

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 Myers Container Corp., with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Section 7 of Attachment B is amended by the addition of the following requirement set forth below.

ADD: BGS Warehouse located at 780 E. Barre Road in Barre, Vermont, 4-Yard Trash, every other week, to start on March 1, 2024 at a cost of \$95.32 per month.

ADD: BGS Warehouse located at 780 E. Barre Road in Barre, Vermont, 4-Yard Recycling, every other week, to start on March 1, 2024 at a cost of \$62.95 per month.

II. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C dated December 7, 2023 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 3 pages. Except as modified by this Amendment No. 10, 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**

**Myers Container Corp.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

Commissioner - Buildings and

**Title:** General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 07, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 07, 2023) 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>.**

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 Myers Container Corp., with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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 \$1,500,000 to \$1,700,000, representing an increase of \$200,000.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from November 30, 2023 to November 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. 9, 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**

**Myers Container Corp.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

Commissioner - Buildings and

**Title:** General Services

**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 Myers Container Corp., with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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 \$1,300,000 to \$1,500,000, representing an increase of \$200,000.
- II. **Attachment B, Payment Provisions.** The payment provisions are amended as follows: Section 7 of Attachment B is amended by the addition of the following requirements as set forth in the attachment 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 3 pages. Except as modified by this Amendment No. 8, 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**

**Myers Container Corp.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

**Contract # 40684 Myers Container Corp. - SOV Trash Recycling & Composting  
Contract Amendment # 8 - Adding CRCF Recycling**

Customer	Service City	Qty	Type	Service	Pick Ups	Rate Per pick up
Chittenden Regional Correctional Facility (CRCF), 7 Farrell St.	S. Burlington	4	68 Gallon	RECYCLING	3xWK	\$20.00

STATE OF VERMONT  
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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 Myers Container Corp., with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Section 7 of Attachment B is amended by the addition of the following requirements as set forth in the attachment 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 3 pages. Except as modified by this Amendment No. 7, 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**

**Myers Container Corp.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

**Contract # 40684 Myers Container Corp. - SOV Trash Recycling & Composting  
Contract Amendment # 7 - Additions/Corrections**

Customer	Service City	Qty	Type	Service	Pick Ups	Rate Per pick up
Building A, 2178 Airport Rd -AOT	Berlin	1	10YD	TRASH	1TW	\$94.41
Building A, 2178 Airport Rd -AOT	Berlin	1	8 YD	RECYCLING	1TW	\$45.70
678 Airport Rd - AOT	Highgate	1	2YD	TRASH	EOW	\$72.90
678 Airport Rd - AOT	Highgate	NA	NA	RECYCLING	NA	NA
244 Industrial Park Rd - AOT	Newbury	1	3YD	TRASH	1TW	\$53.10
244 Industrial Park Rd - AOT	Newbury	NA	NA	RECYCLING	NA	NA
73 High Street - MIL	Lyndonville	1	4YD	TRASH	EOW	\$32.15
73 High Street - MIL	Lyndonville	NA	NA	RECYCLING	NA	NA
Building 3020, 789 National Guard Dr - MIL	Colchester	1	8YD	TRASH	1TW	\$39.66
Building 3020, 789 National Guard Dr - MIL	Colchester	NA	NA	RECYCLING	NA	NA
578 Turnpike North - VSP	Berlin	1	8YD	TRASH	1TW	\$79.56
578 Turnpike North - VSP	Berlin	NA	NA	RECYCLING	NA	NA

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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 Myers Container Corp., with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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 \$1,125,000 to \$1,300,000, representing an increase of \$175,000.

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. 6, 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**

**Myers Container Corp.**

**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, Department of Buildings and General Services, Office of Purchasing and Contracting, (the "State") and Myers Container Corp, with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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 \$975,000 to \$1,125,000, representing an increase of \$150,000.

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. 5, 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**

**MYERS CONTAINER CORP.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer 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, Department of Buildings and General Services, Office of Purchasing and Contracting, (the "State") and Myers Container Corp, with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Attachment B is hereby deleted in its entirety and replaced as set forth in the attachment 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 9 pages. Except as modified by this Amendment No. 4, 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**

**MYERS CONTAINER CORP.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch  
Commissioner - Buildings and  
General Services

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### 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. **PRICE ADJUSTMENT:** Prices shall remain firm for the first twelve months of the contract. Once the first twelve 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 the ordering State Agency or Department.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as identified on Attachment B – Price Schedule.

