

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Casella Major Account Services, LLC, with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of November 30, 2020, Contract # 29875, 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 \$1,803,852.77 to \$1,863,852.77, representing an increase of \$60,000.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2020 to November 30, 2020.

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. 13, 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**

**CASELLA MAJOR ACCOUNT SERVICES, LLC**

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

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

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

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

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

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

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

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

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Casella Major Account Services, LLC, with a principal place of business in Williston, VT 05495-1383 (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,753,852.77 to \$1,803,852.77, representing an increase of \$50,000.00.

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. 12, 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**

**CASELLA MAJOR ACCOUNT SERVICES, LLC**

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

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

**Name:** Jennifer Fitch

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

**Title:** Acting Commissioner

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

**Date:** Buildings & General Services

**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 Casella Major Account Services, LLC, with a principal place of business in Williston, VT 05495-1383 (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,733,852.77 to \$1,753,852.77, representing an increase of \$20,000.00.

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>

State and Federal Terms for Products and Services related the 2020 Covid-19 Pandemic. Contractor agrees that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Connected with 2020 Pandemic," which is attached as Attachment D to this amendment, applies to any products or services provided to the State, at any time, in connection with the 2020 Pandemic.

This document consists of 4 pages. Except as modified by this Amendment No. 11, 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**

**CASELLA MAJOR ACCOUNT SERVICES, LLC**

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

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

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

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

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

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

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

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

**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**  
**for all Contracts and Purchases**  
**of Products and Services Connected with 2020 Pandemic**

**BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

## **TERMINATION FOR CONVENIENCE**

### **1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

### **2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

### **3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

### **4. Negotiation**

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

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 Casella Major Account Services, LLC with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,713,852.77 to \$1,733,852.77, representing an increase of \$20,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from July 30, 2020 to September 30, 2020.

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. 10, 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**

**Casella Major Account Services, LLC**

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

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

**Name:** Christopher Cole

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

**Title:** Commissioner

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

**Date:** Buildings & General Services

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

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and Services (the "State") and Casella Major Account Services, LLS with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of October 1, 2015 Contract # 29875, 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 March 31, 2020 to July 31, 2020.

**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 1 page. Except as modified by this Amendment No. 9, 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**

**CASELLA MAJOR ACCOUNT  
SERVICES, LLC**

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

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

**Name:** Christopher Cole \_\_\_\_\_

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

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

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

Buildings & General Services

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

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

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 1 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH, FOOD SCRAPS & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	1,713,852.77

**STANDARD CONTRACT FOR SERVICES**

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Casella with its principal place of business in Williston, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

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

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

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

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

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

CONTRACTOR: CASELLA

CONTRACT #: 29875

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 2 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
CONTRACT AMENDMENT #: 1						

SUBJECT: TRASH & RECYCLING

Contract #29875, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Casella is amended as follows:

1. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$350,000.00. An increase amount of \$200,000.00.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

4. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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>.

8. 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 29875 in its entirety and agrees to be bound by the provisions enumerated therein.

Contract #29875  
Amendment #2

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 Casella, with a principal place of business in Williston, VT, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$350,000.00 to \$550,000.00, representing an increase of \$200,000.00

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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.

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 3 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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/debarment>.

This document consists of 17 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #3

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$550,000.00 to \$821,852.77 representing an increase of \$271,852.77

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2017 to September 30, 2018. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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 18 pages. Except as modified by this Amendment No. 3, all provisions of the Contract

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 4 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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remain in full force and effect.  
STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$821,852.77 to \$1,121,852.77 representing an increase of \$300,000.00.

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

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 19 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #5

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,121,852.77 to \$1,263,852.77 representing an increase of \$142,000.00.

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

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

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 5 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 15 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #6

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,263,852.77 to \$1,313,852.77 representing an increase of \$50,000.00.

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

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 11 pages. Except as modified by this Amendment No. 6, all provisions of the Contract

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 6 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #8

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella Major Account Services, LLC with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,513,852.77 to \$1,713,852.77 representing an increase of \$200,000.00.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
[linda.wortman@vermont.gov](mailto:linda.wortman@vermont.gov)

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		<b>Page</b> 7 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,713,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

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

Title: Commissioner - Buildings & General Services

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 1 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH, FOOD SCRAPS & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	1,513,852.77

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Casella with its principal place of business in Williston, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

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

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

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

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

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

CONTRACTOR: CASELLA

CONTRACT #: 29875

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 2 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
CONTRACT AMENDMENT #: 1						

SUBJECT: TRASH & RECYCLING

Contract #29875, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Casella is amended as follows:

1. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$350,000.00. An increase amount of \$200,000.00.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

4. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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>.

8. 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 29875 in its entirety and agrees to be bound by the provisions enumerated therein.

Contract #29875  
Amendment #2

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 Casella, with a principal place of business in Williston, VT, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$350,000.00 to \$550,000.00, representing an increase of \$200,000.00

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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.

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 3 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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/debarment>.

This document consists of 17 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #3

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$550,000.00 to \$821,852.77 representing an increase of \$271,852.77

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2017 to September 30, 2018. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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 18 pages. Except as modified by this Amendment No. 3, all provisions of the Contract

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 4 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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remain in full force and effect.  
STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$821,852.77 to \$1,121,852.77 representing an increase of \$300,000.00.

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

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 19 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #5

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,121,852.77 to \$1,263,852.77 representing an increase of \$142,000.00.

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

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

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 5 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 15 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #6

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,263,852.77 to \$1,313,852.77 representing an increase of \$50,000.00.

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

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 11 pages. Except as modified by this Amendment No. 6, all provisions of the Contract

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 6 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@vermont.gov  
STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #7

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,313,852.77 to \$1,513,852.77 representing an increase of \$200,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2019 to March 31, 2020.

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

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		<b>Page</b> 7 of 7
<b>Contract Dates</b> 10/01/2015 to 03/31/2020		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,513,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the STATE of VERMONT

By the CONTRACTOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Contract# 29875

**State of Vermont  
Office of Purchasing and Contracting  
Waste Hauling and Recycling  
Scope of Work  
Attachment A**

October 1, 2015

1. Contractor shall provide all labor and equipment necessary to complete waste hauling and recycling services as described in the Contract.
2. Contractor POC Information  
    Krista Trapeni  
    802-772-6929
3. The contractor shall have the ability to provide to the State containers of the types and sizes indicated on Attachment B. All containers are to be freshly painted and clearly labeled with the Agency of Natural Resources universal recycling symbols. The symbols shall be appropriately applied to reflect the intended contents of the containers that are provided by the hauler. All containers shall be cleaned inside and outside and disinfected once every two weeks for food scrap collection containers, and periodically for rubbish and recycling to the satisfaction of the using agency. Multiple container sizing options must be available and delivered to the satisfaction of the using agency to accommodate variation in disposal amount for each of the three material streams. The size of each container shall be clearly marked on all containers. All containers must be leak-proof, secure – locking lids and lock shall be provided for all containers if needs arise at certain locations, totes must have wheels in working order so that staff can move them in and out of cafeteria spaces, tote washing or liners, provide sawdust and timely pick up schedule. All containers must have a drain plug. All 2, 4, 6 and 8 cubic yard containers must be equipped with a weatherproof cover. The 12, 20, 25, and 30 cubic yard containers have the option for weatherproof covers.
  - 3.1. All prices per pickup shall include all tip fees. Based on need, the frequency of pickup may be changed at any time during the contract period by the agency. All containers are priced on a per pickup basis including all tip fees, disposal fees and hauling charges.
  - 3.2. The agency may specify dumpsters and containers to be top loaded or front loaded that are lockable with a padlock at no additional charge. The using agency may specify dumpsters or containers to be clearly marked "CARDBOARD", "PLASTICS", etc.
  - 3.3. 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 agency shall

provide ten days notice for the delivery of new container. In the event of an emergency situation, vendors are required to respond within 24 hours.

- 3.3.1. In the event that an incumbent contractor is successful in retaining the contract awarded for the previous contract period, all containers utilized under the current contract must be labeled as directed in Section 3, reconditioned and freshly painted inside and out or may require replacement at the discretion of the agency.
- 3.4. **Right-Size:** Contractor will work with the agency or department to ensure that the containers used for rubbish removal, food scraps, and recycling are the right-size containers for that location.
- 3.5. **Damaged Containers:** Whenever a container is damaged, the contractor replaces the damaged container as soon as possible but no later than one week following notification by the agency. All costs associated with replacement or repair of the equipment furnished by the contractor shall be the responsibility of the contractor.
- 3.6. **Pickups:** The frequency of pickups will be indicated on the agency purchase orders. Purchase orders may be issued for service to be provided "on call" or "as needed" based on agency requirements.
  - 3.6.1. The agency reserves the right to increase or decrease the number, size, and location of dumpsters and containers, in addition to the frequency of pickups, as the need arises. The agency shall provide ten days notice for any change in container size or service frequency.
  - 3.6.2. All pickups shall be made on the date and times as directed by the agency and servicing of the location shall be made known to the agency representative at each location. A written notice shall be left with agency representative after each service. The agency may substitute with written notice confirming service by the drive to allow the Contractor to fax or e-mail a confirming service notice to the specified agency representative for each dumpster serviced, provided each servicing notice is faxed to the specified agency representative within eight (8) hours after being picked up. The agency may discontinue the faxing alternative method at any time.
  - 3.6.3. The contractor will replace the container if it becomes unsafe upon the request of the agency.
  - 3.6.4. Northwest Correctional Facility (NWCF). Access to the Correctional Facility is strictly controlled. Service vehicles have between the hours of 6:30AM and 7:30AM to conduct their business.
- 3.7. **Failure to Pickup Penalty:** If the contractor is unable to pick up refuse on the regularly scheduled day, they shall notify the agency. Failure to do so will result in a deduction from the monthly charge equal to one fourth the monthly charge. No deductions will be made without first notifying the contractor and giving them reasonable time to reply. If the contractor fails to pick up a location on schedule, the trash must be collected by 11:00 a.m. of the day following.

