

State of Vermont

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

CONTRACT



Supplier 0000377960
Absolute Spill Response, LLC
21 Metro Way, Suite 7
P.O. Box 309
Barre VT 05641
USA

Contract ID 0000000000000000000038293		Page 2 of 2
Contract Dates 01/01/2020 to 07/31/2021		Origin CPS
Description: CPS-EMERGENCY RESP&HAZARD DIS		Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #:

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

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

- 1. DETAILED REQUIREMENTS:** The purpose of this service is **EMERGENCY RESPONSE AND HAZARDOUS WASTE**. Contractor shall conduct hazardous waste related operations within the State of Vermont, and any other States within which waste materials shall be transported, disposed of, and/or treated.

Services shall be required throughout the State of Vermont in accordance with all applicable regulations and in a manner that will maximize hazardous waste disposal service at a reasonable cost.

The required services are for the following types of waste materials:

- a. Among the covered services are: hazardous chemical waste collection and transportation; management and disposal; waste sampling, analysis and profiling; waste management related labor; and emergency response.
- b. Underground Storage Tank closure services in accordance with the Department of Environmental Conservation's Underground Storage Tank Rules.

1.1. The following services shall be provided by Contractor under this contract:

- Contractor shall provide hazardous waste sampling and analysis.
- Contractor shall provide waste stream characterization, and definition of each applicable EPA ID Code.
- Contractor shall properly and accurately develop the applicable Hazardous Waste Manifest, as required by the State of Vermont, and federal laws.
- Contractor shall provide appropriate Department of Transportation Containers to contain and ship hazardous waste. This shall include providing all the proper labels to meet DOT and EPA Regulations for the safe handling and shipping.
- Contractor shall ensure proper handling of containers and waste so as not to create a potential for spillage and environmental contamination.
- Contractor conducting waste sampling, handling and disposal shall be properly trained, qualified, and equipped to conduct hazardous waste spill response activities. All personnel conducting waste collection shall meet the minimum criteria contained in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.
- Contractor shall safely transport and dispose of all wastes at an approved hazardous waste disposal location, meeting the requirements contained in 40 CFR 264.
- Contractor shall submit to the State of Vermont all appropriate documentation within the required timeframe to validate the entire process from time of material pickup to ultimate disposal.
- Contractor shall prepare and submit a report summarizing activities to profile and identify waste; remove, transport, and dispose of waste, and include all applicable documentation, such as manifest, bill of lading, etc.
- Contractor shall provide underground Storage Tank closure services in accordance with the Department of Environmental Conservation's Underground Storage Tank Rules. Services to include closure notification to the Department of Environmental Conservation, earthwork, tank cleaning, tank removal and disposal, excavation and stockpiling and disposal of soil contaminated with petroleum hydrocarbons, confirmation soil sampling, and closure reporting.

- The State may request that the Contractor perform other tasks, at a mutually agreed scope, fee schedule, and payment schedule based on rates provided in proposal.

1.2. Hazardous Material Collection and Disposal: The primary waste streams shall be supported by the Contractor, from the following sources:

- Automotive wastes
- Flammable liquids
- Halogenated and non-halogenated organic solvents
- Paint and paint products
- Acid, alkaline and aqueous solutions with and without heavy metals
- Lab pack pesticides/herbicides and other chemicals
- Aerosol cans
- Liquid oxidizers and solid bulk oxidizers
- Liquid mercury and mercury saturated articles
- Vinyl asbestos tile or other conditionally exempt asbestos containing materials
- Soil contaminated with petroleum hydrocarbons
- Soil contaminated with solvents
- Soil contaminated with heavy metals other than mercury
- Debris contaminated with chemicals
- Heavy metal bearing solids
- Propane tanks
- Unknown compressed gases
- Hazardous sludge
- PCB contaminated materials
- Low-level radiological waste
- Batteries (nickel/cadmium; lead)
- Lab pack non-compatible chemicals
- Regulated drugs
- Mercury containing wastes
- Other unknown chemicals

1.3. Waste Collection and Transport: Contractor shall ensure that all waste materials are appropriately sorted, packed, collected from the State Facility and transported to an approved recycling, treatment or disposal facilities in accordance with all applicable regulations. Pick-up shall be scheduled within five business days of notification.