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

#### Contract # 40684 (CHANGE ORDER # 4) - Myers Container Corp. - SOV Trash Recycling & Composting

Customer	Service City	Qty	Type	Service	Pick Ups	New Rate
COURT HOUSE, 255 NORTH MAIN ST	BARRE	1	4 YARD	TRASH	1XW	\$32.15
COURT HOUSE, 255 NORTH MAIN ST	BARRE	1	4 YARD	RECYCLING	1XW	\$17.45
MCFARLAND BUILDING, 5 PERRY STREET	BARRE	1	4 YARD	TRASH	1XW	\$32.15
MCFARLAND BUILDING, 5 PERRY STREET	BARRE	1	4 YARD	RECYCLING	1XW	\$17.45
1756 US ROUTE 302	BERLIN	1	8 YARD	TRASH	EOW	\$135.03
1756 US ROUTE 302	BERLIN	1	4 YARD	RECYCLING	1XW	\$32.15
VT PSYCHIATRIC HOSPITAL; 350 FISHER ROAD	BERLIN	1	8 YARD	TRASH	2XW	\$52.92
VT PSYCHIATRIC HOSPITAL; 350 FISHER ROAD	BERLIN	1	4 YARD	RECYCLING	2XW	\$31.32
JOHN ZAMPIERI BLDG, 108 CHERRY ST	BURLINGTON	1	6 YARD	TRASH	2xW	\$39.64
JOHN ZAMPIERI BLDG, 108 CHERRY ST	BURLINGTON	1	6 YARD	RECYCLING	2xW	\$19.96
COSTELLO COURTHOUSE, 32 CHERRY ST	BURLINGTON	1	2 YARD	TRASH	3xW	\$24.68
COSTELLO COURTHOUSE, 32 CHERRY ST	BURLINGTON	1	2 YARD	RECYCLING	3xW	\$9.46
63 PEARL ST	BURLINGTON	1	4 YARD	TRASH	1xW	\$32.15
63 PEARL ST	BURLINGTON	1	4 YARD	RECYCLING	1xW	\$17.45
PROBATION & PAROLE, 50 CHERRY ST.	BURLINGTON	1	4 YARD	TRASH	2xW	\$32.15
PROBATION & PAROLE, 50 CHERRY ST.	BURLINGTON	1	3 YARD	RECYCLING	2xW	\$12.46
CHITTENDEN REGIONAL CORRECTIONAL FACILITY, 7 FARRELL ST	BURLINGTON	1	8 YARD	TRASH	4XW	\$44.61
CHITTENDEN REGIONAL CORRECTIONAL FACILITY, 7 FARRELL ST	BURLINGTON	1	8 YARD	COMPOST	4XW	\$23.76
CHITTENDEN REGIONAL CORRECTIONAL FACILITY, 7 FARRELL ST	BURLINGTON	1	6 YARD	RECYCLING	3XW	\$22.45
AOT 5 - CHIMNEY CORNER GARAGE, 400 US RT 7	COLCHESTER	1	6 YARD	TRASH	2XM	\$59.45
AOT 5 - CHIMNEY CORNER GARAGE, 400 US RT 7	COLCHESTER	1	6 YARD	RECYCLING	1xW	\$19.96
359 SOUTH PK DRIVE	COLCHESTER	1	8 YARD	TRASH	2xW	\$44.61
359 SOUTH PK DRIVE	COLCHESTER	1	8 YARD	RECYCLING	2xW	\$22.45
394 HEGEMAN AVE	COLCHESTER	1	4 YARD	TRASH	1xW	\$32.15
394 HEGEMAN AVE	COLCHESTER	1	4 YARD	RECYCLING	1xW	\$17.45
AOT 5 - 5 BARNES AVE	COLCHESTER	1	3 YARD	TRASH	1XW	\$28.41
AOT 5 - 5 BARNES AVE	COLCHESTER	1	3 YARD	RECYCLING	1XW	\$12.46
STATE POLICE, 35 CRAWFORD RD	DERBY	1	6 YARD	TRASH	1xW	\$39.64
STATE POLICE, 35 CRAWFORD RD	DERBY	1	6 YARD	RECYCLING	1xW	\$19.96
AOT 9 - STATE GARAGE, 4611 US 5	DERBY	1	6 YARD	TRASH	1xW	\$39.64
AOT 9 - STATE GARAGE, 4611 US 5	DERBY	1	6 YARD	RECYCLING	2XM	\$29.94
1-91 SOUTH INFORMATION CENTER	DERBY LINE	1	6 YARD	TRASH	1xW	\$39.64
1-91 SOUTH INFORMATION CENTER	DERBY LINE	1	6 YARD	RECYCLING	1xW	\$19.96

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

#### Contract # 40684 (CHANGE ORDER # 4) - Myers Container Corp. - SOV Trash Recycling & Composting

Customer	Service City	Qty	Type	Service	Pick Ups	New Rate
1-91 SOUTH INFORMATION CENTER	DERBY LINE	1	35 GALLON COMPOST	COMPOST	1xW	\$34.56
I-89 NORTH INFORMATION CENTER	GEORGIA	1	3 YARD	TRASH	1xW	\$28.41
I-89 NORTH INFORMATION CENTER	GEORGIA	1	3 YARD	RECYCLING	1xW	\$12.46
I-89 NORTH INFORMATION CENTER	GEORGIA	1	35 GALLON COMPOST	COMPOST	1xW	\$34.56
I-89 SOUTH INFORMATION CENTER	GEORGIA	1	3 YARD	TRASH	1xW	\$28.41
I-89 SOUTH INFORMATION CENTER	GEORGIA	1	3 YARD	RECYCLING	1xW	\$12.46
I-89 SOUTH INFORMATION CENTER	GEORGIA	1	35 GALLON COMPOST	COMPOST	1xW	\$34.56
SOUTH LYNDONVILLE INFO CTR 1-91SOUTH	LYNDONVILLE	1	6 YARD	TRASH	1xW	\$39.64
SOUTH LYNDONVILLE INFO CTR 1-91SOUTH	LYNDONVILLE	1	6 YARD	RECYCLING	1xW	\$19.96
SOUTH LYNDONVILLE INFO CTR 1-91SOUTH	LYNDONVILLE	1	35 GALLON	COMPOST	1XW	\$34.56
MIDDLESEX GARAGE, 1170 US RT 2	MIDDLESEX	1	6 YARD	TRASH	1xW	\$59.45
MIDDLESEX GARAGE, 1170 US RT 2	MIDDLESEX	1	3 YARD	RECYCLING	1xW	\$12.46
1076 US RT 2	MIDDLESEX	1	4 YARD	RECYCLING	1XW	\$17.45
1078 US RT 2	MIDDLESEX	1	4 YARD	TRASH	1XW	\$32.15
1080 US RT 2	MIDDLESEX	1	4 YARD	TRASH	1XW	\$32.15
409 US RT 2	MIDDLESEX	1	2 YARD	TRASH	1XW	\$24.68
DEPT OF LABOR, 5 GREEN MOUNTAIN DRIVE	MONTPELIER	1	8 YARD	TRASH	1XWK	\$44.61
DEPT OF LABOR, 5 GREEN MOUNTAIN DRIVE	MONTPELIER	3	8 YARD	RECYCLING	3XW	\$22.45
BGS, 1 BALDWIN ST	MONTPELIER	1	8 YARD	TRASH	2XW	\$44.61
BGS, 122 STATE ST	MONTPELIER	3	8 YARD	TRASH	2XW	\$44.61
BGS, 133 STATE ST	MONTPELIER	1	8 YARD	TRASH	2XW	\$44.61
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (Admin area)	NEWPORT	2	2 YARD	TRASH	3XW	\$24.68
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (Admin area)	NEWPORT	1	2 YARD	RECYCLING	1XW	\$9.46
NSCF- CORRECCIONAL FACILITY, 2559 GLEN RD (Admin area)	NEWPORT	2	96 gal	RECYCLING	1XW	\$5.40
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (Kitchen)	NEWPORT	2	10 YARD	TRASH	3XW	\$66.93
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (Kitchen)	NEWPORT	1	6 YARD	RECYCLING	1XW	\$19.96



## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

#### Contract # 40684 (CHANGE ORDER # 4) - Myers Container Corp. - SOV Trash Recycling & Composting

Customer	Service City	Qty	Type	Service	Pick Ups	New Rate
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (Kitchen)	NEWPORT	1	8 YARD	RECYCLING	1XW	\$22.45
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (VCI-wood shop)	NEWPORT	1	6 YARD	TRASH	2XW	\$37.17
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD (VCI- print shop)	NEWPORT	1	8 YARD	RECYCLING	1XW	\$22.45
NSCF-CORRECCIONAL FACILITY, 2559 GLEN RD – (BGS)	NEWPORT	1	4 YARD	RECYCLING	1XW	\$32.15
1-89 SOUTH REST AREA	RANDOLPH	1	8 YARD	TRASH	1xW	\$44.61
1-89 SOUTH REST AREA	RANDOLPH	1	8 YARD	RECYCLING	1xW	\$22.45
BGS PROPERTY MANAGEMENT RANDOLPH, 163 ADMIN DRIVE	RANDOLPH CENTER	1	8 YARD	TRASH	1XW	\$44.61
BGS PROPERTY MANAGEMENT RANDOLPH, 163 ADMIN DRIVE	RANDOLPH CENTER	1	8 YARD	RECYCLING	1XW	\$22.45
BGS PROP MANGEMENT DMV S BURLINGTON 4 MARKET ST	S. BURLINGTON	1	6YD	TRASH	1XW	\$34.56
BGS PROP MANGEMENT DMV S BURLINGTON 4 MARKET ST	S. BURLINGTON	4	64 GALLON TOTER	RECYCLING	1XW	\$12.46
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	1	4YD	TRASH	3XW	\$48.23
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	3	6YD	TRASH	3XW	\$59.45
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	1	4YD	COMPOST	3XW	\$34.56
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	3	6YD	COMPOST	3XW	\$34.56
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	2	8YD	RECYCLING	1XW	\$33.69
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	2	8YD	COMPOST	1XW	\$34.56
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	1	4YD	RECYCLING	1XW	\$26.18
NORTHWEST CORRECTIONAL, 3649 LOWER NEWTON RD	ST ALBANS	10	64 GALLON	COMPOST	1XW	\$34.56
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	1	6 YARD	TRASH	1XW	\$39.64
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	1	6 YARD	COMPOST	1XW	\$34.56
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	1	2 YARD	TRASH	1XW	\$24.68
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	1	2 YARD	COMPOST	1XW	\$34.56
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	3	64	RECYCLING	1XW	\$6.48
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	3	64 GALLON	COMPOST	1XW	\$34.56
STATE POLICE BARRACKS, 140 FISHER POND RD	ST ALBANS	3	TOTES	RECYCLING	1XW	\$9.72
VCI LICENSE PLATE SHOP, 3649 LOWER NEWTON	ST ALBANS	1	2 YARD	TRASH	1XW	\$24.68
VCI LICENSE PLATE SHOP, 3649 LOWER NEWTON	ST ALBANS	1	2 YARD	COMPOST	1XW	\$34.56
FRANKLIN COUNTY COURTHOUSE, 36 LAKE ST	ST ALBANS	1	2 YARD	TRASH	1XW	\$24.68
AOT-8 680 LOWER NEWTON RD	ST ALBANS	1	6 YARD	TRASH	1XW	\$39.64

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

**Contract # 40684 (CHANGE ORDER # 4) - Myers Container Corp. - SOV Trash Recycling & Composting**

Customer	Service City	Qty	Type	Service	Pick Ups	New Rate
AOT-8 680 LOWER NEWTON RD	ST ALBANS	1	6 YARD	RECYCLING	1XW	\$19.96
AHS BUILDING 27 FEDERAL ST	ST ALBANS	1	6 YARD	TRASH	1XW	\$39.64
AHS BUILDING 27 FEDERAL ST	ST ALBANS	1	6 YARD	RECYCLING	1XW	\$19.96
1098 US ROUTE 5	ST JOHNSBURY	1	8 YARD	TRASH	1XW	\$44.61
1098 US ROUTE 5	ST JOHNSBURY	1	8 YARD	RECYCLING	1XW	\$22.45
1323 INDUSTRIAL PARKWAY	ST JOHNSBURY	1	2 YARD	TRASH	1XW	\$37.87
1323 INDUSTRIAL PARKWAY	ST JOHNSBURY	1	2 YARD	RECYCLING	1XW	\$13.14
CALEDONIA COMMUNITY WORK CAMP	ST JOHNSBURY	1	6 YARD	TRASH	1XW	\$39.64
CALEDONIA COMMUNITY WORK CAMP	ST JOHNSBURY	1	4 YARD	RECYCLING	1XW	\$17.45
NE REGIONAL CORRECTIONAL FACILITY	ST JOHNSBURY	1	6 YARD	TRASH	4XW	\$39.64
NE REGIONAL CORRECTIONAL FACILITY	ST JOHNSBURY	1	6 YARD	RECYCLING	2XW	\$19.96
NE REGIONAL CORRECTIONAL FACILITY	ST JOHNSBURY	1	4 YARD	RECYCLING	2XW	\$17.45
NE REGIONAL CORRECTIONAL FACILITY	ST JOHNSBURY	1	4 YARD	TRASH	1XW	\$32.15
STATE POLICE, 1068 UT RT 5	ST JOHNSBURY	1	6 YARD	TRASH	1XW	\$48.60
STATE POLICE, 1068 UT RT 5	ST JOHNSBURY	1	4YARD	RECYCLING	1XW	\$24.84
SEN JUSTIN MORRILL STATE HISTORIC SITE, 214 JUSTIN MORRILL HGHWAY	STAFFORD	1	TOTER	TRASH	EOW/ SUMMER ONLY	\$9.72
SEN JUSTIN MORRILL STATE HISTORIC SITE, 214 JUSTIN MORRILL HGHWAY	STAFFORD	1	TOTER	RECYCLING	EOW/ SUMMER ONLY	\$9.72
91 STATE DR	WATERBURY	1	8 YARD	TRASH	2XWK	\$44.61
91 STATE DR	WATERBURY	2	8 YARD	RECYCLING	1XW	\$22.45
280 STATE DR	WATERBURY	1	8 YARD	TRASH	2XWK	\$44.61
NORTH INFORMATION CENTER, INTERSTATE I-89	WILLISTON	1	4 YARD	TRASH	1XW	\$39.64
NORTH INFORMATION CENTER, INTERSTATE I-89	WILLISTON	1	6 YARD	RECYCLING	1XW	\$19.96
NORTH INFORMATION CENTER, INTERSTATE I-89	WILLISTON	1	35 GALLON TOTER	COMPOST	1XW	\$34.56
SOUTH INFORMATION CENTER, INTERSTATE I-89	WILLISTON	1	4 YARD	TRASH	1XW	\$32.15
SOUTH INFORMATION CENTER, INTERSTATE I-89	WILLISTON	1	6 YARD	RECYCLING	1XW	\$19.96

