

# State of Vermont

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

# CONTRACT



**Supplier 0000354099**  
**Core-Mark Midcontinent, Inc.**  
**47 Market Street**  
**Gardiner ME 04345**  
**United States**

<b>Contract ID</b> 0000000000000000000037657	<b>Page</b> 1 of 6
<b>Contract Dates</b> 01/04/2019 to 01/05/2021	<b>Origin</b> CPS
<b>Description:</b> CPS-COFFEE SUPPLIES-INFO CTRS	<b>Contract Maximum</b> \$310,000.00
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		COFFEE, REGULAR, DECAF AND FLAVORED, 2.2 OZ. PACKETS, 100/CS, MFR. GREEN MTN COFFEES, EACH PACKET YIELDS 8/8 OZ, SERVINGS.	CS	109.60000	0.00	0.00
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INDICATE PRODUCT NUMBER AND FLAVOR AT TIME OF ORDER.

415411 - KEURIG GMC COFF BRLFST BLND, 100/2.2 OZ.  
415405 - KEURIG GMC COFF VERMONT CNTY 100/2.2 OZ.  
415410 - KEURIG GMC COFF OUR BLEND, 100/2.2 OZ.,

2		COFFEE, REGULAR, DECAF AND FLAVORED, 2.2 OZ. PACKETS, 50/CS, MFR. GREEN MTN COFFEES, EACH PACKET YIELDS 8/8 OZ, SERVINGS.	CS	54.80000	0.00	0.00
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INDICATE PRODUCT NUMBER AND FLAVOR AT TIME OF ORDER.

415407 - KEURIG GMC COFF DECF COLOMB, 50/2.2 OZ.  
415409 - KEURIG GMC COFF DRK MAGIC, 50/2.2 OZ.  
415412 - KEURIG GMC COFF FRNCH VAN, 50/2.2 OZ.  
415408 - KEURIG GMC COFF HAZELNUT, 50/2.2 OZ.  
415423 - KEURIG GMC COFF PUMPKIN SPCE, 50/2.2 OZ.  
429832 - KEURIG GMC COFFEE ISLAND COCO, 50/2.2 OZ.  
415415 - KEURIG GMC COFF DECF VT BLD, 50/2.2 OZ.  
440597 - KEURIG GMC COFF CIN SUGAR CKIE, 50/2.2 OZ.  
440318 - KEURIG GMC COFF TOAST MARSH MOCH, 50/2.2 OZ.  
415417 - KEURIG GMC COFF WLD MTN BLUB, 50/2.2 OZ.

3		TEA, REGULAR, 28/1 OZ./BOX, 6 BX/CS MFR. BIGELOW	CS	17.16000	0.00	0.00
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INDICATE PRODUCT NUMBER AND FLAVOR AT TIME OF ORDER.

460465 - BIGELOW TEA LEMON LIFT - 28/1.92 oz.  
189423 - BIGELOW TEA GREEN DECAF  
436393 - BIGLOW TEA CONSTANT COMMENT  
710582 - BIGELOW TEA EARL GREY  
727735 - BIGLOW TEA GREEN TEA  
727727 - BIGELOW TEA MINT MEDLEY HERBAL  
499715 - BIGELOW TEA ORANGE+SPICE  
727743 - BIGELOW TEA I LOVE LEMON HERBAL  
727768 - BIGELOW TEA COZY CHAMOMILE HERBL  
710574 - BIGELOW TEA ENGLISH TEATIME

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4		SUGAR, PACKETS PC, 2000 PER CASE DOMINO #195446	CS	22.68000	0.00	0.00
5		SUGAR IN THE RAW, 1200/CS ISLAND CRYSTALS #457480	CS	31.74000	0.00	0.00
6		SWEETNER, PINK, 2000/CS. BRAND: SWEET N LOW #943753	CS	22.07000	0.00	0.00
7		SWEETNER, YELLOW, 2000/CS, BRAND: SPLEND#900399	CS	37.41000	0.00	0.00
8		CREAMER, 1/2 & 1/2, ASCEPTIC, 384 CT, BRAND: INTERNATIONAL DELIGHT #244319	CS	20.31000	0.00	0.00
9		STIR STICK, WOOD, 8", 1,000/BX #456564	BOX	5.89000	0.00	0.00
10		CUP, HOT - 10 OZ. COMPOSTABLE, 1000/CS.#455787	CS	49.91000	0.00	0.00
11		LIDS, DOME, FOR 10 OZ CUPS, NON-COMPOSTABLE, 1000/CS. #457108	CS	35.15000	0.00	0.00
12		SLEEVES FOR 10 OZ. CUPS, JAVA JACKETS, 500/CS., RECYCLED CONTENT 100%, POST CONSUMER CONTENT 60%, #457469	CS	22.08000	0.00	0.00
13		ECOTAINER LIDS, DOME, WHITE FOR 10 OZ CUPS, COMPOSTABLE, 1000/CS. #440598	CS	45.83000	0.00	0.00

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14		HOT CHOCOLATE MIX, 50/.713 OZ., NESTLES #81851	CS	12.20000	0.00	0.00
15		K-CUPS COFFEE, 96/CT,	BOX	59.96000	0.00	0.00
16		BULK WHOLE BEAN COFFEE: 6/18 OZ.	CS	52.43000	0.00	0.00
17		FILTERS 12 CUPS, COFFEE, 1000/CTN, #475723	CTN	0.01000	0.00	0.00
18		FILTER, 1.5 GAL, COFFEE #43208, 2/250 CTN.	CTN	0.01000	0.00	0.00
19		CLEANER, COFFEE, URNEX CLEARLY 12/14 OZ. #456271	CS	0.01000	0.00	0.00
20		BRUSH, 22 IN, COFFEE URN, URNEX, #456272	EA	0.01000	0.00	0.00
21		GLASS, 12X.5, GAUGE BRUSH, URNEX #426273	EA	0.01000	0.00	0.00
22		BRUSH, AIRPOT, CLEANING #455348	EA	0.01000	0.00	0.00
23		DECANTER, GMC, BROWN, REGULAR 1/2GL. #416113	EA	0.01000	0.00	0.00
24		DECANTER, GMC, ORANGE, DECAF 1/2GL. #416111	EA	0.01000	0.00	0.00



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33		ADDITIONAL POTS, BREWING, BREWER SUPPLIES	EA	0.01000	0.00	0.00

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Core-Mark Midcontinent, Inc., with a principal place of business in Gardiner, ME, (hereinafter called "Contractor"). Contractor's form of business organization is Incorporated. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Coffee and Supplies for Information Centers. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$310,000.00.

