STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Cloud's Path Farm, with a principal place of business in Sheffield, VT (the "Contractor") that the contract between them originally dated as of December 1, 2017, Contract # 35278, as amended to date, (the "Contract") is hereby amended as follows:

I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from November 30, 2019 to November 30, 2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

Taxes Due to the State. Contractor 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 2 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**CLOUD'S PATH FARM**
By: _____	**By: _____**
Name: _____	**Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Cloud's Path Farm, with a principal place of business in Sheffield, VT (the "Contractor") that the contract between them originally dated as of December 1, 2017, Contract # 35278, as amended to date, (the "Contract") is hereby amended as follows:

I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from November 30, 2018 to November 30, 2019.

II. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**CLOUD'S PATH FARM**
By: _____	**By: _____**
Name: _____	**Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**

CONTRACT

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

Vendor ID 0000357350
Cloud's Path Farm
491 Hod Brooks Rd
Sheffield VT 05866
United States

Phone #:

Contract ID		Page
00000000000000000000035278		1 of 2
Contract Dates		**Origin**
12/01/2017 to 11/30/2018		CPS
Description:		**Contract Maximum**
CPS-FOOD SCRAPS & RECYCLING		$45,000.00
Buyer Name	**Buyer Phone**	**Contract Status**
Wortman,Linda	828-5684	Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FOOD SCRAPS & RECYCLABLE COLLECTION SERVICES	EA	0.01000	0.00	45,000.00

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 Cloud's Path Farm, with its principal place of business in Sheffield, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a Partnership. 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 food Scrap Removal and Compost 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 $45,000.00.

4. Contract Term. The period of contractor's performance shall begin on December 1, 2017 and end on November 30, 2018 with an option to renew for Three (3) 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 the State by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 15 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 07/01/2016)

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

CONTRACT

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

Vendor ID 0000357350
Cloud's Path Farm
491 Hod Brooks Rd
Sheffield VT 05866
United States

Phone #:

Contract ID		Page 2 of 2
00000000000000000000035278		
Contract Dates		**Origin**
12/01/2017 to 11/30/2018		CPS
Description:		**Contract Maximum**
CPS-FOOD SCRAPS & RECYCLING		$45,000.00
Buyer Name	**Buyer Phone**	**Contract Status**
Wortman,Linda	828-5684	Approved

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

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

State of Vermont
Office of Purchasing and Contracting
Compost Recycling
Scope of Work
Attachment A

December 1, 2017

1. Contractor shall provide all labor and equipment necessary to complete food scrap removal and compost recycling services as described in this Contract.
2. Contractor POC Information:
   Samuel Carter
   Cloud's Path Farm
   491 Hod Brooks Road
   Sheffield VY, 05866
   802-535-4670
3. 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.
4. **Right-Size:** Contractor shall work with the agency or department to ensure that the containers used for compost recycling are the right-size containers for that location.
5. **Pickups**: The frequency of pickups shall 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.

   5.1.1. The agency reserves the right to increase or decrease the number, size, and location of recycling 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, quantity, or service frequency.

   5.1.2. 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.

6. **Failure to Pickup:** If the contractor is unable to pick up recycling on the regularly scheduled day, they shall notify the agency. If the contractor fails to pick up a location on schedule, the recycling must be collected by 11:00 a.m. of the day following.
7. **Holidays:** When a pickup is scheduled on a national or state holiday, compost recycling shall be picked up either the day before or the day following the holiday. At no time will the contractor allow compost to accumulate until the next regularly scheduled pick up day.
8. **Compost Disposal:** All compost 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 compost recycling disposal regulations.
9. **Compost Recycling:** Contractor shall recycle compost in accordance with Appendix-A.
    9.1.1. The State of Vermont as part of the outcome expectation is to model effective environmental stewardship.
10. Contractor shall provide food scrap separation and compost trainings for State employees.
11. Contractor shall provide food scrap separation & compost posters and training manuals, when available.
12. Contractor shall provide monthly data on the approximate weight of food scraps collected and composted.
13. Contractor shall provide technical assistance for solving issues as they arise.
14. **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.

    14.1. **Price Adjustment:** Request for additional increases will be limited to once in any twelve-month period. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deeded 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.

15. **Contamination and Tote Rejection:** Totes shall be examined by Contractor or its nominee for contaminants listed in Appendix-A prior to being collected and hauled to the compost facility. Tote examination is required to prevent the transportation of trash to the composting facility.

    15.1. Totes will be rejected if any of the following are found:
    1) More than two (2) items of easily removable trash, or
    2) Any amount of trash that is difficult to remove such as butter wrappers, disposable tableware, packaged produce, broken glass, motor oil, or tiny bits of Styrofoam packaging.

15.2. If a tote(s) is/are rejected as a result of contamination the collection driver shall leave a rejection notice on the tote. Drivers are not responsible for removing or disposing of trash contamination found in food scraps. The State shall dispose of the contaminated food scraps along with their other trash before the next week's collection.

15.3. Tote rejection incidents shall be followed up, whenever possible, by a phone call from Contractor to assist the State in identifying ways to improve the system to reduce contamination. If totes are rejected two or more times both parties shall work together to address issue(s), including a re-training of staff.

Payment Terms
Attachment B
Page 1 of 2

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 or services 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
    b. a current IRS Form W-9 (signed within the last six months).
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. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are identified on page 2 of 2 of Attachment B.
4. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
5. PRICE ADJUSTMENT: Request for additional increases shall be limited to once in any twelve-month period. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deeded to be excessive. Decreases to be offered immediately as they become available. Vendor shall notify the Office of Purchasing and Contracting of any decreases in pricing.
6. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
7. Contractor shall submit invoice with contract number to the applicable Project Manager using the contract.

APPENDIX "A"

These items cannot be composted:

- Metal
- Plastic
- Styrofoam
- Hazardous wastes
- Paper products with plastic liners
- Milk & orange juice cartons
- Sugar packets
- Grease or food items contaminated with cleaning agents
- Compostable bags, utensils, cups
- Store-bought flowers
- PLU stickers

All food scraps can be recycled:

- Meat & bones
- Milk, cheese, & other dairy
- Fruits, vegetables, & peels
- Soups & sauces
- Dressings & condiments
- Flour, bread, & pasta
- Nuts & shells
- Seafood & shells
- Coffee grinds
- Oils & fats
- Eggs & egg shells
- Spices

Additionally, the following items can be composted:

- 100% fiber paper towels & napkins
- Cardboard egg cartons
- Fiber coffee filters

Reminder: totes will be rejected if any of the following are found:

➢ More than two (2) items of easily removable trash, or

➢ Any amount of trash that is difficult to remove such as butter wrappers, disposable tableware, packaged produce, broken glass, motor oil, or tiny bits of Styrofoam packaging.

CLOUD'S PATH FARM Services Contract # 35278 Attachment B - Payment Provisions Page 2 of 2	State of Vermont - Office of Purchasing and Contracting Waste Hauling and Recycling Services Contract dates: December 1, 2017 - November 30, 2018

				SERVICE LEVEL	CHARGE PER PICK-UP		
City	Location	Quantity Waste	Can Size	Frequency	MSW / TRASH	OCC / RECYCLE	FOOD SCRAPS
Newport	Northern State Correction Facility 2559 Glen Road	12	48 Gal Tote	1XW	-	-	$ 20.00
Newport	Emory Hebert State Office Buulding 81 Main St.	3	48 Gal Tote	1XW	-	-	$ 20.00

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)