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

**Contract # 40684 (CHANGE ORDER # 4) - Myers Container Corp. - SOV Trash Recycling & Composting**

Customer	Service City	Qty	Type	Service	Pick Ups	New Rate
SOUTH INFORMATION CENTER, INTERSTATE I-89	WILLISTON	1	35 GALLON COMPOST	COMPOST	1XW	\$34.56
STATE POLICE BARRACKS	WILLISTON	1	4 YARD	TRASH	2xW	\$24.68
STATE POLICE BARRACKS	WILLISTON	1	4 YARD	RECYCLING	2xW	\$9.46
BERLIN ARMORY, 363 FISHER RD	BERLIN	1	6 YARD	TRASH	EOW	\$59.45
BERLIN ARMORY, 363 FISHER RD	BERLIN	1	4 YARD	RECYCLING	EOW	\$26.18
LYNDONVILLE ARMORY, 4 OVERLOOK DR	LYNDONVILLE	1	4 YARD	TRASH	1XW	\$32.15
FMS #3 HYDE PARK, 6115 VT RT100	HYDE PARK	1	4 YARD	TRASH	1XW	\$32.15
FMS #3 HYDE PARK, 6115 VT RT100	HYDE PARK	1	4 YARD	RECYCLING	EOW	\$26.18
CAMP ETHAN ALLEN TRAINING (CEATS - 2 LOCATIONS)	JERICO	4	6 YARD	RECYCLING	EOW	\$29.23
MORRISVILLE ARMORY, 45 FARR AVE	MORRISVILLE	1	3 YARD	TRASH	1XW	\$27.00
MORRISVILLE ARMORY, 45 FARR AVE	MORRISVILLE	1	2 YARD	RECYCLING	EOW	\$14.19
NEWPORT ARMORY, 540 UNION ST	NEWPORT	1	4 YARD	TRASH	1XW	\$32.15
NEWPORT ARMORY, 540 UNION ST	NEWPORT	1	4 YARD	RECYCLING	1XM	\$75.60
NEWPORT ARMORY, 540 UNION ST	NEWPORT	1	35 GAL	COMPOST	1XW	\$34.56
NORWICH UNIVERSITY, 161 UNIVERSITY DR	NORTHFIELD	1	6 YARD	RECYCLING	EOW	\$29.94
VT AIR NATIONAL GUARD, 30 FALCON STREET	SOUTH BURLINGTON	6	8 YARD	RECYCLING	1XW	\$22.41
ST. ALBANS ARMORY, 18 FAIRFEILD ST	ST. ALBANS	1	3 YARD	TRASH	1XW	\$27.00
ST. ALBANS ARMORY, 18 FAIRFEILD ST	ST. ALBANS	1	3 YARD	RECYCLING	EOW	\$18.69
WATERBURY ARMORY, 86 ARMORY DR	WATERBURY	1	2 YARD	TRASH	1XW	\$24.68
WATERBURY ARMORY, 86 ARMORY DR	WATERBURY	1	2 YARD	RECYCLING	EOW	\$14.19

## ATTACHMENT B - PAYMENT PROVISIONS

### PRICE SCHEDULE

**Contract # 40684 (CHANGE ORDER # 4) - Myers Container - SOV Trash Recycling & Composting**

#### ROLL-OFFS

Location	City	Haul MSW	Disp MSW	Haul C&D	Disp C&D
COURT HOUSE, 155 NORTH MAIN ST	BARRE	\$162.00	\$ 135.00	\$162.00	\$ 135.00
McFARLAND BUILDING, 5 PERRY ST	BARRE	\$162.00	\$ 135.00	\$162.00	\$ 135.00
MIDSTATE REGIONAL LIBRARY	BERLIN	\$162.00	\$ 135.00	\$162.00	\$ 135.00
2179 AIRPORT DRIVE	BERLIN	\$162.00	\$ 135.00	\$162.00	\$ 135.00
COSTELLO COURTHOUSE, 32 CHERRY ST	BURLINGTON	\$162.00	\$ 135.00	\$162.00	\$ 135.00
JOHN ZAMPIERI BLDG, 108 CHERRY ST	BURLINGTON	\$162.00	\$ 135.00	\$162.00	\$ 135.00
STATE POLICE, BLDG 1705-1710, FT. ETHAN ALLEN	COLCHESTER	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-91 SOUTH INFORMATION CENTER	DERBY LINE	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-89 NORTH INFORMATION CENTER	GEORGIA	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-89 SOUTH INFORMATION CENTER	GEORGIA	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-91 SOUTH LYNDONVILLE INFORMATION CENTER	LYNDONVILLE	\$162.00	\$ 135.00	\$162.00	\$ 135.00
STATE COURT HOUSE	NEWPORT	\$162.00	\$ 135.00	\$162.00	\$ 135.00
EMORY HUBBARD STATE OFFICE BLDG, 81 MAIN ST	NEWPORT	\$162.00	\$ 135.00	\$162.00	\$ 135.00
N. STATE CORRECTIONAL FACILITY, 2559 GLEN ROAD	NEWPORT	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-89 SOUTH REST AREA	RANDOLPH	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-89 NORTH INFORMATION CENTER	WILLISTON	\$162.00	\$ 135.00	\$162.00	\$ 135.00
I-89 SOUTH INFORMATION CENTER	WILLISTON	\$162.00	\$ 135.00	\$162.00	\$ 135.00
STATE POLICE	WILLISTON	\$162.00	\$ 135.00	\$162.00	\$ 135.00

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 Myers Container Corp, with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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, 2022 to November 30, 2023. 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. 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**

**MYERS CONTAINER CORP.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** BGS Commissioner

**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 Myers Container Corp, with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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 \$750,000 to \$975,000, representing an increase of \$225,000.