- 1.3.1. Contractor shall notify the requesting Agency 24 hours prior to pick-up to confirm scheduled pick-up time or request a change.
- 1.3.2. Contractor shall prepare all required shipping papers for the transport of item under the contract
- 1.3.3. Contractor shall pick-up waste from the requesting Agency within 10 business days from initial request, unless otherwise requested.
- 1.3.4. Contractor shall classify package or repackaging waste as necessary in DOT approved shipping containers.
- 1.3.5. Contractor shall provide appropriate labels to meet shipping requirements.

- 1.3.6. Contractor shall load containers with contractor provided equipment and labor
- 1.3.7. Contractor shall transport waste to designated facilities within timeframes specified in the Vermont Hazardous Waste Management Regulations (VHWMR).
- 1.3.8. Contractor shall submit an itemized invoice and forwarding copies of hazardous waste shipping papers to the appropriate parties within required time frames as specified in the VHWMR.
- 1.3.9. Contractor shall provide a 24/7 toll-free phone number for placing orders and for answering questions about services provided.
- 1.4. **Identification of unknowns and management of abandoned waste:** The Contractor shall provide for profiling, identification and the safe collection and disposal of abandoned hazardous waste or other unknown waste.
 - 1.4.1. Respond within 3 business days to calls for management of abandoned waste
 - 1.4.2. Wear appropriate PPE in accordance with all regulations.
 - 1.4.3. Perform field chemical screen for unknown wastes.
 - 1.4.4. Provide analytical services to characterize waste if field screenings are not sufficient.
 - 1.4.5. Provide on-site sample collection services.
 - 1.4.6. Repack or over pack the container in which it was found.
 - 1.4.7. Move waste to a safe area for the time required for lab analysis.
 - 1.4.8. Manifest and provide safe disposal of waste.
 - 1.4.9. Provide lab data and any other relevant information to the requesting Agency.
 - 1.4.10. Provide a description of available field screening and in-house laboratory service and submit certification information for any contract laboratories used to perform analysis.
 - 1.4.11. Provide a plan for identifying and managing abandoned or unknown waste (Attachment-E).
- 1.5. Recycling and disposal services:
 - 1.5.1. Contractor shall provide for the ultimate disposition of wastes at approved facilities through the following methods if appropriate:
 - Recycled
 - Reclaimed
 - Neutralized or treated
 - Fuel Blended
 - Incinerated
 - Landfilled
 - 1.5.2. The contractor shall ensure that Receiving Facilities will recycle or reclaim; neutralize or treat; dispose of remaining waste material and send appropriate copies of all manifests back to the requesting facility within regulatory time limit.
 - 1.5.3. The contractor shall send a certificate of recycling for all recycled materials to the requesting facility.
 - 1.5.4. The contractor shall send a certificate of destruction for all non-recycled material to the requesting facility.
- 1.6. **Storage Containers:** Contractor shall provide all storage containers necessary for proper handling of hazardous materials, including but not limited to: 5 gallon pail, 30 gallon drum, 55 gallon drum, cubic yards boxes.
- 1.7. **Emergency Response and Immediate Response Services:** Certain conditions require immediate emergency actions of limited scope and duration, to protect public health and the environment.
 - 1.7.1. Contractor is required to respond within three hours of being contacted by the requesting Agency.

1.7.1.1. Contractor shall have ability to begin work, including equipment, on either the day of the response request or within another timeframe approved by the requesting agency.

1.7.2. Contractor shall provide emergency response services and process for addressing emergency situations.

1.8. **Permits:** Contractor shall provide documentation that the all applicable transporters and receiving facilities possess all Federal, State and Local permits and licenses necessary to provide the services offered in response to this RFP. Documentation shall include the dates and activities for which permits are valid, permit numbers, and the names of specific individuals at each regulatory agency that may be contact to discuss the permits.