- 3.7.1. **Holidays:** When a pickup is scheduled on a national or state holiday, refuse shall be picked up either the day before or the day following the holiday. At no time will the contractor allow trash to accumulate until the next regularly scheduled pick up day.
- 3.8. **Refuse Composition:** The 12, 20, 25, and 30 cubic yard containers generally will be used to dispose of mixed debris which may contain items picked up off highways. This debris may be comprised of the following: concrete, sand, dirt, gravel, bituminous, metal, appliances, mattresses, wood, paper, cloth goods, and any other highway debris not specified herein. The 2, 4, 6 and 8 cubic yard containers will be generally used for trash and refuse. Totes and other containers provided for recycling shall match the size and number of the trash containers. The recycling containers may be larger in size than the trash containers. Containers for collection of leaf, yard debris, clean wood, and architectural waste shall be made available from the Contractor upon request.
- 3.9. **Refuse Disposal:** All refuse collected and disposed of under this contract shall be accomplished in strict accordance with current applicable county, state and federal air and water pollution control and refuse disposal regulations. If landfill banned material is observed in the trash, or refuse the Vendor shall notify BGS within one week of the observance. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the refuse.
- 3.10. **Food Scrap Disposal:** It is the State of Vermont's intention to discard all food scraps separately from trash, refuse, and recyclables. All food scrap containers must be emptied by a designated food scrap collection truck and delivered to a certified composting or anaerobic digestion facility. All recycling containers must be clearly marked for food scraps and indicated as such in words as well as with the appropriate Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in dumpsters within one week of observed contamination, the Vendor must work to resolve the issue with using agency or agencies served at that location. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the refuse. If Vendor observes contamination on three separate occasions the Vendor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.
- 3.11. **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. For ease of collecting these materials, it is a preference to collect these baseline recyclable materials in one container (single stream recycling). All recycling containers shall be emptied by a designated recycling truck and delivered to a certified recycling facility. All recycling containers shall be clearly marked for recycling and indicated as such in words as well as with the Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in dumpsters within

one week of observed contamination, the Vendor shall work to resolve the issue with using agency or agencies served at that location. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials were observed in the refuse. If Vendor observes contamination on three separate occasions, the Vendor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.

3.12. **Listed Recyclables (July 1, 2015) 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

3.12.1. The State of Vermont as part of the outcome expectation is to model effective environmental stewardship.

3.13. **Prices:** Prices on Attachment are per pickup. Prices quoted are net price for the service required including tip fees. No additional charges will be allowed. Prices submitted shall include all tip fees in effect on the beginning date of this contract, disposal fees and hauling charges.

3.14. **Compactors:** 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.

3.15. **Price Adjustment:** Prices will remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, the contractor may request 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 will be limited to once in any twelve month period thereafter. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases to be offered immediately as they become available. Vendor must notify the Office of Purchasing and Contracting of any decreases in pricing.

3.16. **Delivery:** The Contractor shall furnish and deliver the required containers to agency locations as specified in the agency purchase order. If required by the agency, Contractor shall notify agency of delivery as specified on the purchase order.

- 3.17. **Examination of Site:** The Contractor shall conduct site inspections prior to delivering a container to agency location. The ultimate placement of the containers shall be designated by the agency and no extra charge will be assessed. Contractor will work with the agency to right size the container for the need.
- 3.18. **Monthly Reporting:** Reporting on a per ton basis must be provided per month to BGS 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.
4. **OUTCOMES:** The expected outcome is to enter into a contractual relationship with a strategic long-term business partner who will provide all services incidental to rubbish removal and recycling services that will ensure the highest degree of sanitation and recycling as well as maintaining the safety of personnel, staff and property. Minimum outcomes include the following:
  - 4.1. Achieve ecological benefits from single stream recycling.
  - 4.2. Improve upon quantities of material currently being recycled.
  - 4.3. Develop other waste diversion and cost reduction initiatives.
  - 4.4. Maintain or reduce existing trash service levels during program transition.
5. **LANDFILL BANNED MATERIALS:** The State of Vermont is committed to a safe and healthy environment. The appropriate management of landfill banned materials protects human health and the environment. Vendor will immediately notify service location and BGS of landfill banned items and request removal before hauling. If something hazardous, BGS will work with a solid waste district or a hazardous waste contractor to ensure proper disposal of material. If something that hauler can assist with recycling (recyclables, scrap metal) then hauler will work with BGS to address issue. Three observances of landfilled banned material in incorrect collection containers per service location then Vendor can reject the entire load and bill accordingly. Link to landfill banned items <http://www.anr.state.vt.us/dec/wastediv/documents/LandfillBanPoster.pdf>. Mandated recyclables to be added July 1, 2015 and food scraps July 1, 2020.

State of Vermont  
Office of Purchasing and Contracting  
Waste Hauling and Recycling  
Payment Terms  
Attachment B  
Page 1 of 3

October 1, 2015

The State shall pay the Contractor an amount not to exceed \$150,000.00, as follows:

1. Pricing and Service Locations are identified on page 2 of 2 of Attachment B
2. **PRICE ADJUSTMENT:** Prices will remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, the contractor may request 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 will be limited to once in any twelve month period thereafter. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases to be offered immediately as they become available. Vendor must notify the Office of Purchasing and Contracting of any decreases in pricing.
3. **EQUIPMENT:** If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
4. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. All invoices are to be Net 30.
5. The VISA Purchasing Card may be used as a form of payment under this contract.

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 000000000000000000029875	<b>Page</b> 1 of 6
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,313,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH, FOOD SCRAPS & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	1,313,852.77

**STANDARD CONTRACT FOR SERVICES**

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Casella with its principal place of business in Williston, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

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

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

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

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

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

CONTRACTOR: CASELLA

CONTRACT #: 29875

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 2 of 6
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,313,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
CONTRACT AMENDMENT #: 1						

SUBJECT: TRASH & RECYCLING

Contract #29875, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Casella is amended as follows:

1. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$350,000.00. An increase amount of \$200,000.00.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

4. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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>.

8. 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 29875 in its entirety and agrees to be bound by the provisions enumerated therein.

Contract #29875  
Amendment #2

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 Casella, with a principal place of business in Williston, VT, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$350,000.00 to \$550,000.00, representing an increase of \$200,000.00

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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.

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 3 of 6
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,313,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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/debarment>.

This document consists of 17 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #3

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$550,000.00 to \$821,852.77 representing an increase of \$271,852.77

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2017 to September 30, 2018. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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 18 pages. Except as modified by this Amendment No. 3, all provisions of the Contract

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 4 of 6
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,313,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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remain in full force and effect.  
STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$821,852.77 to \$1,121,852.77 representing an increase of \$300,000.00.

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

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 19 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #5

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,121,852.77 to \$1,263,852.77 representing an increase of \$142,000.00.

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

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

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 5 of 6
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,313,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 15 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #6

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$1,263,852.77 to \$1,313,852.77 representing an increase of \$50,000.00.

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

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 11 pages. Except as modified by this Amendment No. 6, all provisions of the Contract

# State of Vermont

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

# CONTRACT



**Supplier 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		<b>Page</b> 6 of 6
<b>Contract Dates</b> 10/01/2015 to 09/30/2019		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,313,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@vermont.gov

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the STATE of VERMONT

By the CONTRACTOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

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

Title: BGS Commissioner

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter 1xper month	\$27.54		\$15.00	
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter EOW	\$27.54			
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter 1xper month		\$13.50		
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter EOW		\$13.50		
VT FISH & WILDLIFE DEPT	STORE #DEAD CREEK WILDLIF	RT 17	ADDISON	VT	1-2yd EOW	\$50.66			
WELCOME CENTER	STORE #WELCOME CENTER	70 ROUTE 2 NORTH MAIN ST	ALBURG	VT	1-3yd EOW	\$31.14			
WELCOME CENTER	STORE #WELCOME CENTER	70 ROUTE 2 NORTH MAIN ST	ALBURG	VT	1-3yd EOW		\$22.34		
ASCUTNEY GARAGE	STORE #ASCUTNEY GARAGE	638 ROUTE 131	ASCUTNEY	VT	1-3yd EOW	\$43.71			
ASCUTNEY GARAGE	STORE #ASCUTNEY GARAGE	638 ROUTE 131	ASCUTNEY	VT	1-3yd 1xper month		\$40.00		
WELCOME CENTER	STORE #WELCOME CENTER		BENNINGTON	VT	1-4yd 1xwk	\$20.23			
WELCOME CENTER	STORE #WELCOME CENTER		BENNINGTON	VT	1-4yd EOW		\$20.00		
STATE OFFICE & COURTHOUSE	STORE #STATE OFFICE	150 VETERANS MEMORIAL DR	BENNINGTON	VT	1-8yd 2xwk	\$42.77			
STATE OFFICE & COURTHOUSE	STORE #STATE OFFICE	150 VETERANS MEMORIAL DR	BENNINGTON	VT	1-4yd 1xwk		\$20.00		
STATE OF VERMONT	BETHEL STATE POLICE	BETHEL STATE POLICE	BETHEL	VT	1-6yd 1xwk	\$66.00			
STATE OF VERMONT	BETHEL STATE POLICE	BETHEL STATE POLICE	BETHEL	VT	1xwk		\$44.00		
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd EOW	\$75.94			
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd 1xwk	\$75.94			
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd 1xper month		\$40.00		
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd EOW		\$40.00		
STATE OF VERMONT	STATE POLICE BARRACKS	1594 WAITS RIVER ROAD	BRADFORD	VT	1-3yd EOW	\$44.47			
VT AGENCY OF TRANSPORTATION	STORE #AOT DISTRICT 7	57 FAIRGROUND ROAD	BRADFORD	VT	1-8yd 1xwk	\$63.25			
VT AGENCY OF TRANSPORTATION	STORE #AOT DISTRICT 7	57 FAIRGROUND ROAD	BRADFORD	VT	2- toters 1xwk		\$25.00		
VT AGENCY OF TRANSPORTATI	STORE #CAMBRIDGE OFFICE	8409 ROUTE 15	CAMBRIDGE	VT	1 toter EOW	\$25.08			
VT AGENCY OF TRANSPORTATI	STORE #CAMBRIDGE OFFICE	8409 ROUTE 15	CAMBRIDGE	VT	1 toter EOW		\$15.00		
VT FISH & WILDLIFE DEPT	STORE #GREEN M CAMP KEHOE	346 POINT PINES ROAD	CASTLETON	VT	1-6yd 1xwk	\$91.58			
VT FISH & WILDLIFE DEPT	STORE #GREEN M CAMP KEHOE	346 POINT PINES ROAD	CASTLETON	VT	1-8yd EOW		\$44.80		
VT FISH & WILDLIFE DEPT	STORE #GREEN M CAMP KEHOE	346 POINT PINES ROAD	CASTLETON	VT	1-8yd 1xwk		\$44.80		
VT AGENCY OF TRANSPORTATION	STORE #CHESTER MAINTENANCE	165 ELM STREET	CHESTER	VT	1-4yd EOW	\$44.05			