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]*

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 Myers Container Corp, with a principal place of business in Winooski, VT (the "Contractor") that the contract between them originally dated as of December 1, 2020, Contract # 40684, 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 \$400,000 to \$750,000, representing an increase of \$350,000.

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.

*[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**

**MYERS CONTAINER CORP.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer Fitch  
\_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services  
\_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# CONTRACT

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



**Supplier 0000082536**  
**Myers Container Corp**  
**PO Box 38**  
**Winooski VT 05404**  
**USA**

<b>Contract ID</b> 0000000000000000000040684	<b>Page</b> 1 of 2	
<b>Contract Dates</b> 12/01/2020 to 11/30/2022	<b>Origin</b> CP	
<b>Description:</b> Trash, Recycling & Composting	<b>Contract Maximum</b> \$400,000.00	
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 802/655-4312**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Trash, Recycling & Composting	EA	0.00000	0.00	0.00

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Myers Container Corp, with a principal place of business in Winooski, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of providing trash, recycling and composting services. Detailed services to be provided by 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 \$400,000.00.

4. Contract Term. The period of Contractor's performance shall begin on December 1, 2020 and end on November 30, 2022 with four (4), one (1) year renewal options.

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

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the 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.

8. Attachments. This contract consists of 17 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

# State of Vermont

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

# CONTRACT



**Supplier 0000082536**  
**Myers Container Corp**  
**PO Box 38**  
**Winooski VT 05404**  
**USA**

<b>Contract ID</b> 0000000000000000000040684		<b>Page</b> 2 of 2
<b>Contract Dates</b> 10/15/2020 to 10/14/2022		<b>Origin</b> CP
<b>Description:</b> Trash, Recycling & Composting		<b>Contract Maximum</b> \$400,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 802/655-4312**

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**

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 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 roll off 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://iqbconline.org/wp-content/uploads/2016/03/161216\\_Certified\\_Products\\_List.pdf](http://iqbconline.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 will 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 waste removal, recycling and food scraps 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, recycling or composting 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.
- 2.7.4. Northwest Correctional Facility (NWCFF). Access to the Correctional Facility is strictly controlled. Service vehicles have between the hours of 6:30AM and 7:30AM to conduct their business.
- 2.7.5. Military: Accessible for pickup at their sites between 6:30AM to 4:00PM.
- 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: Upon using agency request, Contractor shall provide 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. Contractor shall notify the using Agency and BGS of contamination in containers or dumpsters within one week of observed contamination, the Contractor must work to resolve the issue with using agency or agencies served at that location. The 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 refuse. If Contractor observes contamination on three separate occasions 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. 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 resolve the issue with using agency or agencies served at that location. 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, 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.
- 2.12.1. Prices: The per pick up prices in Attachment-B are all-inclusive. 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.
- 2.12.2. Invoicing is provided monthly, based on the per pick up rate. As an example; \$25.00 per pick up for 1xwk service the monthly charge would be \$108.25 ( $\$25.00 \times 4.33 = \$108.25$ ). If it was every other week service, the monthly rate is \$54.13 ( $\$25.00 \times 2.165 = \$54.13$ ). The 1xper month charge would be \$25.00.
- 2.13. Compactors: Contractor shall provide all wiring, hoses, modifications required to operate compactors shall be at no cost to the State. 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.
- 2.14. 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.
- 2.15. Requirements Regarding Invoicing and Payments:
- 2.15.1. 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 using agency 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.
- 2.16. 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.
- 2.17. Examination of Site: Contractor shall conduct site inspections prior to delivering a container to a 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.
- 2.18. 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.
- 2.19. 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 <http://www.anr.state.vt.us/dec/wastediv/documents/LandfillBanPoster.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 shall remain firm for the first twelve months of the contract. Once the first twelve 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 the ordering State Agency or Department.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as identified on Attachment B – Price Schedule.

