4. Shirts – Short sleeve button-up	11	5 uniforms	\$ 0.15	\$ 1.60
5. Shirts - polo	11	5 uniforms	\$ 0.25	\$ 2.75
6. Shirts – 100% cotton	11	5 uniforms	\$.2045	\$ 2.25

- 2) Any additional services deemed necessary by the state must first be approved in advance by the state, and will be billed at the rates listed below.
6. The District is responsible for paying all loss and damage charges to the Contractor in agreement with the Replacement Cost per unit price detailed in the Cost Matrix Form. Replacement costs shall be based on the unused portion of the useful life of the garment on a straight-line depreciation basis. A separate monthly Loss and Ruin invoice is required. The invoice will identify the service location, employee name or number, number and description of items, and per item charge due the Contractor. Replacement costs are not to be included on the flat monthly fee invoice.
7. On a monthly basis, Contractor will email an Employee Uniform Use Status Report, (to include Loss and Ruin data) in Excel format, to the Districts utilizing the contract for coordination against employee employment rolls.
8. Any services outside of this agreement shall not be allowed.
9. Payment terms are net 30 days.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

B. Internal Controls: In the case that this Agreement is a Grant 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).

C. Mandatory Disclosures: In the case that this Agreement is a Grant 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.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 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.

15. 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.

16. 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only 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.

19. 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 shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>

23. 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.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT E
DEIVERY LOCATIONS

District 1
359 Bowen Road
Bennington VT 05201

District 2
870 US Rte. 5
Dummerston, VT.05301

District 3
122 State Place
Rutland VT 05701

District 4
221 Beswick Drive
White River Jct., VT 05001

District 5
400 US Route 7
Colchester, VT 05446

5 Barnes Avenue, Colchester 05446
Essex Jct., VT 05453

District 7
1068 US Rte 5, Suite 2
St. Johnsbury, VT 05819

District 8
680 Lower Newton Road
St. Albans, VT 05478

District 9
611 US Rte 5
Newport, VT 05855

Central Garage
US Rte 302 #1756
Berlin, VT 05602

ATTACHMENT F
DEPRECIATION TABLE

TYPE OF GARMENT	USEFUL LIFE IN YEARS
1. Trousers / Jean	Up to 1.5 years
2. Trousers / Twill	Up to 2 years
3. Shirts – Long sleeve button-up	Up to 2 years
4. Shirts – Short sleeve button-up	Up to 2 years
5. Shirts – polo	Up to 1.5 years