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
VT AGENCY OF TRANSPORTATION	STORE #CHESTER MAINTENANCE	165 ELM STREET	CHESTER	VT	1-3yd 1xmth		\$40.00		
ST.OF VT. MILITARY	STORE #CAMP JOHNSON RTI	789 VT NATIONAL GUARD RD	COLCHESTER	VT	1-6yd EOW		\$17.51		
ST.OF VT. MILITARY	STORE #CAMP JOHNSON RTI	789 VT NATIONAL GUARD RD	COLCHESTER	VT	1-6yd 1xwk		\$24.14		
BGS PROPERTY MANAGEMENT	STORE #STATE POLICE	394 HEGEMAN AVENUE	COLCHESTER	VT	1-3yd 1xwk	\$27.29			
BGS PROPERTY MANAGEMENT	STORE #STATE POLICE	394 HEGEMAN AVENUE	COLCHESTER	VT	1-3yd 1xwk		\$19.67		
VT AGENCY OF TRANSPORTATION	STORE #ENOSBURG	275 ELM STREET RT VT 105	ENOSBURG	VT	1-toter EOW	\$19.42		\$15.00	
VT AGENCY OF TRANSPORTATION	STORE #ENOSBURG	275 ELM STREET RT VT 105	ENOSBURG	VT	1-toter EOW		\$7.60		
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-toter EOW	\$19.42		\$15.00	
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-2yd EOW	\$23.03			
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-toter EOW		\$4.70		
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-2yd EOW		\$19.33		
VT FISH & WILDLIFE DEPT	STORE #FISH & WILDLIFE	14 BELL HILL ROAD	GRAND ISLE	VT	1-8yd EOW	\$68.49			
	HARTFORD SOUTH REST AREA		HARTFORD	VT	1-8yd 1xwk	\$74.00	\$60.00		
STATE OF VERMONT	HARTFORD SOUTH REST AREA		HARTFORD	VT	1-8yd 1xwk		\$60.00		
STATE OF VERMONT	STORE #HIGHGATE GARAGE	444 AIRPORT ROAD	HIGHGATE	VT	1- toter EOW	\$19.42			
STATE OF VERMONT	STORE #HIGHGATE GARAGE	444 AIRPORT ROAD	HIGHGATE	VT	1-toter EOW		\$8.01		
ST.OF VT. MILITARY	STORE #FIELD MAINTENANCE	6115 VT ROUTE 100 NORTH	HYDE PARK	VT	1-2yd 1xwk	\$40.00			
ST.OF VT. MILITARY	STORE #FIELD MAINTENANCE	6115 VT ROUTE 100 NORTH	HYDE PARK	VT	1-2yd EOW		\$20.00		
ST.OF VT. MILITARY	STORE #ETHAN ALLEN	ETHAN ALLEN ROAD	JERICHO	VT	1-6yd EOW		\$24.14		
ST.OF VT. MILITARY	STORE #ETHAN ALLEN	ETHAN ALLEN ROAD	JERICHO	VT	3-6yd 1xwk		\$17.51	\$15.00	
ST.OF VT. MILITARY	STORE #ETHAN ALLEN	ETHAN ALLEN ROAD	JERICHO	VT	3-6yd EOW		\$23.62		
STATE OF VERMONT	MIDDLEBURY COURTHOUSE		MIDDLEBURY	VT	1-2yd 1xwk	\$28.58	\$16.50	\$15.00	
STATE OF VERMONT	MIDDLEBURY COURTHOUSE		MIDDLEBURY	VT	EOW	\$20.25	\$20.25	\$15.00	
STATE OF VERMONT	MIDDLEBURY COURTHOUSE		MIDDLEBURY	VT	EOW		\$15.19		
STATE OF VERMONT	MIDDLEBURY GARAGE	341 CREEK ROAD	MIDDLEBURY	VT	1- 6yd on call	\$135.00		\$15.00	
BGS PROPERTY MANAGEMENT	STORE #DEPT OF LABOR	5 GREEN MOUNTAIN DRIVE	MONTPELIER	VT	3-8yd 3xwk		\$28.13		
VT AGENCY OF TRANSPORTATION	STORE #8 HIGHWAY OFFICE	643 BROOKLYN STREET	MORRISVILLE	VT	1-64 gallon toter EOW	\$25.08			
VT AGENCY OF TRANSPORTATION	STORE #8 HIGHWAY OFFICE	643 BROOKLYN STREET	MORRISVILLE	VT	1-64 gallon toter EOW		\$15.00		

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
VT AGENCY OF TRANSPORTATION	STORE #8 HIGHWAY OFFICE	643 BROOKLYN STREET	MORRISVILLE	VT	1-64 gallon toter 1xwk		\$15.00		
VT AGENCY OF TRANSPORTATION	STORE #NEWBURY GARAGE	1992 US ROUTE 302	NEWBURY	VT	1-2yd 1xwk	\$40.31			
STATE OF VERMONT	POLICE STATE BARRICKS	2490 ETHAN ALLEN HIGHWAY	NEW HAVEN	VT	2-64 gallon toers 1xwk	\$20.25	\$11.50	\$15.00	
STATE OF VERMONT	POLICE STATE BARRICKS	2490 ETHAN ALLEN HIGHWAY	NEW HAVEN	VT	1-2yd 1xwk	\$28.77			
STATE OF VERMONT	DEPT OF PUBLIC	ROUTE 17 EAST	NEW HAVEN	VT	1-6yd on call	\$135.00			
NEWPORT STATE OFFICE BLDG	STATE OFFICE BUILDING	81 MAIN STREET	NEWPORT	VT	3-2yd 2xwk	\$70.23			
NEWPORT STATE OFFICE BLDG	STATE OFFICE BUILDING	81 MAIN STREET	NEWPORT	VT	3-1yd 1xwk		\$90.00		
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	2-10yd 3xwk	\$234.08			
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	1-2yd 3xwk	\$23.41			
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	1-2yd 2xwk	\$21.86			
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	2-6yd 1xwk		\$326.41		
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	1-2yd 1xwk		\$54.40		
CORRECTIONAL FACILITY	NSCF-PRINT SHOP	2559 GLEN ROAD	NEWPORT	VT	1-8yd 1xwk		\$217.60		
CORRECTIONAL FACILITY	NSCF-FURNITURE SHOP	2559 GLEN ROAD	NEWPORT	VT	1-8yd 2xwk	\$93.63			
STATE OF VERMONT MILITARY	NEWPORT ARMORY	540 UNION STREET	NEWPORT	VT	1-4yd 1xwk	\$32.00			
STATE OF VERMONT MILITARY	NEWPORT ARMORY	540 UNION STREET	NEWPORT	VT	1-4yd 1xper month		\$62.00		
CORRECTIONAL FACILITY	NSCF-MAINTENANCE SHOP	2259 GLEN ROAD	NEWPORT	VT	1-4yd 1xwk	\$45.00			
CHIMNEY POINT	STORE #MT.INDEPENDENCE	HISTORIC SITE	ORWELL	VT	1-96 gallon toter 1xwk	\$11.50		\$15.00	
CHIMNEY POINT	STORE #MT.INDEPENDENCE	HISTORIC SITE	ORWELL	VT	1-96 gallon toter EOW		\$11.50		
STATE OF VERMONT	STORE #VT FIRE ACADEMY	178 WATER ST	RANDOLPH	VT	1-3yd on-call	\$44.50			
MARBLE VALLEY REGIONAL	MARBLE VALLEY REGIONAL	CORRECTIONAL FACILITY	RUTLAND	VT	1-10yd 2xwk	\$73.27			
MARBLE VALLEY REGIONAL	MARBLE VALLEY REGIONAL	CORRECTIONAL FACILITY	RUTLAND	VT	1-8yd 2xwk		\$17.33		
DEPT OF PUBLIC SAFETY	STORE #DEPT OF SAFETY	56 HOWE STREET	RUTLAND	VT	1-2yd 1xper month	\$47.76			
	POLICE	MCKINLEY PARK	RUTLAND	VT	1-4yd 1xwk	\$23.61			
	POLICE	MCKINLEY PARK	RUTLAND	VT	1-4yd EOW		\$22.63		
ST.OF VT. MILITARY	STORE #READINESS CENTER	141 SHAMROCK ROAD	S BURLINGTON	VT	1-8yd EOW		\$29.88		
ST.OF VT. MILITARY	STORE #READINESS CENTER	141 SHAMROCK ROAD	S BURLINGTON	VT	1-4yd EOW		\$21.15		
VT NATIONAL AIRGUARD	STORE #VT NATIONAL AIRGUA	68 NCO STE B	S BURLINGTON	VT	6-8yd 1xwk		\$21.04		