**ATTACHMENT B - PRICE SCHEDULE - CONTRACT 40684**

City	Location/Site Name	QTY	Size	Service	Trash	Recycling	Composting
BARRE	COURT HOUSE, 255 NORTH MAIN ST	1	4 YARD	1XW	\$ 29.77	\$ 16.16	
BARRE	MCFARLAND BUILDING, 5 PERRY STREET	1	4 YARD	1XW	\$ 29.77	\$ 16.16	
BERLIN	VT PSYCHIATRIC HOSPITAL; 350 FISHER ROAD	1	8 YARD	2XW	\$ 49.00		
BERLIN	VT PSYCHIATRIC HOSPITAL; 350 FISHER ROAD	1	4 YARD	2xW		\$ 29.00	
BURLINGTON	JOHN ZAMPIERI BLDG, 108 CHERRY ST	1	6 YARD	2xW	\$ 36.70	\$ 18.48	
BURLINGTON	COSTELLO COURTHOUSE, 32 CHERRY ST	1	2 YARD	3xW	\$ 22.85	\$ 8.76	
BURLINGTON	63 PEARL ST	1	4 YARD	1xW	\$ 29.77	\$ 16.16	
BURLINGTON	PROBATION & PAROLE, 50 CHERRY ST.	1	4 YARD	2xW	\$ 29.77		
BURLINGTON	PROBATION & PAROLE, 50 CHERRY ST.	1	3 YARD	2xW		\$ 11.54	
BURLINGTON	CHITTENDEN REGIONAL CORRECTIONAL FACILITY	1	8 YARD	4XW	\$ 41.31		\$ 22.00
BURLINGTON	CHITTENDEN REGIONAL CORRECTIONAL FACILITY	1	8 YARD	3XW		\$ 20.79	
COLCHESTER	AOT 5 - CHIMNEY CORNER GARAGE, 400 US RT 7	1	6 YARD	1xW		\$ 18.48	
COLCHESTER	AOT 5 - CHIMNEY CORNER GARAGE, 400 US RT 7	1	6 YARD	2XM	\$ 55.05		
COLCHESTER	AOT 5 - COLCHESTER, 189 TROY AVENUE	1	3 YARD	1xW	\$ 26.31	\$ 11.54	
COLCHESTER	359 SOUTH PK DRIVE	1	8 YARD	2xW	\$ 41.31	\$ 20.79	
COLCHESTER	394 HEGEMAN AVE	1	4 YARD	1xW	\$ 29.77	\$ 16.16	
COLCHESTER	AOT 5 - 5 BARNES AVE	1	3 YARD	1XW	\$ 26.31	\$ 11.54	
COLCHESTER	26 WOODSIDE DRIVE E.	1	3 YARD	EOW	\$ 26.31		
COLCHESTER	26 WOODSIDE DRIVE E.	1	3 YARD	1XM		\$ 11.54	
DERBY	STATE POLICE, 35 CRAWFORD RD	1	6 YARD	1xW	\$ 36.70	\$ 18.48	
DERBY	AOT 9 - STATE GARAGE, 4611 US 5	1	6 YARD	1xW	\$ 36.70		
DERBY	AOT 9 - STATE GARAGE, 4611 US 5	1	6 YARD	2XM		\$ 27.72	
DERBY LINE	1-91 SOUTH INFORMATION CENTER	1	6 YARD	1xW	\$ 36.70		
DERBY LINE	1-91 SOUTH INFORMATION CENTER	1	6 YARD	1xW		\$ 18.48	
DERBY LINE	1-91 SOUTH INFORMATION CENTER	1	35 GALLON COMPOST	1xW			\$ 32.00
ESSEX	26 WOODSIDE DRIVE (currently closed)	1	6 YARD	2xW	\$ 36.70	\$ 18.48	
GEORGIA	I-89 NORTH INFORMATION CENTER	1	3 YARD	1xW	\$ 26.31	\$ 11.54	
GEORGIA	I-89 NORTH INFORMATION CENTER	1	35 GALLON COMPOST	1xW			\$ 32.00
GEORGIA	I-89 SOUTH INFORMATION CENTER	1	3 YARD	1xW	\$ 26.31	\$ 11.54	
GEORGIA	I-89 SOUTH INFORMATION CENTER	1	35 GALLON COMPOST	1xW			\$ 32.00
LYNDONVILLE	SOUTH LYNDONVILLE INFO CTR 1-91SOUTH	1	6 YARD	1xW	\$ 36.70	\$ 18.48	
LYNDONVILLE	SOUTH LYNDONVILLE INFO CTR 1-91SOUT	1	35 GALLON TOTER	1XW			\$ 32.00
MIDDLESEX	MIDDLESEX GARAGE, 1170 US RT 2	1	6 YARD	1xW	\$ 55.05		
MIDDLESEX	MIDDLESEX GARAGE, 1170 US RT 2	1	3 YARD	1xW		\$ 11.54	
MIDDLESEX	1076 US RT 2	1	4 YARD	1XW		\$ 16.16	
MIDDLESEX	1078 US RT 2	1	4 YARD	1XW	\$ 29.77		
MIDDLESEX	1080 US RT 2	1	4 YARD	1XW	\$ 29.77		
MIDDLESEX	409 US RT 2	1	2 YARD	1XW	\$ 22.85		
MONTPELIER	DEPT OF LABOR, 5 GREEN MOUNTAIN DRIVE	3	8 YARD	3XW		\$ 20.79	
MONTPELIER	DEPT OF LABOR, 5 GREEN MOUNTAIN DRIVE	1	8 YARD	1XWK	\$ 41.31		
MONTPELIER	BGS, 1 BALDWIN ST	1	8 YARD	2XW	\$ 41.31		
MONTPELIER	BGS, 122 STATE ST	3	8 YARD	2XW	\$ 41.31		



