

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and ABLE Waste Management, Inc. with a principal place of business in Plymouth, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2020, Contract # 40760, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$132,266.80 to \$215,000.00, representing an increase of \$82,733.20.

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. 3, 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

ABLE Waste Management, Inc.

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and ABLE Waste Management, Inc. with a principal place of business in Plymouth, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2020, Contract # 40760, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$185,000.00 to \$215,000.00, representing an increase of \$30,000.00

- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2023 to September 30, 2024. 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

ABLE Waste Management, Inc.

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Agency of Administration/Buildings & General Services (the "State") and ABLE Waste Management, Inc. with a principal place of business in Plymouth, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2020, Contract # 40760, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$160,000.00 to \$185,000.00, representing an increase of \$25,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2022 to September 30, 2023.

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. 1, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

ABLE WASTE MANAGEMENT, INC.

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

Date: _____

Date: _____

State of Vermont

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

CONTRACT



Supplier 0000006438
A B L E Waste Management
1515 Lynds Hill Road
Plymouth VT 05056
USA

| | | |
|--|--------------------------------|--|
| Contract ID 000000000000000000040760 | | Page 1 of 2 |
| Contract Dates 10/01/2020 to 09/30/2022 | | Origin CP |
| Description: TRASH, RECYLCING & COMPOSTING | | Contract Maximum \$40,000.00 |
| Buyer Name Linda T Wortman | Buyer Phone 828-4658 | Contract Status Approved |

Phone #: 802-672-3569

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|-------------------------------|-----|------------|---------|-----------|
| 1 | | TRASH, RECYLCING & COMPOSTING | EA | 0.01000 | 0.00 | 40,000.00 |

STANDARD CONTRACT FOR SERVICES

- 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 ABLE Waste Management, Inc. with its principal place of business in Plymouth, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.
- 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 \$40,000.00
- Contract Term.** The period of Contractor's performance shall begin on October 1, 2020 and end on September 30, 2022 with four (4), one (1) year renewal options.
- 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.
- 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.
- Termination for Convenience.** This contract may be terminated by the State 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.
- Attachments.** This contract consists of 8 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)
- 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

CONTRACT

State of Vermont

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



Supplier 0000006438
A B L E Waste Management
1515 Lynds Hill Road
Plymouth VT 05056
USA

| | | |
|--|--------------------------------|--|
| Contract ID 0000000000000000000040760 | | Page 2 of 2 |
| Contract Dates 10/01/2020 to 09/30/2022 | | Origin CP |
| Description: TRASH, RECYLCING & COMPOSTING | | Contract Maximum \$40,000.00 |
| Buyer Name Linda T Wortman | Buyer Phone 828-4658 | Contract Status Approved |

Phone #: 802-672-3569

| 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: E-SIGNED by Jennifer Fitch
on 2020-10-26 15:48:45 GMT