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
BGS PROPERTY MANAGEMENT	STORE #DMV S BURLINGTON	4 MARKET STREET	S. BURLINGTON	VT	1-6yd 1xwk	\$40.47			
BGS PROPERTY MANAGEMENT	STORE #DMV S BURLINGTON	4 MARKET STREET	S. BURLINGTON	VT	4-64 gallon toters		\$4.72		
VT FISH & WILDLIFE DEPT	STORE #FISH HATCHERY	RTE 53	SALISBURY	VT	1-3yd 1xwk	\$54.34			
STATE OF VERMONT	SHARON NORTH REST AREA		SHARON	VT	1-4yd 1xwk	\$48.00	\$42.00		
STATE OF VERMONT	SHARON NORTH REST AREA		SHARON	VT	1-8yd 1xwk	\$98.00			
STATE OF VERMONT	SHARON NORTH REST AREA		SHARON	VT	1-8yd 1xwk		\$75.00		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	1-8yd 1xwk	\$74.80	\$60.00		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	1-4yd EOW		\$44.00		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	1xwk		\$6.50		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	7 shredding toters		\$72.75		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	4-10yd 1xwk	\$111.00	\$105.00		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	2-10yd 1xwk		\$105.00		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	1-8yd 1xwk	\$95.00	\$75.00		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	1-10yd 1xwk	\$111.00			
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	5 compost toters			\$26.00	\$562.29
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3650 LOWER NEWTON RD	ST ALBANS	VT	1-4yd 3xwk	\$31.14		\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3651 LOWER NEWTON RD	ST ALBANS	VT	4-6yd 1xwk	\$40.47		\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3652 LOWER NEWTON RD	ST ALBANS	VT	1-2yd 2xwk		\$18.31	\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3653 LOWER NEWTON RD	ST ALBANS	VT	1-8yd 2xwk		\$29.88	\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3654 LOWER NEWTON RD	ST ALBANS	VT	1xwk			\$15.00	\$669.50
ST.OF VT. MILITARY	STORE #ST. ALBANS	18 FAIRFIELD STREET	ST ALBANS	VT	1-3yd 1xwk	\$27.56		\$15.00	
ST.OF VT. MILITARY	STORE #ST. ALBANS	18 FAIRFIELD STREET	ST ALBANS	VT	1-3yd EOW		\$22.42	\$15.00	
	STATE POLICE BARRACKS	140 FISHER POND ROAD	ST ALBANS	VT	1-6yd 1xwk	\$40.47		\$15.00	
	STATE POLICE BARRACKS	140 FISHER POND ROAD	ST ALBANS	VT	1xwk		\$5.04	\$15.00	
VERMONT CORRECTIONAL IND	STORE #LICENSE PLATE SHOP	3649 LOWER NEWTON RD	ST ALBANS	VT	1-2yd 1xwk	\$23.20		\$15.00	
	UNEMPLOYMENT	20 HOUGHTON STREET	ST ALBANS	VT					
	COURTHOUSE	36 LAKE STREET	ST ALBANS	VT					
STATE OF VT	CORRECTIONAL FACILITY		ST JOHNSBURY	VT	15yd open top				

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
ST.OF VT. MILITARY	STORE #VERGENNES	MONKTON ROAD	VERGENNES	VT	1-2yd 1xwk	\$36.15		\$15.00	
ST.OF VT. MILITARY	STORE #VERGENNES	MONKTON ROAD	VERGENNES	VT	1-64 gallon toter 1xwk		\$21.00	\$15.00	
ST.OF VT. MILITARY	STORE #VERGENNES	MONKTON ROAD	VERGENNES	VT	1-2yd EOW		\$21.00		
STATE OF VERMONT	SURPLUS PROPERTY	434 ROUTE 2	WATERBURY	VT	1-2yd EOW	\$24.79			
STATE OF VERMONT	WATERFORD INFO. CENTER	INTERSTATE 93 NORTHBOUND	WATERFORD	VT	1-6yd 1xwk	\$43.94			
STATE OF VERMONT	WATERFORD INFO. CENTER	INTERSTATE 93 NORTHBOUND	WATERFORD	VT	1-6yd EOW		\$44.79		
STATE OF VERMONT	WHITE RIVER DIST.COURT	RAILROAD ROW	JCT	VT	1-4yd 1xwk	\$47.00	\$45.00		
STATE OF VERMONT	WHITE RIVER DIST.COURT	RAILROAD ROW	JCT	VT	1xwk		\$25.00		
STATE OF VERMONT	STORE #CENTRAL GARAGE	226 BESWICK DRIVE	JCT	VT	1-4yd 1xper month		\$45.00		
DISTRICT 4 HIGHWAY OFFICE	STORE #4 HIGHWAY OFFICE	3976 VT RTE 64	N	VT	1-10yd on-call	\$105.71			
DISTRICT 4 HIGHWAY OFFICE	STORE #4 HIGHWAY OFFICE	3976 VT RTE 64	N	VT	1-2yd on-call		\$35.00		
	NORTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	2-4yd 1xwk	\$31.14			
	NORTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	1-6yd 1xwk		\$25.63		
	SOUTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	2-4yd 1xwk	\$31.14			
	SOUTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	1-6yd 1xwk		\$25.63		
	STATE POLICE BARRACKS		WILLISTON	VT					
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-4yd 1xwk	\$35.00			
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-4yd EOW	\$35.00			
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-6yd 1xwk		\$55.50		
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-6yd EOW		\$55.50		

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		Page 1 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2019		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,263,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH, FOOD SCRAPS & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	1,263,852.77

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

**STANDARD CONTRACT FOR SERVICES**

- Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Casella with its principal place of business in Williston, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.
- Maximum Amount. In consideration of the 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 \$150,000.00.
- Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.
- Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
- Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- Attachments. This contract consists of 14 pages including the following attachments which are incorporated herein:
  - Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)
- Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
  - (1) Standard Contract
  - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
  - (3) Attachment A
  - (4) Attachment B

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 2 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,263,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACTOR: CASELLA

CONTRACT #: 29875

CONTRACT AMENDMENT #: 1

SUBJECT: TRASH & RECYCLING

Contract #29875, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Casella is amended as follows:

1. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$350,000.00. An increase amount of \$200,000.00.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

4. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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>.

8. 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 29875 in its entirety and agrees to be bound by the provisions enumerated therein.

Contract #29875  
Amendment #2

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 Casella, with a principal place of business in Williston, VT, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$350,000.00 to \$550,000.00, representing an increase of \$200,000.00

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 3 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2019	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,263,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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entirety and replaced by the Attachment C July 1, 2016 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/debarment>.

This document consists of 17 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #3

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$550,000.00 to \$821,852.77 representing an increase of \$271,852.77

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2017 to September 30, 2018. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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.

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		<b>Page</b> 4 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2019		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,263,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 18 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$821,852.77 to \$1,121,852.77 representing an increase of \$300,000.00.

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

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 19 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #5

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		<b>Page</b> 5 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2019		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,263,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
Contract, shall be changed from \$1,121,852.77 to \$1,263,852.77 representing an increase of \$142,000.00.						

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

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

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 15 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@vermont.gov

### 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 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)

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter 1xper month	\$27.54		\$15.00	
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter EOW	\$27.54			
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter 1xper month		\$13.50		
CHIMNEY POINT	STORE #CHIMNEY POINT	HISTORIC SITE	ADDISON	VT	1-toter EOW		\$13.50		
VT FISH & WILDLIFE DEPT	STORE #DEAD CREEK WILDLIF	RT 17	ADDISON	VT	1-2yd EOW	\$50.66			
WELCOME CENTER	STORE #WELCOME CENTER	70 ROUTE 2 NORTH MAIN ST	ALBURG	VT	1-3yd EOW	\$31.14			
WELCOME CENTER	STORE #WELCOME CENTER	70 ROUTE 2 NORTH MAIN ST	ALBURG	VT	1-3yd EOW		\$22.34		
ASCUTNEY GARAGE	STORE #ASCUTNEY GARAGE	638 ROUTE 131	ASCUTNEY	VT	1-3yd EOW	\$43.71			
ASCUTNEY GARAGE	STORE #ASCUTNEY GARAGE	638 ROUTE 131	ASCUTNEY	VT	1-3yd 1xper month		\$40.00		
WELCOME CENTER	STORE #WELCOME CENTER		BENNINGTON	VT	1-4yd 1xwk	\$20.23			
WELCOME CENTER	STORE #WELCOME CENTER		BENNINGTON	VT	1-4yd EOW		\$20.00		
STATE OFFICE & COURTHOUSE	STORE #STATE OFFICE	150 VETERANS MEMORIAL DR	BENNINGTON	VT	1-8yd 2xwk	\$42.77			
STATE OFFICE & COURTHOUSE	STORE #STATE OFFICE	150 VETERANS MEMORIAL DR	BENNINGTON	VT	1-4yd 1xwk		\$20.00		
STATE OF VERMONT	BETHEL STATE POLICE	BETHEL STATE POLICE	BETHEL	VT	1-6yd 1xwk	\$66.00			
STATE OF VERMONT	BETHEL STATE POLICE	BETHEL STATE POLICE	BETHEL	VT	1xwk		\$44.00		
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd EOW	\$75.94			
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd 1xwk	\$75.94			
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd 1xper month		\$40.00		
STATE OF VERMONT	STORE #BRADFORD INFO CNTR		BRADFORD	VT	1-6yd EOW		\$40.00		
STATE OF VERMONT	STATE POLICE BARRACKS	1594 WAITS RIVER ROAD	BRADFORD	VT	1-3yd EOW	\$44.47			
VT AGENCY OF TRANSPORTATION	STORE #AOT DISTRICT 7	57 FAIRGROUND ROAD	BRADFORD	VT	1-8yd 1xwk	\$63.25			
VT AGENCY OF TRANSPORTATION	STORE #AOT DISTRICT 7	57 FAIRGROUND ROAD	BRADFORD	VT	2- toters 1xwk		\$25.00		
VT AGENCY OF TRANSPORTATI	STORE #CAMBRIDGE OFFICE	8409 ROUTE 15	CAMBRIDGE	VT	1 toter EOW	\$25.08			
VT AGENCY OF TRANSPORTATI	STORE #CAMBRIDGE OFFICE	8409 ROUTE 15	CAMBRIDGE	VT	1 toter EOW		\$15.00		
VT FISH & WILDLIFE DEPT	STORE #GREEN M CAMP KEHOE	346 POINT PINES ROAD	CASTLETON	VT	1-6yd 1xwk	\$91.58			
VT FISH & WILDLIFE DEPT	STORE #GREEN M CAMP KEHOE	346 POINT PINES ROAD	CASTLETON	VT	1-8yd EOW		\$44.80		
VT FISH & WILDLIFE DEPT	STORE #GREEN M CAMP KEHOE	346 POINT PINES ROAD	CASTLETON	VT	1-8yd 1xwk		\$44.80		
VT AGENCY OF TRANSPORTATION	STORE #CHESTER MAINTENANCE	165 ELM STREET	CHESTER	VT	1-4yd EOW	\$44.05			