City	Location/Site Name	QTY	Size	Service	Trash	Recycling	Composting
MONTPELIER	BGS, 133 STATE ST	1	8 YARD	2XW	\$ 41.31		
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (Admin area)	1	2 YARD	1XW		\$8.76	
Newport	NSCF- CORRECCIONAL FACILITY, 2557 GLEN RD (Admin area)	1 (2 instead of 1)	96 gal	1XW		\$5.00	
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (Admin area)	2	2 YARD	3XW	\$ 22.85		
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (Kitchen)	1	6 YARD	1XW		\$ 18.48	
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (Kitchen)	2 (CURRENTLY 3 TEMPORARY )	10 YARD	3XW	\$ 61.97		
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (Kitchen)	1	8 YARD	1XW		\$ 20.79	
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (VCI- wood shop)	1	6 YARD	2XW	\$ 34.42		
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD (VCI- print shop)	1	8 YARD	1XW		\$ 20.79	
NEWPORT	NSCF-CORRECCIONAL FACILITY, 2557 GLEN RD – (BGS)	1	4 YARD	1XW	\$ 29.77		
RANDOLPH	1-89 SOUTH REST AREA	1	8 YARD	1xW	\$ 41.31	\$ 20.79	
RANDOLPH CENTER	BGS PROPERTY MANAGEMENT RANDOLPH, 163 ADMIN DRIVE	1	8 YARD	1XW	\$ 41.31		
RANDOLPH CENTER	BGS PROPERTY MANAGEMENT RANDOLPH, 163 ADMIN DRIVE	1	8 YARD	1XW		\$ 20.79	
S. BURLINGTON	BGS PROP MANGEMENT DMV S BURLINGTON 4 MARKET ST	1	6YD	1XW	\$ 36.70		
S. BURLINGTON	BGS PROP MANGEMENT DMV S BURLINGTON 4 MARKET ST	4	64 GALLON TOTES			\$ 11.54	
ST ALBANS	NORTHWEST CORRECCIONAL, 3649 LOWER NEWTON RD	1	4YD	3XW	\$ 44.66		\$ 32.00
ST ALBANS	NORTHWEST CORRECCIONAL, 3649 LOWER NEWTON RD	3	6YD	3XW	\$ 55.05		\$ 32.00
ST ALBANS	NORTHWEST CORRECCIONAL, 3649 LOWER NEWTON RD	2	8YD	1XW		\$ 31.19	\$ 32.00
ST ALBANS	NORTHWEST CORRECCIONAL, 3649 LOWER NEWTON RD	1	4YD	1XW		\$ 24.24	
ST ALBANS	NORTHWEST CORRECCIONAL, 3649 LOWER NEWTON RD	10	64 GALLON	1XW			\$ 32.00
ST ALBANS	STATE POLICE BARRACKS, 140 FISHER POND RD	1	6 YARD	1XW	\$ 36.70		\$ 32.00
ST ALBANS	STATE POLICE BARRACKS, 140 FISHER POND RD	1	2 YARD	1XW	\$ 22.85		\$ 32.00
ST ALBANS	STATE POLICE BARRACKS, 140 FISHER POND RD	3	64 GALLON	1XW		\$ 6.00	\$ 32.00
ST ALBANS	VCI LICENSE PLATE SHOP, 3649 LOWER NEWTON	1	2 YARD	1XW	\$ 22.85		\$ 32.00
ST ALBANS	FRANKLIN COUNTY COURTHOUSE, 36 LAKE ST	1	2 YARD	1XW	\$ 22.85	\$ 8.46	
ST ALBANS	AOT-8 680 LOWER NEWTON RD	1	6 YARD	1XW	\$ 36.70	\$ 18.48	
ST ALBANS	STATE POLICE, 140 FISHER POND RD	3	TOTES	1XW		\$ 9.00	
ST ALBANS	27 FEDERAL ST, AHS BUILDING	1	6 YARD	1XW	\$ 36.70	\$ 18.48	
ST JOHNSBURY	1098 US ROUTE 5	1	8 YARD	1XW	\$ 41.31	\$ 20.79	
ST JOHNSBURY	CALEDONIA COMMUNITY WORK CAMP	1	6 YARD	1XW	\$ 36.70		
ST JOHNSBURY	CALEDONIA COMMUNITY WORK CAMP	1	4 YARD	1XW		\$ 16.16	
ST JOHNSBURY	NE REGIONAL CORRECCIONAL FACILITY	1	6 YARD	4XW	\$ 36.70		
ST JOHNSBURY	NE REGIONAL CORRECCIONAL FACILITY	1	6 YARD	2XW		\$ 18.48	
ST JOHNSBURY	NE REGIONAL CORRECCIONAL FACILITY	1	4 YARD	2XW		\$ 16.16	

City	Location/Site Name	QTY	Size	Service	Trash	Recycling	Composting
ST JOHNSBURY	NE REGIONAL CORRECTIONAL FACILITY	1	4 YARD	1XW	\$ 29.77		
ST JOHNSBURY	STATE POLICE, 1068 UT RT 5	1	6 YARD	1XW	\$ 45.00		
ST JOHNSBURY	STATE POLICE, 1068 UT RT 5	1	4YARD	1XW		\$ 23.00	
STAFFORD	SEN JUSTIN MORRILL STATE HISTORIC SITE, 214 JUSTIN MORRILL HIGHWAY	1	TOTER	EOW/ SUMMER ONLY	\$ 9.00	\$ 9.00	
WATERBURY	91 STATE DR	2	8 YARD	1XW		\$ 20.79	
WATERBURY	91 STATE DR	1	8 YARD	2XWK	\$ 41.31		
WATERBURY	280 STATE DR	1	8 YARD	2XWK	\$ 41.31		
WATERBURY	166 HORSESHOE DR 9 (NO SERVICE AT THIS TIME)	1	4 YARD	1XW	\$ 29.77		
WILLISTON	NORTH INFORMATION CENTER, INTERSTATE I-89	1	4 YARD	1XW	\$ 36.70		
WILLISTON	NORTH INFORMATION CENTER, INTERSTATE I-89	1	6 YARD	1XW		\$ 18.48	
WILLISTON	NORTH INFORMATION CENTER, INTERSTATE I-89	1	35 GALLON TOTER	1XW			\$ 32.00
WILLISTON	SOUTH INFORMATION CENTER, INTERSTATE I-89	1	4 YARD	1XW	\$ 29.77		
WILLISTON	SOUTH INFORMATION CENTER, INTERSTATE I-89	1	6 YARD	1XW		\$ 18.48	
WILLISTON	SOUTH INFORMATION CENTER, INTERSTATE I-89	1	35 GALLON COMPOST	1XW			\$ 32.00
WILLISTON	STATE POLICE BARRACKS	1	4 YARD	2xW	\$ 22.85	\$ 8.76	

	ROLL OFFS	Haul MSW	Disp MSW	Haul C&D	Disp C&D	Haul REC	Disp REC
City	Location						
Barre	Court House, 155 North Main St.	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$115.00
Barre	McFarland Building, 5 Perry St.	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Berlin	Midstate Regional Library	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Burlington	Costello Courthouse, 32 Cherry St.	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Burlington	John Zampieri Bldg, 108 Cherry St.	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Colchester	State Police, Bldg 1705-1710, Ft. Ethan Allen	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Derby Line	I-91 South Information Center	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Georgia	I-89 North Information Center	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Georgia	I-89 South Information Center	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Lyndonville	I-91 South Lyndonville Information Center	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Newport	State Court House	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Newport	Emory Hubbard State Office Building, 81 Main St.	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Newport	N. State Correctional Facility, 2559 Glen Road	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Randolph	I-89 South Rest Area	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Williston	I-89 North Information Center	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Williston	I-89 South Information Center	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00
Williston	State Police	\$150.00	\$ 125.00	\$ 150.00	\$ 125.00	\$ 150.00	\$ 115.00