Name: Jennifer Fitch

Acting Commissioner

Title: Buildings & General Services

Email: _____

By the CONTRACTOR

Date: 10-23-20

Signature: Bonnie L Gzielt

Name: Bonnie L Gzielt

Title: Office Manager

Email: ablewastemanagement@gmail.com

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

1. The Contractor shall provide to the State all labor and equipment necessary to complete waste hauling, recycling and composting services.
2. Contractor shall provide to the State top-loaded and front-loaded waste and recycling containers of the types and sizes indicated on Attachment B. Contractor shall ensure that all containers are freshly painted and clearly labeled with the Agency of Natural Resources universal recycling symbols, which shall reflect the intended contents of the containers. Contractor shall ensure food scrap/compost collection containers be cleaned inside and outside and disinfected once every week to the satisfaction of the using agency. Contractor shall deliver containers in sizes needed to accommodate all variations in disposal amounts for each of the three material streams. Contractor shall clearly mark the size of each container on the outside. Contractor shall ensure that: all containers are leak-proof, have a drain plug, and are secure (locking lids and lock shall be provided if requested by the using agency at no additional cost); totes have wheels in working order so that using agency staff can move them in and out of cafeteria spaces; tote washing or liners are provided as requested by the using agency; and sawdust is provided as requested by the using agency. Contractor shall further ensure that: all 2, 4, 6 and 8 cubic yard containers are equipped with a weatherproof cover; and all 12, 20, 25 and 30 cubic yard containers are equipped with weatherproof covers, if requested by the using agency.
 - 2.1. Based on need, the frequency of pickup may be changed at any time during the contract period by the using agency. All containers are priced on a per pickup basis including all tip fees, disposal fees and hauling charges except as noted for the large rolloff containers.
 - 2.2. Contractor shall ensure that BEARPROOF containers shall match container requirements in all respects except that they shall be constructed and physically maintained in a manner that successfully prohibits access by bears into the container while maintaining public access to dispose of material or is certified by the Interagency Grizzly Bear Committee (list available at http://igbconline.org/wp-content/uploads/2016/03/161216_Certified_Products_List.pdf). Contractor shall provide BEARPROOF containers in locations directed by the using agency.
 - 2.3. To coordinate the delivery of new containers under this Contract and/or the removal of old containers under a previous contract, the Contractor shall provide delivery of new containers at the date and time specified by the using agency in order to ensure an orderly changeover of dumpsters and containers at all locations. The using agency shall provide ten days' notice for the delivery of a new container. In the event of an emergency situation, Contractor shall respond within 24 hours.
 - 2.3.1. In the event that Contractor is an incumbent contractor from the previous contract period and elects to utilize containers from that period, Contractor shall label all such containers as directed in Section 2, recondition and freshly paint the inside and outside of such containers, or replace such container upon request of the using agency.
 - 2.4. As the individual rubbish, food scraps, and recycling removal contracts/locations throughout the State of Vermont expire, the Contractor(s) awarded the contract shall receive a purchase order from the using agency for their corresponding locations and requirements.
 - 2.5. Right-Size: Contractor shall ensure that the containers used for rubbish removal, food scraps, and recycling are the right-size containers for that location.
 - 2.6. Damaged Containers: Whenever a container is damaged, Contractor shall replace the damaged container as soon as possible, but in no event later than one week following notification by the using agency. All costs associated with replacement or repair of the equipment furnished by the contractor shall be the responsibility of the contractor or the person/company that damaged the container.

- 2.7. Pickups: The frequency of pickups shall be indicated on the using agency purchase orders. Purchase orders may be issued for service to be provided "on call" or "as needed" based on using agency requirements.
- 2.7.1. The using agency reserves the right to increase or decrease the number, size, and location of waste and recycling containers, in addition to the frequency of pickups, as the need arises. The using agency shall provide ten days' notice for any change in container size or service frequency.
- 2.7.2. Contractor shall ensure that all pickups are made on the date and times as directed by the using agency and that servicing of the location is made known 24 hours in advance to the using agency representative at each location.
- 2.7.3. Contractor shall replace any container if the using agency determines that the container has become unsafe.
- 2.8 **Failure to Pickup:** If Contractor is unable to pick up waste or recycling on the regularly scheduled day, it shall notify the using agency in writing and schedule an alternative time for pick up no later than 11:00 a.m. the following day. Failure to provide such notification will result in a deduction from the monthly charge equal to one-fourth the monthly charge. No deductions will be made without first notifying Contractor and providing a reasonable time to reply.
- 2.8.1. Holidays:** When a pickup is scheduled on a national or State of Vermont holiday, Contractor shall pick up waste and recycling either the day before or the day following the holiday. At no time will Contractor allow waste or recycling to accumulate until the next regularly scheduled pick up day.
- 2.9 **Waste and Recycling:** Contractor shall provide upon request from using agency containers for collection of leaf, yard debris, clean wood, and architectural waste.
- 2.10 **Waste Disposal:** Contractor shall collect and dispose of all waste under this contract in strict accordance with current applicable county, State and federal regulations, including those regarding air and water pollution control and refuse disposal. If landfill-banned material is observed in the collected waste, the Contractor shall notify BGS within one week of the observance. Contractor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the collected waste.
- 2.11 **Food Scrap Collection:** It is the State of Vermont's intention to manage all food scraps separately from trash, refuse, and recyclables. All food scrap containers must be emptied on a consistent schedule by a designated food scrap collection truck and delivered to a certified composting or anaerobic digestion facility. All food scrap collection containers must be clearly marked for food scraps and indicated as such in words as well as with the appropriate Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in containers or dumpsters within one week of observed contamination, the Vendor must work to resolve the issue with using agency or agencies served at that location. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the refuse. If Vendor observes contamination on three separate occasions the Vendor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee. Compost containers are to be cleaned each week. During freezing weather the compost containers are to be replaced with a new container each week so that compost can be thawed out and cleaned by the composting company.
- 2.12 **Recycling:** Effective July 1, 2015, it is the law in the State of Vermont to recycle cardboard, mixed paper, glass, plastic (bottles) and aluminum (foil, and cans), etc. Contractor shall empty all recycling containers into a designated recycling truck and deliver those materials to a certified recycling facility. Contractor shall notify the using Agency and BGS of contamination in any recycling container within one week of observed contamination. Contractor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the container. If Contractor observes contamination on three separate occasions, over a 90 day period of time, the Contractor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.