1.9. **Contractor Responsible Spills:** The Contractor is solely responsible for any and all spills or leaks that a rise out of their contract obligation and which occur as a result of or are contributed to by the actions of its agents and employees. The Contractor shall be responsible for clean-up of spills in accordance with applicable federal, state and local laws and regulations. The Contractor shall clean up and dispose of spill debris at no addition cost to the State or Agency.

1.10. Upon request, Contractor shall certify in writing to the State department or agency requesting services under this contract that the Contractor has no unresolved violations with the Vermont Agency of Natural Resources. All current violations issued to Contractor by the Vermont Agency of Natural Resources shall be resolved to the satisfaction of the State prior to the provision of services under this contract.

2. **TOWNS AND SCHOOLS AND STATE COLLEGES OF THE STATE OF VERMONT:** This contract is also available for use by Towns and Schools, 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. 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.

3. **SALES POINT OF CONTACT INFORMATION:**

Jeffrey Simone
802-552-4200
jsimone@absolutespillresponse.com

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. 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.
4. 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.
5. Invoices shall be submitted to the State at the address of the Agency requesting the service.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are listed in Attachment-D.

**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)

**PRICE SCHEDULE - ATTACHMENT D
HAZARDOUS MATERIAL COLLECTION & DISPOSAL**

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

- Emergency Response
- Hazardous Waste Disposal
- Universal Waste Disposal

AOT District 1	\$200
AOT District 2	\$200
AOT District 3	\$125
AOT District 4	\$125
AOT District 5	\$125
AOT District 6	\$100
AOT District 7	\$125
AOT District 8	\$150
AOT District 9	\$125

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

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

**PRICE SCHEDULE
HAZARDOUS MATERIAL COLLECTION & DISPOSAL**

Material Categories	Method of Disposal (e.g. recycling, reclamation)	Unit of Measure	Unit Price
Automotive Wastes	Recycle	GALLON	\$1.20/ \$75/drum
Flammable Liquids	Fuel Blending	GALLON	\$2.39/\$130/drum
Halogenated & Non-Halogenated Organic Solvents	Fuel Blending	GALLON	\$2.85/\$263/drum
Paint and Paint Products	Fuel Blending	GALLON	\$2.20/\$120/drum
Acid, alkaline and aqueous solutions with heavy metals	Treatment	GALLON	\$2.75/\$174/drum
Lab pack pesticides/herbicides and other chemicals	Incineration	GALLON	\$10.2/\$550/drum
Aerosol cans	Fuel Blending	GALLON	\$5.45/\$285/drum
Liquid oxidizers and solid bulk oxidizers	Stabilization	GALLON	\$8.35/\$465/drum
Liquid mercury and mercury saturated articles	Retort/Recycle (30-gal drum)	GALLON	\$11.4/\$345/drum
Vinyl asbestos tile or other conditionally exempt asbestos containing materials	Landfill	POUND	\$0.25 \$135/drum
Soil contaminated with petroleum hydrocarbons	Thermal Adsorbation	POUND	\$0.12 \$95/drum
Soil contaminated with solvents	Fuel Blending	GALLON	\$6.50/\$425/drum
Soil contaminated with heavy metals other than mercury	Stabilization/Landfill	POUND	\$3.45/\$175/drum
Debris contaminated with chemicals	Fuel Blending	GALLON	\$5.95/\$335/drum
Heavy metal bearing solids	Stabilization	GALLON	\$3.75/\$205/drum
Propane Tanks (Medium Sized)	Recycle	EACH	\$55.00
Unknown compressed gases	Treatment/Incineration	Case	by Case
Hazardous sludge	Fuel Blending	GALLON	\$2.95/\$195/drum
PCB contaminated materials	TSCA Landfill	GALLON	\$3.95/\$215/drum
Low level radioactive materials	Case by Case	Case by Case	Case