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
VT AGENCY OF TRANSPORTATION	STORE #CHESTER MAINTENANCE	165 ELM STREET	CHESTER	VT	1-3yd 1xmth		\$40.00		
ST.OF VT. MILITARY	STORE #CAMP JOHNSON RTI	789 VT NATIONAL GUARD RD	COLCHESTER	VT	1-6yd EOW		\$17.51		
ST.OF VT. MILITARY	STORE #CAMP JOHNSON RTI	789 VT NATIONAL GUARD RD	COLCHESTER	VT	1-6yd 1xwk		\$24.14		
BGS PROPERTY MANAGEMENT	STORE #STATE POLICE	394 HEGEMAN AVENUE	COLCHESTER	VT	1-3yd 1xwk	\$27.29			
BGS PROPERTY MANAGEMENT	STORE #STATE POLICE	394 HEGEMAN AVENUE	COLCHESTER	VT	1-3yd 1xwk		\$19.67		
VT AGENCY OF TRANSPORTATION	STORE #ENOSBURG	275 ELM STREET RT VT 105	ENOSBURG	VT	1-toter EOW	\$19.42		\$15.00	
VT AGENCY OF TRANSPORTATION	STORE #ENOSBURG	275 ELM STREET RT VT 105	ENOSBURG	VT	1-toter EOW		\$7.60		
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-toter EOW	\$19.42		\$15.00	
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-2yd EOW	\$23.03			
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-toter EOW		\$4.70		
ST.OF VT. MILITARY	STORE #ENOSBURG FALLS	134 PEARL STREET	FALLS	VT	1-2yd EOW		\$19.33		
VT FISH & WILDLIFE DEPT	STORE #FISH & WILDLIFE	14 BELL HILL ROAD	GRAND ISLE	VT	1-8yd EOW	\$68.49			
	HARTFORD SOUTH REST AREA		HARTFORD	VT	1-8yd 1xwk	\$74.00	\$60.00		
STATE OF VERMONT	HARTFORD SOUTH REST AREA		HARTFORD	VT	1-8yd 1xwk		\$60.00		
STATE OF VERMONT	STORE #HIGHGATE GARAGE	444 AIRPORT ROAD	HIGHGATE	VT	1- toter EOW	\$19.42			
STATE OF VERMONT	STORE #HIGHGATE GARAGE	444 AIRPORT ROAD	HIGHGATE	VT	1-toter EOW		\$8.01		
ST.OF VT. MILITARY	STORE #FIELD MAINTENANCE	6115 VT ROUTE 100 NORTH	HYDE PARK	VT	1-2yd 1xwk	\$40.00			
ST.OF VT. MILITARY	STORE #FIELD MAINTENANCE	6115 VT ROUTE 100 NORTH	HYDE PARK	VT	1-2yd EOW		\$20.00		
ST.OF VT. MILITARY	STORE #ETHAN ALLEN	ETHAN ALLEN ROAD	JERICHO	VT	1-6yd EOW		\$24.14		
ST.OF VT. MILITARY	STORE #ETHAN ALLEN	ETHAN ALLEN ROAD	JERICHO	VT	3-6yd 1xwk		\$17.51	\$15.00	
ST.OF VT. MILITARY	STORE #ETHAN ALLEN	ETHAN ALLEN ROAD	JERICHO	VT	3-6yd EOW		\$23.62		
STATE OF VERMONT	MIDDLEBURY COURTHOUSE		MIDDLEBURY	VT	1-2yd 1xwk	\$28.58	\$16.50	\$15.00	
STATE OF VERMONT	MIDDLEBURY COURTHOUSE		MIDDLEBURY	VT	EOW	\$20.25	\$20.25	\$15.00	
STATE OF VERMONT	MIDDLEBURY COURTHOUSE		MIDDLEBURY	VT	EOW		\$15.19		
STATE OF VERMONT	MIDDLEBURY GARAGE	341 CREEK ROAD	MIDDLEBURY	VT	1- 6yd on call	\$135.00		\$15.00	
BGS PROPERTY MANAGEMENT	STORE #DEPT OF LABOR	5 GREEN MOUNTAIN DRIVE	MONTPELIER	VT	3-8yd 3xwk		\$28.13		
VT AGENCY OF TRANSPORTATION	STORE #8 HIGHWAY OFFICE	643 BROOKLYN STREET	MORRISVILLE	VT	1-64 gallon toter EOW	\$25.08			
VT AGENCY OF TRANSPORTATION	STORE #8 HIGHWAY OFFICE	643 BROOKLYN STREET	MORRISVILLE	VT	1-64 gallon toter EOW		\$15.00		

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
VT AGENCY OF TRANSPORTATION	STORE #8 HIGHWAY OFFICE	643 BROOKLYN STREET	MORRISVILLE	VT	1-64 gallon toter 1xwk		\$15.00		
VT AGENCY OF TRANSPORTATION	STORE #NEWBURY GARAGE	1992 US ROUTE 302	NEWBURY	VT	1-2yd 1xwk	\$40.31			
STATE OF VERMONT	POLICE STATE BARRICKS	2490 ETHAN ALLEN HIGHWAY	NEW HAVEN	VT	2-64 gallon toers 1xwk	\$20.25	\$11.50	\$15.00	
STATE OF VERMONT	POLICE STATE BARRICKS	2490 ETHAN ALLEN HIGHWAY	NEW HAVEN	VT	1-2yd 1xwk	\$28.77			
STATE OF VERMONT	DEPT OF PUBLIC	ROUTE 17 EAST	NEW HAVEN	VT	1-6yd on call	\$135.00			
NEWPORT STATE OFFICE BLDG	STATE OFFICE BUILDING	81 MAIN STREET	NEWPORT	VT	3-2yd 2xwk	\$70.23			
NEWPORT STATE OFFICE BLDG	STATE OFFICE BUILDING	81 MAIN STREET	NEWPORT	VT	3-1yd 1xwk		\$90.00		
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	2-10yd 3xwk	\$234.08			
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	1-2yd 3xwk	\$23.41			
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	1-2yd 2xwk	\$21.86			
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	2-6yd 1xwk		\$326.41		
CORRECTIONAL FACILITY	NSCF	2559 GLEN ROAD	NEWPORT	VT	1-2yd 1xwk		\$54.40		
CORRECTIONAL FACILITY	NSCF-PRINT SHOP	2559 GLEN ROAD	NEWPORT	VT	1-8yd 1xwk		\$217.60		
CORRECTIONAL FACILITY	NSCF-FURNITURE SHOP	2559 GLEN ROAD	NEWPORT	VT	1-8yd 2xwk	\$93.63			
STATE OF VERMONT MILITARY	NEWPORT ARMORY	540 UNION STREET	NEWPORT	VT	1-4yd 1xwk	\$32.00			
STATE OF VERMONT MILITARY	NEWPORT ARMORY	540 UNION STREET	NEWPORT	VT	1-4yd 1xper month		\$62.00		
CORRECTIONAL FACILITY	NSCF-MAINTENANCE SHOP	2259 GLEN ROAD	NEWPORT	VT	1-4yd 1xwk	\$45.00			
CHIMNEY POINT	STORE #MT.INDEPENDENCE	HISTORIC SITE	ORWELL	VT	1-96 gallon toter 1xwk	\$11.50		\$15.00	
CHIMNEY POINT	STORE #MT.INDEPENDENCE	HISTORIC SITE	ORWELL	VT	1-96 gallon toter EOW		\$11.50		
STATE OF VERMONT	STORE #VT FIRE ACADEMY	178 WATER ST	RANDOLPH	VT	1-3yd on-call	\$44.50			
MARBLE VALLEY REGIONAL	MARBLE VALLEY REGIONAL	CORRECTIONAL FACILITY	RUTLAND	VT	1-10yd 2xwk	\$73.27			
MARBLE VALLEY REGIONAL	MARBLE VALLEY REGIONAL	CORRECTIONAL FACILITY	RUTLAND	VT	1-8yd 2xwk		\$17.33		
DEPT OF PUBLIC SAFETY	STORE #DEPT OF SAFETY	56 HOWE STREET	RUTLAND	VT	1-2yd 1xper month	\$47.76			
	POLICE	MCKINLEY PARK	RUTLAND	VT	1-4yd 1xwk	\$23.61			
	POLICE	MCKINLEY PARK	RUTLAND	VT	1-4yd EOW		\$22.63		
ST.OF VT. MILITARY	STORE #READINESS CENTER	141 SHAMROCK ROAD	S BURLINGTON	VT	1-8yd EOW		\$29.88		
ST.OF VT. MILITARY	STORE #READINESS CENTER	141 SHAMROCK ROAD	S BURLINGTON	VT	1-4yd EOW		\$21.15		
VT NATIONAL AIRGUARD	STORE #VT NATIONAL AIRGUA	68 NCO STE B	S BURLINGTON	VT	6-8yd 1xwk		\$21.04		

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
BGS PROPERTY MANAGEMENT	STORE #DMV S BURLINGTON	4 MARKET STREET	S. BURLINGTON	VT	1-6yd 1xwk	\$40.47			
BGS PROPERTY MANAGEMENT	STORE #DMV S BURLINGTON	4 MARKET STREET	S. BURLINGTON	VT	4-64 gallon toters		\$4.72		
VT FISH & WILDLIFE DEPT	STORE #FISH HATCHERY	RTE 53	SALISBURY	VT	1-3yd 1xwk	\$54.34			
STATE OF VERMONT	SHARON NORTH REST AREA		SHARON	VT	1-4yd 1xwk	\$48.00	\$42.00		
STATE OF VERMONT	SHARON NORTH REST AREA		SHARON	VT	1-8yd 1xwk	\$98.00			
STATE OF VERMONT	SHARON NORTH REST AREA		SHARON	VT	1-8yd 1xwk		\$75.00		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	1-8yd 1xwk	\$74.80	\$60.00		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	1-4yd EOW		\$44.00		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	1xwk		\$6.50		
STATE OF VERMONT	SPRINGFIELD OFFICE BLDG	100 MINERAL STREET	SPRINGFIELD	VT	7 shredding toters		\$72.75		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	4-10yd 1xwk	\$111.00	\$105.00		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	2-10yd 1xwk		\$105.00		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	1-8yd 1xwk	\$95.00	\$75.00		
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	1-10yd 1xwk	\$111.00			
	CORRECTIONAL FACILITY		SPRINGFIELD	VT	5 compost toters			\$26.00	\$562.29
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3650 LOWER NEWTON RD	ST ALBANS	VT	1-4yd 3xwk	\$31.14		\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3651 LOWER NEWTON RD	ST ALBANS	VT	4-6yd 1xwk	\$40.47		\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3652 LOWER NEWTON RD	ST ALBANS	VT	1-2yd 2xwk		\$18.31	\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3653 LOWER NEWTON RD	ST ALBANS	VT	1-8yd 2xwk		\$29.88	\$15.00	
ST OF VT NW CORRECTIONAL	NORTHWEST CORRECTIONAL	3654 LOWER NEWTON RD	ST ALBANS	VT	1xwk			\$15.00	\$669.50
ST.OF VT. MILITARY	STORE #ST. ALBANS	18 FAIRFIELD STREET	ST ALBANS	VT	1-3yd 1xwk	\$27.56		\$15.00	
ST.OF VT. MILITARY	STORE #ST. ALBANS	18 FAIRFIELD STREET	ST ALBANS	VT	1-3yd EOW		\$22.42	\$15.00	
	STATE POLICE BARRACKS	140 FISHER POND ROAD	ST ALBANS	VT	1-6yd 1xwk	\$40.47		\$15.00	
	STATE POLICE BARRACKS	140 FISHER POND ROAD	ST ALBANS	VT	1xwk		\$5.04	\$15.00	
VERMONT CORRECTIONAL IND	STORE #LICENSE PLATE SHOP	3649 LOWER NEWTON RD	ST ALBANS	VT	1-2yd 1xwk	\$23.20		\$15.00	
	UNEMPLOYMENT	20 HOUGHTON STREET	ST ALBANS	VT					
	COURTHOUSE	36 LAKE STREET	ST ALBANS	VT					
STATE OF VT	CORRECTIONAL FACILITY		ST JOHNSBURY	VT	15yd open top				