- 2.13 **Prices:** The per pick up prices in Attachment B are all-inclusive.
- 2.14 **Compactors:** Contractor shall provide all wiring, hoses, modifications required to operate compactors. If required by the using agency, the compactor is to be designed with the appropriate equipment to allow trash to be loaded into the compactor from an access walkway at the building level.
- 2.15 **Cancellations or additions:** The using agency reserves the right to cancel any purchase order, or any parts thereof, or made additions to the purchase order upon a ten (10) day written notice to the Contractor. The charge for any additions or deletions shall be in accordance with the price schedule.
- 2.16 **Requirements Regarding Invoicing and Payments:** If there are issues associated with payment of invoices, it is urgent that service continue uninterrupted. If contractor believes that there is an unreasonable payment delay or underpayment occurring, contractor shall give written notice to the applicable Agency or Department of the State responsible for the particular site, with a CC of that notice to the Purchasing Agent, within the Office of Purchasing and Contracting, responsible for the waste contracts.
- 2.17 **Delivery:** Contractor shall furnish and deliver the required containers to the using agency locations as specified in the using agency purchase order. If required by the using agency, Contractor shall notify using agency of delivery as specified on the purchase order.
- 2.18 **Examination of Site:** Contractor shall conduct site inspections prior to delivering a container to using agency location. The ultimate placement of the containers shall be designated by the using agency and no extra charge will be assessed. Contractor shall ensure that the container supplied is the right size and type for the need.
- 2.19 **Monthly Reporting:** Reporting on a per ton basis must be provided per month to BGS and the Military Department (or using agency) for each of the material streams collected at each location where service is provided. The report must include relevant information such as container size and material stream intended for each container (may be aggregated if more than one container is provided per material stream), indicate each location clearly serviced, start and end dates of the reporting period, and the tonnage of each container (or aggregated material stream) that is provided under this contract.
3. **LANDFILL BANNED MATERIALS:** Contractor shall immediately notify in writing the using agency and BGS of landfill banned materials and request removal before hauling. Link to landfill banned items <https://dec.vermont.gov/sites/dec/files/wmp/SolidWaste/Documents/2015-LandfillBan-Poster-FINAL.pdf>

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
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. **PRICE ADJUSTMENT:** Prices will remain firm for the first twenty-four months of the contract. Once the first twenty -four months of the contract has passed, Contractor may request in writing a consideration of price change (increase), which will be subject to an annual review by the Office of Purchasing and Contracting. Request for additional increases shall be limited to once in any twelve-month period thereafter. All increases are subject to annual review. The BGS Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases shall be offered immediately as they become available. Contractor shall notify the Office of Purchasing and Contracting in writing of any decreases in pricing.
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. 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.
6. Invoices shall be submitted to: Vermont Agency of Commerce & Community Development, 1 National Life Drive, Davis Bldg., 6th floor, Montpelier, VT 05620-0501 or AOT, 223 Beswick DR, White River Junction, VT 0500
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as identified below:

| City | Location | Quantity | Can Size | Frequency | Charge per Pick - Up | Monthly Rental |
|-----------|----------------------------------|----------|----------|-----------|----------------------|----------------|
| Plymouth | Calvin Coolidge Historic site | 1 | 12 YD | Bi-Weekly | \$240.00 | \$60.00 |
| Randolph | 100 Bettis Road | 1 | 12 YD | | \$360.00 | \$60.00 |
| Rochester | 135 State Garage RD | 1 | 12 YD | | \$360.00 | \$60.00 |
| Royalton | 1953 Vermont Rte 107 | 1 | 12 YD | | \$360.00 | \$60.00 |

| | | | | | | |
|--------------------|-------------------|---|----------------|--|----------|---------|
| Thetford | 1333 Route 113 | 1 | 12 YD | | \$360.00 | \$60.00 |
| Tunbridge | 754 VT Rte 110 | 1 | 12 YD | | \$360.00 | \$60.00 |
| White River Jct | 226 Beswick Drive | 1 | 20 YD Trash | | \$360.00 | \$60.00 |
| White River Jct | 226 Beswick Drive | 1 | 20 YD Metal | | n/c | n/c |
| Windsor | 1640 Route 5 | 1 | 12 YD | | \$360.00 | \$60.00 |

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.