Bidders Name: ABSOLUTE SPILL RESPONSE, LLC Date: 30 April 2019

PRICING SCHEDULE

MATERIAL STORAGE CONTAINERS AND PACKING MATERIALS

Storage Container	Unit of Issue	Unit Price
5 Gallon Pail	EA	\$ 13.00
30 Gallon Drum	EA	\$ 45.00
55 Gallon Drum	EA	\$ 48.00
Cubic Yard Box	EA	\$ 115.00
80 Gallon over drum	EA	\$ 215.00

Packing Materials	Unit of Issue	Unit Price
Vermiculite	Bag EA	\$ 25.00
Charcoal	50# Bag EA	\$ 80.00
Bubble Wrap	100 Sq.ft EA	\$ 28.00
	EA	\$

Please Note: Additional containers are identified in our rate sheet.

Bidders Name: ABSOLUTE SPILL RESPONSE, LLC.

Date: 30 April 2019

HOURLY LABOR RATES

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

		Hourly Labor Rate
Monday – Friday	7:45 AM to 4:30 PM	\$ 65.00
Monday – Friday	After 4:30 PM	\$ 70.00
Saturday or Sunday	7:45 AM to 4:30 PM	\$ 75.00
Saturday or Sunday	After 4:30 PM	\$ 82.00
Overtime Rates	Over 8 hours	\$ 70.00
State Holidays		\$ 82.00

Costs associated with the testing, handling and or removal of abandoned waste are listed below. All disposal and transportation cost must comply with costs stated in the disposal and transportation sections of the price schedule.

Testing, handling and removal services	Cost
1. Sample Collection Fee	\$ 15.00
2. TCLP Extraction	\$ 25.00/sample
3. TCLP RCRA 8 Metals	\$ 315.00/sample
4. Total Petroleum Hydrocarbons (8015DRO/GRO)	\$ 90.00/sample
5. VT DEC Volatiles List (8021b)	\$ 90.00/sample
6.	\$
7. Other analysis will be billed cost plus 10%	\$
8.	\$

Bidders Name: ABSOLUTE SPILL RESPONSE, LLC Date: 30 April 2019

PRICING SCHEDULE

Transportation Charges

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

Region	Quantity		
	1-5 Items	6-10 Items	Over 10 Items
AOT District 1	\$200.	\$200.	\$175
AOT District 2	\$200.	\$200.	\$175.
AOT District 3	\$125.	\$125.	\$115.
AOT District 4	\$125.	\$125.	\$115.
AOT District 5	\$125.	\$125.	\$115.
AOT District 6	\$100.	\$100.	\$100.
AOT District 7	\$125.	\$125.	\$115.
AOT District 8	\$150.	\$150.	\$150.
AOT District 9	\$125.	\$125.	\$115.

Pricing is for drummed and/or containerized waste.

Bidders Name: ABSOLUTE SPILL RESPONSE, LLC

Date: 30 April 2019

ABSOLUTE

SPILL RESPONSE, LLC

2019 Rate Sheet

Personnel:	Scheduled		Over-Time		ER & Off-Hours	ER/OT
Supervisor	\$75.00	hour	\$85.00	hour	\$115.00	\$125.00
ER Team Leader	---	hour	\$95.00	hour	\$105.00	\$115.00
Base Coordinator	---	hour	\$65.00	hour	\$75.00	\$85.00
Senior Scientist	\$115.00	hour	\$125.00	hour	\$130.00	\$140.00
Project Manager	\$100.00	hour	\$115.00	hour	\$120.00	\$130.00
Staff Scientist	\$80.00	hour	\$88.00	hour	\$90.00	\$100.00
Field Service Foreman	\$75.00	hour	\$83.00	hour	\$95.00	\$105.00
Equipment Operator	\$72.00	hour	\$78.00	hour	\$85.00	\$95.00
Field Service Technician	\$65.00	hour	\$70.00	hour	\$75.00	\$85.00
Per Diem- Overnights* GSA Rate	\$175.00	person	Per Diem \$125/per person/day			
Vac Truck	\$125.00	hour	Labor Rate Categories:			
Vactor Truck (Tank Sludge)	\$150.00	hour	Overtime Hours	M-F 5pm to 8am, Saturday		
Hydro Excavator	\$250.00	hour	Premium Hours	Sundays, Holidays, and over 10 hrs per day		

* Labor Rates are based on a (4) Hour Minimum; Portal to Portal - from office equipment is originating from.