Customer	Location/Site Name	Service Address	City	St	Contract Service	Trash Cost per pick up	Recycle Cost per pick up	Composting	Monthly
ST.OF VT. MILITARY	STORE #VERGENNES	MONKTON ROAD	VERGENNES	VT	1-2yd 1xwk	\$36.15		\$15.00	
ST.OF VT. MILITARY	STORE #VERGENNES	MONKTON ROAD	VERGENNES	VT	1-64 gallon toter 1xwk		\$21.00	\$15.00	
ST.OF VT. MILITARY	STORE #VERGENNES	MONKTON ROAD	VERGENNES	VT	1-2yd EOW		\$21.00		
STATE OF VERMONT	SURPLUS PROPERTY	434 ROUTE 2	WATERBURY	VT	1-2yd EOW	\$24.79			
STATE OF VERMONT	WATERFORD INFO. CENTER	INTERSTATE 93 NORTHBOUND	WATERFORD	VT	1-6yd 1xwk	\$43.94			
STATE OF VERMONT	WATERFORD INFO. CENTER	INTERSTATE 93 NORTHBOUND	WATERFORD	VT	1-6yd EOW		\$44.79		
STATE OF VERMONT	WHITE RIVER DIST.COURT	RAILROAD ROW	JCT	VT	1-4yd 1xwk	\$47.00	\$45.00		
STATE OF VERMONT	WHITE RIVER DIST.COURT	RAILROAD ROW	JCT	VT	1xwk		\$25.00		
STATE OF VERMONT	STORE #CENTRAL GARAGE	226 BESWICK DRIVE	JCT	VT	1-4yd 1xper month		\$45.00		
DISTRICT 4 HIGHWAY OFFICE	STORE #4 HIGHWAY OFFICE	3976 VT RTE 64	N	VT	1-10yd on-call	\$105.71			
DISTRICT 4 HIGHWAY OFFICE	STORE #4 HIGHWAY OFFICE	3976 VT RTE 64	N	VT	1-2yd on-call		\$35.00		
	NORTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	2-4yd 1xwk	\$31.14			
	NORTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	1-6yd 1xwk		\$25.63		
	SOUTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	2-4yd 1xwk	\$31.14			
	SOUTH INFORMATION CENTER	INTERSTATE 89	WILLISTON	VT	1-6yd 1xwk		\$25.63		
	STATE POLICE BARRACKS		WILLISTON	VT					
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-4yd 1xwk	\$35.00			
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-4yd EOW	\$35.00			
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-6yd 1xwk		\$55.50		
VT AGENCY OF TRANSPORTATI	STORE #BUCK LAKE CAMP	1051 BUCK LAKE ROAD	WOODBURY	VT	1-6yd EOW		\$55.50		

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 1 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2018	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,121,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH, FOOD SCRAPS & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	1,121,852.77

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

**STANDARD CONTRACT FOR SERVICES**

- Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Casella with its principal place of business in Williston, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.
- Maximum Amount. In consideration of the 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 \$150,000.00.
- Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.
- Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
- Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- Attachments. This contract consists of 14 pages including the following attachments which are incorporated herein:
  - Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)
- Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
  - (1) Standard Contract
  - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
  - (3) Attachment A
  - (4) Attachment B

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 2 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2018	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,121,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACTOR: CASELLA

CONTRACT #: 29875

CONTRACT AMENDMENT #: 1

SUBJECT: TRASH & RECYCLING

Contract #29875, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Casella is amended as follows:

1. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$350,000.00. An increase amount of \$200,000.00.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

4. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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>.

8. 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 29875 in its entirety and agrees to be bound by the provisions enumerated therein.

Contract #29875  
Amendment #2

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 Casella, with a principal place of business in Williston, VT, Vermont (the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$350,000.00 to \$550,000.00, representing an increase of \$200,000.00

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 3 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2018	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,121,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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entirety and replaced by the Attachment C July 1, 2016 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/debarment>.

This document consists of 17 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

## STATE OF VERMONT CONTRACT AMENDMENT

Contract #29875  
Amendment #3

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$550,000.00 to \$821,852.77 representing an increase of \$271,852.77

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2017 to September 30, 2018. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 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.

# State of Vermont

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

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 4 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2018	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$1,121,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 18 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT  
CONTRACT AMENDMENT

Contract #29875  
Amendment #4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, (the "State") and Casella with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of October 1, 2015, Contract # 29875, 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 \$821,852.77 to \$1,121,852.77 representing an increase of \$300,000.00.

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

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 19 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
[linda.wortman@vermont.gov](mailto:linda.wortman@vermont.gov)

**State of Vermont**

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

**CONTRACT**



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875		<b>Page</b> 5 of 5
<b>Contract Dates</b> 10/01/2015 to 09/30/2018		<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling		<b>Contract Maximum</b> \$1,121,852.77
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

October 1, 2015

1. Contractor shall provide all labor and equipment necessary to complete waste hauling and recycling services as described in the Contract.
2. Contractor POC Information  
Krista Trapeni  
802-772-6929
3. The contractor shall have the ability to provide to the State containers of the types and sizes indicated on Attachment B. All containers are to be freshly painted and clearly labeled with the Agency of Natural Resources universal recycling symbols. The symbols shall be appropriately applied to reflect the intended contents of the containers that are provided by the hauler. All containers shall be cleaned inside and outside and disinfected once every two weeks for food scrap collection containers, and periodically for rubbish and recycling to the satisfaction of the using agency. Multiple container sizing options must be available and delivered to the satisfaction of the using agency to accommodate variation in disposal amount for each of the three material streams. The size of each container shall be clearly marked on all containers. All containers must be leak-proof, secure – locking lids and lock shall be provided for all containers if needs arise at certain locations, totes must have wheels in working order so that staff can move them in and out of cafeteria spaces, tote washing or liners, provide sawdust and timely pick up schedule. All containers must have a drain plug. All 2, 4, 6 and 8 cubic yard containers must be equipped with a weatherproof cover. The 12, 20, 25, and 30 cubic yard containers have the option for weatherproof covers.
  - 3.1. All prices per pickup shall include all tip fees. Based on need, the frequency of pickup may be changed at any time during the contract period by the agency. All containers are priced on a per pickup basis including all tip fees, disposal fees and hauling charges.
  - 3.2. The agency may specify dumpsters and containers to be top loaded or front loaded that are lockable with a padlock at no additional charge. The using agency may specify dumpsters or containers to be clearly marked "CARDBOARD", "PLASTICS", etc.
  - 3.3. 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 agency shall

provide ten days notice for the delivery of new container. In the event of an emergency situation, vendors are required to respond within 24 hours.

- 3.3.1. In the event that an incumbent contractor is successful in retaining the contract awarded for the previous contract period, all containers utilized under the current contract must be labeled as directed in Section 3, reconditioned and freshly painted inside and out or may require replacement at the discretion of the agency.
- 3.4. **Right-Size:** Contractor will work with the agency or department to ensure that the containers used for rubbish removal, food scraps, and recycling are the right-size containers for that location.
- 3.5. **Damaged Containers:** Whenever a container is damaged, the contractor replaces the damaged container as soon as possible but no later than one week following notification by the agency. All costs associated with replacement or repair of the equipment furnished by the contractor shall be the responsibility of the contractor.
- 3.6. **Pickups:** The frequency of pickups will be indicated on the agency purchase orders. Purchase orders may be issued for service to be provided "on call" or "as needed" based on agency requirements.
  - 3.6.1. The agency reserves the right to increase or decrease the number, size, and location of dumpsters and containers, in addition to the frequency of pickups, as the need arises. The agency shall provide ten days notice for any change in container size or service frequency.
  - 3.6.2. All pickups shall be made on the date and times as directed by the agency and servicing of the location shall be made known to the agency representative at each location. A written notice shall be left with agency representative after each service. The agency may substitute with written notice confirming service by the drive to allow the Contractor to fax or e-mail a confirming service notice to the specified agency representative for each dumpster serviced, provided each servicing notice is faxed to the specified agency representative within eight (8) hours after being picked up. The agency may discontinue the faxing alternative method at any time.
  - 3.6.3. The contractor will replace the container if it becomes unsafe upon the request of the agency.
  - 3.6.4. Northwest Correctional Facility (NWCF). Access to the Correctional Facility is strictly controlled. Service vehicles have between the hours of 6:30AM and 7:30AM to conduct their business.
- 3.7. **Failure to Pickup Penalty:** If the contractor is unable to pick up refuse on the regularly scheduled day, they shall notify the agency. Failure to do so will result in a deduction from the monthly charge equal to one fourth the monthly charge. No deductions will be made without first notifying the contractor and giving them reasonable time to reply. If the contractor fails to pick up a location on schedule, the trash must be collected by 11:00 a.m. of the day following.