4. Contract Term. The period of contractor's performance shall begin on January 4, 2019 and end on January 5, 2021 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. 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. Termination for Convenience. This contract may be terminated by the either party at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 14 pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract 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: \_\_\_\_\_

## ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide coffee and tea brewing equipment and supplies for the State of Vermont, Building & General Services Information Centers throughout the State. The contractor shall provide at least one regular and one decaffeinated variety of coffee and herbal teas along with the brewing equipment and supplies.

1. The contractor shall provide each Welcome/Information with two or more quality coffee brewers. Contractor shall provide at no charge half gallon air pots for coffee as needed for each Information Center. Replacement air-pots shall be available at no expense to the State.
2. All equipment, parts, time travel and any other additional expenses are to be included at no charge. Brewers are to be cleaned and serviced on a bi-annual basis and should this not suffice to keep the locations equipment in acceptable working condition Core-mark can increase the preventative maintenance frequency as needed on a per location basis. The State agrees to only use the items on this contract when purchasing products for the locations listed in paragraph 7. The brewers and equipment will remain the property of the contractor. Brewers shall be maintained and repaired and replaced by the contractor as needed. Twenty-four (24) hour response time is required on all equipment failure.
3. Contractor shall provide at no additional charge all cleaners/filters for brewing pots, air-pots throughout the contract period.
4. Contractor shall provide at no additional charge, drip trays for air-pots, hook/hanger id cards for identifying products in air-pot, pump rods or replacement parts for air-pots.
5. Contractor shall deliver any order within 5 business days.
6. Penalty may be imposed on contractor that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's contract. The accessible quality lever for on-time delivery will be 99%; the customer will report deliveries that do not meet the contractor's promised delivery performance may be reviewed in periodic contract reviewing between the State of Vermont and the Contractor.
7. The Contractor shall deliver coffee and supplies as listed in this contract to all facilities. The following is a list of locations that are serviced by this contract.

**Alburgh Welcome Center** – 70 Route 2 North Main Street

**Bennington** – 100 Route 279 East, Bennington, Vermont

**Bradford Information Center** – I-91 Northbound, Mile Marker 100

**Derby Welcome Center** – 1076 Route I-91 Southbound, Mile Marker 177

**Fair Haven Welcome Center** – 47098 Prospect St (Rt. 4) near Mile Marker 1

**Georgia North Information Center** – 5200 Route 89 North, Mile Marker 110

**Georgia South Information Center** – 5800 Route 89 South, Mile Marker 111

**Hartford South Information Center** – I-91 Southbound, Mile Marker 68.2

**Lyndon Information Center** – I91 Southbound, Mile Marker 141

**Capital Region Information Center** – 134 State Street Montpelier, Vermont

**Randolph South Information Center** – I89 Southbound, Mile Marker 33.5

**Sharon North Information Center** – I-89 Northbound, Mile Marker 10

**Waterford Welcome Center** – 1270 I-93 Northbound, Mile Marker 1

**Williston North Information Center, I-89 Northbound, Mile Marker 82**

**Williston South Information Center** – I-89 Southbound, Mile Marker 83

8. Contractors will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below. Each report shall 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 shall 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

9. All pricing is to include F.O.B. delivery to the ordering facility. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, all packaging and containers shall become 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.
10. All products will be new and unused. All products provided by the contractor shall meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section the will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
11. 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.
12. This contract is also available for use by the University of Vermont and the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.
13. This contract is also available for use by Towns and Schools of the State of Vermont. It should be noted that all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

## ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the Contractor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** 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, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.

Prices and/or rates shall remain firm for the initial term of the contract unless Core-Mark of New England receives a price change from the manufacturer or supplier of a product. In order for any price change to be accepted by the State of Vermont Core-Mark New England must provide a 30-day notice to an the VT Office of Purchasing and Contracting along with written notice from the manufacturer/supplier on their letterhead detailing the price change.

5. Keurig Green Mountain shall provide the State of Vermont an annual amount \$5000 each year that their product(s) detailed in this contract are featured in the Information Centers. These amounts are available for 24 month life of this contract and for two additional 12 month periods should this contract be renewed – a potential total of \$20,000 (\$5,000 every 12 month cycle).

The only requirement that Keurig Green Mountain has is that Core-Mark be award this contract a meeting occurs in June 30, 2019 between those representing the State of Vermont, Core-Mark New England, and Keurig Green Mountain where Keurig Green Mount can present the State of Vermont and to confirm how this funding can be transferred to the State.

6. Contractor shall submit invoices to the State for products, and at the rates, identified on Pages 1 - 3 of the Standard Contract Form.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**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 this 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 this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

**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 this 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 this 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 12 ("Location of State Data"); 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 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

**24. 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.

**25. 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.

**26. 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.

**27. Termination:**

**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. 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.

**28. 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.

**29. No Implied Waiver of Remedies:** Either 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.

**30. 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.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 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 accordance with 2 CFR 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.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)