Major Equipment:

Vacuum Truck 3000 Gallon	\$300.00	half-day	\$500.00	day	\$650.00	ER (Day Minimum)
Box Truck (Waste Disposal)	\$215.00	half-day	\$360.00	day	---	ER (Day Minimum)
Box Truck (ER)	\$312.00	half-day	\$520.00	day	\$520.00	ER (Day Minimum)
Tri Axle Roll-Off Truck	\$75.00	hour	\$75.00	hour	\$500.00	ER (Day Minimum)
Tri Axle Dump Truck	\$85.00	hour	\$85.00	hour	\$650.00	ER (Day Minimum)
Six (6) Wheel Dump Truck	\$70.00	hour	\$70.00	hour	\$475.00	ER (Day Minimum)
Field Services Truck with Tools (Haz Prmt)	\$150.00	half-day	\$200.00	day	\$200.00	ER (Day Minimum)
Small Dump Truck (Haz Prmt)	\$150.00	half-day	\$250.00	day	\$315.00	ER (Day Minimum)
SuperVac Truck	\$675.00	half-day	\$1,200.00	day	\$1,400.00	ER (Day Minimum)
SuperVac Truck with line jetting system	\$840.00	half-day	\$1,400.00	day	\$1,700.00	ER (Day Minimum)
Hydro-Excavator	\$1,170.00	half-day	\$1,950.00	day	\$1,950.00	ER (Day Minimum)
Flat Bed Trailers	\$104.00	half-day	\$200.00	day	\$225.00	ER (Day Minimum)
Mobile Water Treatment System	---	half-day	\$700.00	day	\$750.00	ER (Day Minimum)
Emergency Response Trailer	\$70.00	hour	\$420.00	day	\$420.00	ER (Day Minimum)

Vehicle Type:	Per Mile Rate
Pickup Truck/Car/Van	IRS Rate
Box Truck w/Lift gate	\$0.90
Tractor with Drum Trailer, Flatbed	\$0.75
Roll-Off Truck	\$0.90
Vacuum Truck	\$0.90
SuperVac	\$0.95
Hydro-Excavator	\$1.00

Roll-Off Bin/ Frac Tanks:	Daily	Weekly	Monthly
Roll-Off Bin Liquid Tight 15 cy*	\$25.00	\$150.00	\$600.00
Roll-Off Liners	\$66.00 each		
Frac Tank 20k*	\$60.00	\$360.00	\$1,440.00
Frac Tank 10K*	\$48.00	\$288.00	\$1,152.00

Marine Equipment:

Response Boat (Large w/150hp motor)*	\$720.00	half-day	\$1,200.00	day
Response Boat (Medium w/25hp motor)*	\$342.00	half-day	\$570.00	day
Row Boat	\$40.80	half-day	\$85.00	day
Boat Trailer	\$65.00	half-day	\$85.00	day
Marine PPE	---	half-day	\$35.00	day
Harbor Boom/River Boom (50' section)	\$2.00	per foot per day		

Heavy Equipment / Earth Moving:

Large Excavator- Up to 34,000 LB	\$250.00	Hour w/Op
Mid-Size Excavator- Up to 29,000 LB	\$215.00	Hour w/Op
Mini-Excavator	\$500.00	day
Front-End Loader	\$2,300.00	wk
Skid Steer	\$450.00	day
Earth Moving Attachments	\$290.00	day
Large Skid Steer with rubber track	\$650.00	day
Compactor- Plate type	\$115.00	day
CAT - D5 Bull-Dozer	\$675.00	day

Pumps/ Hoses and GW Treatment:

Chemical Transfer Hose (1") per 10'	\$50.00	day	\$200.00	week
Transfer Hose (1") per 10'	\$15.00	day	\$60.00	week
Transfer Hose (2") per 10'	\$20.00	day	\$80.00	week
Transfer Hose (3") per 10'	\$30.00	day	\$120.00	week
Transfer Hose (4") per 10'	\$40.00	day	\$160.00	week
Fire Hose per 50'	\$25.00	day	\$100.00	week
Basement Sump Pump	\$50.00	day	\$200.00	week
Drum Head Pump (not intrinsically safe)	\$60.00	day	\$240.00	week
Drum Head Vactor (enviro-drum)	\$750.00	day	\$3,000.00	week
Chemical Transfer Pump (2")	\$325.00	day	\$1,300.00	week
Pneumatic Pump SS (1")	\$85.00	day	\$340.00	week
Submersible Pump (1")	\$90.00	day	\$360.00	week
Submersible Pump (2")	\$100.00	day	\$400.00	week
Submersible Pump (3")	\$150.00	day	\$600.00	week
Utility Trash Pump (2")	\$95.00	day	\$380.00	week
Utility Trash Pump Wheeled (3")	\$150.00	day	\$600.00	week
Liquid Phase Activated Carbon (50lb)	\$85.00	bag		
Vapor Phase Activated Carbon (50lb)	\$85.00	bag		
Vapor Phase GAC Drum w/Carbon	\$575.00	each		
Vapor Phase Blower (small)	\$35.00	day	\$150.00	week
Virgin Coconut Shell Carbon	\$130.00	bag		

Air Travel:

Unmanned Aircraft System (FAA SB314)

Helicopter and Fixed Wing - Cost plus 20% (FAA Pilot; FAA Required O&M per air mile)

\$350.00	half-day	\$500.00	day	\$75	video no editing
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Drilling:

AMS Track Mounted Drill Rig w Operator	\$175.00	hour	\$1,350.00	day	\$810	Half-Day
Mobilization/Demobilization	—	hour	\$200 to \$450	day	based upon location	
Macro Sleeves (1 per 5' drilling)	\$8.00	each				
1-Inch Well (20' installed with road box)	\$145.00	well	Grout Pump	\$300.00	day	
2-Inch Well (20' installed with road box)	\$185.00	well	Discrete Sampler	\$275.00	day	
4-Inch Well (20' installed with STL stickup)	\$385.00	well				
Gas Point (up to 15' installed)	\$145.00	well	Day rate assumes up to 8 hrs onsite. Additional time will be billed at \$165./hour			
Drillers Sand	\$18.00	bag				
Bentonite	\$28.00	bag				

Safety Equipment:

Chemax -1	\$13.00	each
Chemax -2 (Taped Seams)	\$32.50	each
Chemax -3 (Corrosive)	\$48.75	each
Respirator (Full Face)	\$40.00	each/day
Organic Vapor	\$35.00	pair
Acid Gas	\$45.00	pair
Multi Gas	\$45.00	pair
Mercury Vapor	\$65.00	pair
Poly-Coated Tyvek (yellow)	\$44.00	each
White Tyvek	\$26.00	each
Self Contained Breathing Apparatus*	\$50.00	bottle + refill
SCBA Bottle Refill	\$45.00	each
Level B PPE (w/Polytyvek)	\$245.00	man per day
Leather Gloves	\$5.50	each
Level D PPE	NC	no charge
CSE Equipment	\$150.00	day
Bonding and Grounding Set	\$200.00	day
Nitrile Gloves (inner)	NC	pair
Nitrile Gloves (outer)	\$3.75	pair
Bunker Gear	\$125.00	each
FR Overalls	\$225.00	each
Winter Insulated Gloves	\$10.00	pair
PVC Dipped Gloves	\$8.50	pair

Meters and Detectors:

PID	\$95.00	day
4-Gas Meter	\$95.00	day
Chlorine Meter	\$125.00	day
Metal Detector	\$30.00	day
ph Cond. Temp	\$40.00	day
Interface Probe	\$50.00	day
Mercury Meter	\$450.00	day

DOT/UN Rated Containers:

DOT Approved STL Open Top 55-Drum	\$50.00	drum
DOT Approved STL Closed Top 55-Drum	\$55.00	drum
DOT Approved Poly Closed Top 55-Drum	\$65.00	drum
DOT Approved Poly Open Top 55-Drum	\$60.00	drum
DOT Approved Poly Open Top 30-Drum	\$45.00	drum
DOT Approved Poly Open Top 5-Drum	\$25.00	drum
DOT Approved Overpack 85-Drum (steel)	\$175.00	drum
DOT Approved Overpack 95-Drum (poly)	\$200.00	drum
250-Gallon Tote	\$215.00	each
Cubic Yard Box with Liner/pallet	\$115.00	each
Drum Liner	\$3.00	each

Butyl Rubber Gloves	\$65.00	pair
Tingly Hazmat Boots	\$150.00	pair
Boot Covers (Chicken Booties)	\$3.25	pair
Chest Waders	\$25.00	use
Decontamination (basic - pools)	\$50.00	day
Decontamination (hi-haz-shower)	\$250.00	day
Portable Eye Wash/Safety Shower	\$85.00	day
* Level A and B have a 1.25% labor multiplier for personnel		

ABSOLUTE

SPILL RESPONSE, LLC

Adsorbent:			Sampling/ Field Testing/Chemicals :		
Oil Absorbent Boom 5" X 10'	\$37.50	each	Chlor-D-Tect 4000	\$25.00	each
Vermiculite	\$20.00	bag	pH Paper/sticks	\$30.00	package
Granular Absorbent	\$20.00	bag	Plug n' Dike	\$5.00	pound
Oil Only pads (heavy weight)	\$104.00	bale 100ct	Citric Acid (50lb)	\$225.00	bag
Universal Pads (heavy weight)	\$105.00	bale 100ct	Lime (50lbs)	\$225.00	bag
Poly Barrier 100' x 20'	\$110.00	roll	Soda Ash (50lb)	\$127.00	bag
Poly Bags (100' roll)	\$125.00	roll	Sulfamic Acid (50lb)	\$225.00	bag
Oil Snare on a Rope	\$100.00	box	Biodegradable Cleaner	\$1.25	gallon
			Alconox Cleaner	\$1.95	gallon
			Biocide	\$35.00	gallon
			Virex	\$50.00	gallon
			Mercon-X	\$98.00	gallon

Miscellaneous Equipment:

Pressure Washer/ Steam Cleaner	\$125.00	day
Generator- 50KW	\$450.+ fuel	day
Generator (9.5KW or less)	\$100.00	day
Chop/ Cut Off Saw	\$125.00	day
Tow Behind Air Compressor (185cfm)	\$250.+fuel	day
Air Compressor (small)	\$45.00	day
Power Broom	\$60.00	day
Air-Knife	\$45.00	day
Light Tower w/Generator	\$230.00	night
Coppus Blower (Explosion Proof)	\$90.00	day
Concrete Saw with Blade	\$250.00	day
Reciprocating Saw	\$60.00	day
Portable Floodlight	\$30.00	each
General Power Tools	\$40.00	day/each
Concrete Corer 6 to 8"	\$170.00	day
Chain Saw/Chaps/PPE	\$75.00	day
Jack Hammer with Bit	\$85.00	day
Glycol Ground Heater 6,000 sqft	\$2,875.00	week

Compactor walk-behind	\$125.00	day
Traffic Sign Package	\$100.00	day
Heat Blanket	\$50.00	day
Hand Auger	\$25.00	day
Grade Stakes	\$2.35	ea.
PCB Labels	\$1.50	ea.
Snow Fence	\$3.50	foot
4" Disposal Hose (100' roll)	\$195.00	roll
6" Disposal Hose (100' roll)	\$282.00	roll
RollOff Liner	\$100.00	each
Duct Tape	\$6.50	roll
Caution Tape	\$15.00	roll
Rope 1/4 inch nylon	\$0.75	foot
Rope 1/2 inch nylon	\$1.75	foot