- 3.7.1. **Holidays:** When a pickup is scheduled on a national or state holiday, refuse shall be picked up either the day before or the day following the holiday. At no time will the contractor allow trash to accumulate until the next regularly scheduled pick up day.
- 3.8. **Refuse Composition:** The 12, 20, 25, and 30 cubic yard containers generally will be used to dispose of mixed debris which may contain items picked up off highways. This debris may be comprised of the following: concrete, sand, dirt, gravel, bituminous, metal, appliances, mattresses, wood, paper, cloth goods, and any other highway debris not specified herein. The 2, 4, 6 and 8 cubic yard containers will be generally used for trash and refuse. Totes and other containers provided for recycling shall match the size and number of the trash containers. The recycling containers may be larger in size than the trash containers. Containers for collection of leaf, yard debris, clean wood, and architectural waste shall be made available from the Contractor upon request.
- 3.9. **Refuse Disposal:** All refuse collected and disposed of under this contract shall be accomplished in strict accordance with current applicable county, state and federal air and water pollution control and refuse disposal regulations. If landfill banned material is observed in the trash, or refuse the Vendor shall notify BGS within one week of the observance. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the refuse.
- 3.10. **Food Scrap Disposal:** It is the State of Vermont's intention to discard all food scraps separately from trash, refuse, and recyclables. All food scrap containers must be emptied by a designated food scrap collection truck and delivered to a certified composting or anaerobic digestion facility. All recycling containers must be clearly marked for food scraps and indicated as such in words as well as with the appropriate Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in dumpsters within one week of observed contamination, the Vendor must work to resolve the issue with using agency or agencies served at that location. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the refuse. If Vendor observes contamination on three separate occasions the Vendor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.
- 3.11. **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. For ease of collecting these materials, it is a preference to collect these baseline recyclable materials in one container (single stream recycling). All recycling containers shall be emptied by a designated recycling truck and delivered to a certified recycling facility. All recycling containers shall be clearly marked for recycling and indicated as such in words as well as with the Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in dumpsters within

one week of observed contamination, the Vendor shall work to resolve the issue with using agency or agencies served at that location. The Vendor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the refuse. If Vendor observes contamination on three separate occasions, the Vendor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.

**3.12. Listed Recyclables (July 1, 2015) 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

3.12.1. The State of Vermont as part of the outcome expectation is to model effective environmental stewardship.

**3.13. Prices:** Prices on Attachment are per pickup. Prices quoted are net price for the service required including tip fees. No additional charges will be allowed. Prices submitted shall include all tip fees in effect on the beginning date of this contract, disposal fees and hauling charges.

**3.14. Compactors:** 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.

**3.15. Price Adjustment:** Prices will remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, the contractor may request 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 will be limited to once in any twelve month period thereafter. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases to be offered immediately as they become available. Vendor must notify the Office of Purchasing and Contracting of any decreases in pricing.

**3.16. Delivery:** The Contractor shall furnish and deliver the required containers to agency locations as specified in the agency purchase order. If required by the agency, Contractor shall notify agency of delivery as specified on the purchase order.

- 3.17. **Examination of Site:** The Contractor shall conduct site inspections prior to delivering a container to agency location. The ultimate placement of the containers shall be designated by the agency and no extra charge will be assessed. Contractor will work with the agency to right size the container for the need.
  - 3.18. **Monthly Reporting:** Reporting on a per ton basis must be provided per month to BGS 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.
4. **OUTCOMES:** The expected outcome is to enter into a contractual relationship with a strategic long-term business partner who will provide all services incidental to rubbish removal and recycling services that will ensure the highest degree of sanitation and recycling as well as maintaining the safety of personnel, staff and property. Minimum outcomes include the following:
    - 4.1. Achieve ecological benefits from single stream recycling.
    - 4.2. Improve upon quantities of material currently being recycled.
    - 4.3. Develop other waste diversion and cost reduction initiatives.
    - 4.4. Maintain or reduce existing trash service levels during program transition.
5. **LANDFILL BANNED MATERIALS:** The State of Vermont is committed to a safe and healthy environment. The appropriate management of landfill banned materials protects human health and the environment. Vendor will immediately notify service location and BGS of landfill banned items and request removal before hauling. If something hazardous, BGS will work with a solid waste district or a hazardous waste contractor to ensure proper disposal of material. If something that hauler can assist with recycling (recyclables, scrap metal) then hauler will work with BGS to address issue. Three observances of landfilled banned material in incorrect collection containers per service location then Vendor can reject the entire load and bill accordingly. Link to landfill banned items <http://www.anr.state.vt.us/dec/wastediv/documents/LandfillBanPoster.pdf>. Mandated recyclables to be added July 1, 2015 and food scraps July 1, 2020.

State of Vermont  
Office of Purchasing and Contracting  
Waste Hauling and Recycling  
Payment Terms  
Attachment B  
Page 1 of 3

October 1, 2015

The State shall pay the Contractor an amount not to exceed \$150,000.00, as follows:

1. Pricing and Service Locations are identified on page 2 of 2 of Attachment B
2. **PRICE ADJUSTMENT:** Prices will remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, the contractor may request 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 will be limited to once in any twelve month period thereafter. All increases are subject to annual review. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases to be offered immediately as they become available. Vendor must notify the Office of Purchasing and Contracting of any decreases in pricing.
3. **EQUIPMENT:** If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
4. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. All invoices are to be Net 30.
5. The VISA Purchasing Card may be used as a form of payment under this contract.

CASELLA  
Services Contract # 29875  
Attachment B - Payment Provisions

State of Vermont - Office of Purchasing and Contracting  
Waste Hauling and Recycling Services  
Contract dates: October 1, 2015 - September 30, 2017

CANS							
City	Location	QTY	Can Size	SERVICE LEVEL Frequency	SERVICE CATEGORY		
					MSW / TRASH	OCC / RECYCLE	FOOD SCRAPS
Addison	Chimney Point Historic Site	1	96 GAL	1xper month	\$ 27.50	\$ 13.50	-
Addison	Dead Creek Wildlife Mgt. WMA 966 RT-17 West	1	2 YARD	EOW	\$ 50.43	-	-
Alburg	Information Center, 70 RT-2, No. Main St.	1	3 YARD	EOW	\$ 31.14	-	-
Alburg	Information Center, 70 RT-2, No. Main St.	1	3 YARD	EOW	-	\$ 16.73	-
Bennington	Bennington Welcome Center	1	4 YARD	1XW	\$ 20.00	-	-
Bennington	Bennington Welcome Center	1	4 YARD	EOW	-	\$ 20.00	-
Bennington	State Office and Courthouse	1	8 YARD	2XW	\$ 42.00	-	-
Bennington	State Office and Courthouse	1	4 YARD	1XW	-	\$ 20.00	-
Bethel/Royalton	State Police	1	6 YARD	1xW	\$ 66.00	-	-
Bethel/Royalton	State Police	3	96 GAL	1xW	-	\$ 44.00	-
Bradford	State Police, 1594 Waits River Rd	1	3 YARD	EOW	\$ 44.00	-	-
Bradford	I-91 North Information Center	1	6 YARD	1xW	\$ 75.00	-	-
Bradford	I-91 North Information Center	1	6 YARD	EOW	-	\$ 40.00	-
Bradford	57 Fairground Road	1	8 YARD	1xW	\$ 62.00	-	-
Bradford	57 Fairground Road, zero sort	2	96 GAL	1xW	-	\$ 25.00	-
Cambridge	8409 VT. RT. 15	1	64 GAL	EOW	\$ 25.00	-	-
Cambridge	8409 VT. RT. 15	1	64 GAL	EOW	-	\$ 15.00	-
Chester	165 Elm St.	1	4 YARD	2xM	\$ 43.65	-	-
Chester	165 Elm St.	1	3 YARD	1xM	-	\$ 40.00	-
Castleton	Kehoe Conserv Camp, 636 Point of Pines Road	1	6 YARD	1xW	\$ 91.58	-	-
Castleton	Kehoe Conserv Camp, 636 Point of Pines Road	1	8 YARD	EOW	-	\$ 44.80	-
Colchester	Camp Johnson * frequency subject to change	1	6 YARD	EOW	-	\$ 17.51	-
Colchester	State Police, 394 Hegeman Ave. Ft Ethan Allen	1	3 YARD	1xW	\$ 27.29	\$ 16.35	-
Enosburg	275 Elm ST. VT. 105	1	64 GAL	EOW	\$ 19.42	-	-
Enosburg	275 Elm ST. VT. 105	1	64 GAL	EOW	-	\$ 4.70	-
Enosburg	Enosburg Falls, 134 Pearl Street	1	2 YARD	EOW	\$ 22.90	-	-
Enosburg	Enosburg Falls, 134 Pearl Street	1	2 YARD	EOW	-	\$ 15.96	-
Grand Isle	14 Bell Hill Road	1	8 YARD	EOW	\$ 67.52	-	-
Hartford	I-91 South Information Center	1	8 YARD	1xW	\$ 74.00	\$ 60.00	-
Highgate	444 Airport RD.	1	64 GAL	EOW	\$ 19.42	-	-
Highgate	444 Airport RD.	1	64 GAL	EOW	-	\$ 4.70	-
Jericho	Camp Ethan Allen Training Site (CEATS)	3	6 YARD	* 1xM	-	\$ 17.51	-
Jericho	Camp Ethan Allen Training Site (CEATS)	1	6 YARD	EOW	-	\$ 17.51	-
Londonderry	Londonderry Garage, 158 Derry Woods Rd.	1	4 YARD	1xM	-	-	-
Middlebury	Middlebury Courthouse	1	2 YARD	1xW	\$ 28.35	-	-
Middlebury	Middlebury Courthouse	2	96 GAL	EOW	-	\$ 20.25	-
Middlebury	Middlebury Garage, 341 Creek Road	1	6 YARD	as needed	\$ 135.00	-	-
Montpelier	5 Green Mountain Drive	3	8 YARD	3xW	-	\$ 26.00	-
Morrisville	643 Brooklyn St.	1	64 GAL	EOW	\$ 25.00	-	-
Morrisville	643 Brooklyn St.	1	64 GAL	EOW	-	\$ 15.00	-
Newbury	1992 US Route 302	1	2 YARD	1xW	\$ 40.00	-	-
New Haven	State Police, 2490 Ethan Allen Highway	1	64 GAL	1xW	-	\$ 11.50	-
New Haven	State Police, 2490 Ethan Allen Highway	1	2 YARD	1XW	\$ 28.35	-	-
New Haven	New Haven Garage, 480 Main Street (VT 17)	1	6 YARD	as needed	\$ 135.00	-	-
Newport	Emory Hubbard State Office Building, 81 Main St.	3	2 YARD	2xW	\$ 19.00	-	-
Newport	Emory Hubbard State Office Building, 81 Main St.	3	1 YARD	1xW	-	\$ 30.00	-
Newport	Newport Armory, 540 Union Street	1	4 YARD	1xW	\$ 32.00	-	-
Newport	Newport Armory, 540 Union Street	1	4 YARD	1xM	-	\$ 62.00	-
Newport	N. State Correctional Facility (Print/Sign Shop), 2559 Glen Road	1	8 YARD	1xW	-	\$ 217.60	-
Newport	N. State Correctional Facility (Furniture Shop), 2559 Glen Road	1	8 YARD	2XW	\$ 110.00	-	-
Newport	N. State Correctional Facility / kitchen	2	10 YARD	3xW	\$ 117.00	-	-
Newport	N. State Correctional Facility / kitchen	2	6 YARD	1xW	-	\$ 165.00	-
Newport	N. State Correctional Facility / out front	2	2 YARD	3xW	\$ 22.00	-	-
Newport	N. State Correctional Facility / out front office	1	2 YARD	2xW	\$ 22.00	-	-
Newport	N. State Correctional Facility / out front office	1	2 YARD	1xW	-	\$ 54.50	-
Newport	N. State Correctional Facility / maintenance shop	1	4 YARD	1xW	\$ 45.00	-	-
North Hyde Park	6115 VT RT-100, Field Maintenance Shop	2	2 YARD	1xW	\$ 40.00	-	-
North Hyde Park	6115 VT RT-100, Field Maintenance Shop	2	2 YARD	1xW	-	\$ 20.00	-
North Hyde Park	6115 VT RT-100, Field Maintenance Shop	2	2 YARD	2xM	-	\$ 20.00	-
Orwell	Mt. Independence Historic Site / SEASONAL	1	64 GAL	1xW	\$ 11.50	\$ 11.50	-
Orwell	Mt. Independence Historic Site / SEASONAL	1	64 GAL	EOW	\$ 11.50	\$ 11.50	-
Randolph	Training Site, VTC, 178 Water Street	1	3 YARD	oncall	\$ 64.50	-	-
Royalton	1953 VT Route 107	2	2 YARD	2xM	\$ 34.00	\$ 30.00	-
Rutland	Dept. of Safety, 56 Howe St.	1	2 YARD	1xM	\$ 47.00	-	-
Rutland	Motor Vehicles & State Police COMBINED now	1	4 YARD	1XW	\$ 23.33	-	-
Rutland	Motor Vehicles & State Police COMBINED now	1	4 YARD	End of Wk	-	\$ 22.63	-
Rutland	Marbel Valley Regional Correctional Facility	1	10 YARD	2xW	\$ 72.17	-	-
Rutland	Marbel Valley Regional Correctional Facility	1	8 YARD	2xW	-	\$ 17.33	-
Salisbury	Fish Culture Station, 646 Lake Dunmore Rd	1	3 YARD	1xW	\$ 54.00	-	-
Sharon	I-89 North Rest Area	1	8 YARD	1xW	\$ 98.08	-	-
Sharon	I-89 North Rest Area	1	8 YARD	1xW	-	\$ 75.00	-
So. Burlington	4 Market Street, DMV	1	6 YARD	1xW	\$ 40.47	-	-
So. Burlington	4 Market Street, DMV	4	64 GAL	1xW	-	\$ 4.70	-
So. Burlington	AASF/Readiness Center, 141 Shamrock Rd	1	8 YARD	EOW	-	\$ 21.04	-
So. Burlington	AASF/Readiness Center, Lower Level of Complex, 141 Shamrock Rd	1	4 YARD	EOW	-	\$ 16.73	-
So. Burlington	VTANG/30 Falcon Street "Single Stream Recycling"	6	8 YARD	1xW	-	\$ 21.04	-
Springfield	Southern State Correctional Facility	4	10 YARD	1XW	\$ 110.00	-	-
Springfield	Southern State Correctional Facility	2	10 YARD	1XW	-	\$ 105.00	-
Springfield	Southern State Correctional Facility	1	8 YARD	1XW	\$ 95.00	-	-
Springfield	Southern State Correctional Facility	5	48 GAL	1xW	-	-	\$ 26.00