ATTACHMENT B - PRICE SCHEDULE - MILITARY LOCATIONS

LOCATION	QTY	CAN SIZE	FREQ	TRASH	RECYCLE	COMPOST
Berlin Armory, 363 Fisher Rd Berlin, VT 05602	1	6 yd	EOW	\$55.05		
	1	4 yd	EOW		\$24.24	
Camp Ethan Allen Training Site (CEATS)- Jericho, VT 05465 (2 different locations)***	4	6 yd	EOW		\$27.72	
Lyndonville Armory, 4 Overlook DR Lyndonville, VT 05851	1	4 yd	1xW	\$29.77		
FMS #3 Hyde Park, 6115 VT Route 100, Hyde Park, VT 05655 **	1	4 yd	1xW	\$29.77		
	1	4 yd	EOW		\$24.24	
Morrisville Armory, 45 Farr Ave Morrisville, VT 05661	1	3 yd	1xW	\$25.00		
	1	2 yd	EOW		\$13.14	
Newport Armory, 540 Union Street Newport, VT 05855	1	4 yd	1xW	\$29.77		
	1	4 yd	1xM		\$70.00	
	1	35 gal	1xW			\$32.00
Norwich University, 161 University DR, Northfield, VT 05663	1	6 yd	EOW		\$27.72	
AASF/Readiness Center 141 Shamrock Rd, South Burlington, VT 05403	1	8 yd	EOW		\$31.19	
	1	4 yd	EOW		\$24.24	
St. Albans Armory, 18 Fairfield ST St. Albans, VT 05478	1	3 yd	1xW	\$25.00		
	1	3 yd	EOW		\$17.31	
Waterbury Armory 86 Armory Drive Waterbury, VT 05676	1	2 yd	1xW	\$22.85		
	1	2 yd	EOW		\$13.14	
Williston Armory 7846 Williston Rd Williston, VT 05495	1	2 yd	EOW		\$13.14	
VT Air National Guard 30 Falcon Street South Burlington	6	8 yd	1xW		\$20.75	
Extra charge per yard for overfull dumpsters				\$20.00	\$15.00	

Note: Recycling collections shall not require any sorting of materials by the generator.

\*\* Please note that Solid waste pickup must occur between the hours of 0630 -1600 at these sites.

\*\*\* Note. Frequency of service subject to seasonal change

1xW = once a week

EOW = Every other week

1XM = once a month

ATTACHMENT B PRICE SCHEDULE - MILITARY LOCATIONS

Bulk Recycling				
Facility	Recycle Container Size (Yds)	Description of service required:	PER HAUL	PER TON
Camp Johnson, Colchester, VT	1 x 40 yd roll off	Waste Tires (estimate 1 load/yr) to be recycled	\$150.00	\$125.00
Camp Johnson, Colchester, VT	1 x 40 yd roll off	Commingled Recycling * (estimate 3-5 pickups/yr)	\$150.00	\$115.00
Camp Johnson, Colchester, VT	1 x 40 yd roll off	Cardboard Only (estimate 12-15 pickups/yr)	\$150.00	\$110.00
Camp Johnson, Colchester, VT	1 x 40 yd roll off	C&D Waste Recycling** (estimate 10-14 pickups/yr)	\$150.00	\$125.00
Camp Ethan Allen Training Site (CEATS)- Jericho, VT	1 x 15 yd roll off +	Commingled Recycling* (estimate 4-6 pickups/yr)	\$150.00	\$115.00
Camp Ethan Allen Training Site (CEATS)- Jericho, VT	1x 40 yd roll off	Cardboard Only (estimate 4-6 pickups/yr)	\$150.00	\$110.00
Camp Ethan Allen Training Site (CEATS)- Jericho, VT	1x 40 yd roll off	C&D Waste Recycling ** (estimate 8-12 pickups/yr)	\$150.00	\$125.00
VTANG, South Burlington, VT	1 x 30 yd roll off +	C&D Waste Recycling ** (estimate 12-18 pickups/yr)	\$150.00	\$125.00
Any location owned by the VTARNG/VTANG	1 30 yd rolloff	On-call basis for special projects - C&D rolloff	\$150.00	\$125.00
	1 30 yd rolloff	On-call basis for special projects - Recycle rolloff	\$150.00	\$125.00
	1 30 yd rolloff	On-call basis for Special projects - trash	\$150.00	\$125.00

**\*NOTE. Need to offer recycling of all listed recyclables.**

Listed recyclables include:

- : Aluminum and steel cans
- : Aluminum foil and aluminum pie pans
- : Glass bottles and jars from foods and beverages
- : Plastics #1 and #2 (PET and HDPE resin types)
- : Corrugated cardboard
- : White and mixed paper
- : Newspaper, magazines, catalogues, paper mail, and envelopes
- : Box board

**\*\* C&D Waste Recycling must conform, at a minimum, to 60% certified recycling**

**\*\*\* Waste Clean Wood- Haul Fee Only- Transported to McNeil Station**

**+ Containers to be provided by Contractor**



**MONTHLY Recycling Reports are required indicating quantity and type of material recycled to include C&D waste**

*Bulk Containers at Camp Johnson and CEATS (Except the 15-yard rolloff for commingled recycling at CEATS, the 12 yard garnet rolloff at Camp Johnson and 30 yard roll-off at the VTANG) are owned by the VT Army National Guard, Service to be performed as on-call basis as dump & return.*

Bulk Trash Pickup			Cost per ton
<b>1) Transfer station disposal (estimate 250 tons year)</b>			\$135.00
<b>2) Utilization of vendor's rear load packer w/ driver to service the following locations (on-call basis per hour) the event of failure of customer owned trash hauling equipment</b>			Hourly Rate
Army Aviation Support Facility (AASF)- South Burlington, VT	2 x 8 yd x weekly	On-Call. By the Hour.	\$110.00
Camp Johnson, Colchester, VT	10 x 4-8 yd x weekly	On-Call. By the Hour.	\$110.00
Camp Ethan Allen Training Site (CEATS)- Jericho, VT	17 x 6 yd x weekly	On-Call. By the Hour.	\$110.00
VT Air National Guard 30 Falcon Street South Burlington, VT 05403	12x 6 yd x weekly	On-Call. By the Hour.	\$110.00
Williston Armory 7846 Williston Rd Williston, VT 05495-0067	1x6 yd weekly	On-Call. By the Hour.	\$110.00
Winooski Armory	1x8 yd weekly	On-Call. By the Hour.	\$110.00



**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)