City	Location	QTY	Can Size	SERVICE LEVEL Frequency	SERVICE CATEGORY		
					MSW / TRASH	OCC / RECYCLE	FOOD SCRAPS
Springfield	Southern State Correctional Facility / Additional weekly pickup						\$ 90.00
Springfield	Office Building, 100 Mineral St.	1	8 YARD	1xW	\$ 74.00	-	-
Springfield	Office Building, 100 Mineral St.	1	4 YARD	EOW	-	\$ 44.00	-
Springfield	Office Building, 100 Mineral St.	7	shredding tolers	1xW	-	\$ 72.75	-
Springfield	Office Building, 100 Mineral St. (White Paper)	13	96 GAL	1xW	-	\$ 3.38	-
St. Albans	Northwest Correctional Facility	1	4 YARD	3xW	\$ 31.14	-	-
St. Albans	Northwest Correctional Facility	3	6 YARD	3xW	\$ 40.47	-	-
St. Albans	Northwest Correctional Facility / Rear of VCI Bldg	1	2 YARD	2XW	-	\$ 15.96	-
St. Albans	Northwest Correctional Facility	1	8 YARD	2XW	-	\$ 21.04	-
St. Albans	Northwest Correctional Facility	10	64 GAL	1xW	-	-	\$ 15.00
St. Albans	St. Albans Armory, 18 Fairfield Street	1	3 YARD	1xW	\$ 27.29	-	-
St. Albans	St. Albans Armory, 18 Fairfield Street	1	3 YARD	EOW	-	\$ 16.35	-
St. Albans	State Police, 140 Fisher Pond Rd	1	6 YARD	1xW	\$ 40.47	-	-
St. Albans	State Police, 140 Fisher Pond Rd	3	64 GAL	1xW	-	\$ 4.70	-
Thetford	133 Route 113	1	12 YARD	as needed	\$ 120.00	\$ 115.00	-
Tunbridge	754 VT Route-100	1	10 YARD		\$ 261.00	-	-
Tunbridge	754 VT Route-100	1	4 YARD	On Call	\$ 100.00	-	-
Vergennes	Vergennes Armory, 37 Monkton Rd	1	2 YARD	1xW	\$ 36.15	-	-
Vergennes	Vergennes Armory, 37 Monkton Rd	1	64 GAL	EOW	-	-	\$ 15.00
Vergennes	Vergennes Armory, 37 Monkton Rd	1	2 YARD	EOW	-	\$ 21.00	-
Waterbury	Surplus Property, 434 Route 2	1	2 YARD	EOW	\$ 24.48	-	-
Waterford	I-93 North Waterford Information Center	1	6 YARD	1xW	\$ 43.00	-	-
Waterford	I-93 North Waterford Information Center	1	6 YARD	EOW	-	\$ 40.00	-
White River	221 Beswick Drive	1	12 YARD	as needed	\$ 120.00	\$ 115.00	-
White River	226 Beswick Drive	1	4 YARD	1xM	-	\$ 45.00	-
White River Jct.	District Courthouse, Railroad Row	1	4 YARD	1xW	\$ 47.00	-	-
White River Jct.	District Courthouse, Railroad Row	4	96 GAL	1xW	-	\$ 25.00	-
Williamstown	3976 VT RT.64	1	4 YARD	EOW	\$ 60.00	-	-
Williston	I-89 North Information Center	2	4 YARD	1xW	\$ 31.14	-	-
Williston	I-89 North Information Center	1	6 YARD	1xW	-	\$ 19.00	-
Williston	I-89 South Information Center	2	4 YARD	1xW	\$ 31.14	-	-
Williston	I-89 South Information Center	1	6 YARD	1xW	-	\$ 19.00	-
Windsor	Southeast Regional Correctional Facility	1	6 YARD	1xW	\$ 75.00	-	-
Windsor	Southeast Regional Correctional Facility	2	10 YARD	1xW	-	\$ 125.00	-
Windsor	Southeast Regional Correctional Facility	7	48 GAL	1xW	-	-	\$ 26.00
Windsor	Southeast Regional Correctional Facility / Additional weekly pickup						\$ 90.00
Windsor	1640 US Route 5 N, Reading, VT 05062	1	10 YARD	On Call	\$ 185.00	-	-
Windsor	1640 US Route 5 N, Reading, VT 05062	1	2 YARD	On Call	-	\$ 56.50	-
Woodbury	Buck Lake Consv Camp, 1051 Buck Lake Road	1	4 YARD	1xW Seasonal	\$ 35.00	-	-
Woodbury	Buck Lake Consv Camp, 1051 Buck Lake Road	1	6 YARD	1xW Seasonal	-	\$ 55.50	-
Woodstock	Woodstock Garage, 3396 West Woodstock Road	1	4 YARD	On Call	\$ 87.50	-	-
Woodstock	Woodstock Garage, 3396 West Woodstock Road	1	6 YARD	On Call	\$ 111.00	-	-

**FOOD SCRAPS**

ADDISON	\$ 15.00	Service only for 64-Gallon Totes
ENOSBURG	\$ 15.00	Service only for 64-Gallon Totes
JERICHO	\$ 15.00	Service only for 64-Gallon Totes
MIDDLEBURY	\$ 15.00	Service only for 64-Gallon Totes
NEW HAVEN	\$ 15.00	Service only for 64-Gallon Totes
ORWELL	\$ 15.00	Service only for 64-Gallon Totes
SAINT ALBANS CITY	\$ 15.00	Service only for 64-Gallon Totes
SAINT ALBANS TOWN	\$ 15.00	Service only for 64-Gallon Totes
VERGENNES	\$ 15.00	Service only for 64-Gallon Totes

**SPECIAL WASTE / WOOD ASH**

Location	Haul Price	Disposal per Ton
St. Johnsbury Northeast Correctional Facility 1270 US Route-5 Note: State-owned Can	\$425.00	\$85.00

**ROLL-OFFS**

City	Location	Haul Charge		Disposal Rate		Recyclables
		MSW	C&D	MSW	C&D	
Alburg	Information Center	\$ 228.00	\$ 228.00	\$ 110.00	\$ 110.00	\$228/haul, \$25.20/disposal
Barre	Court House, 155 North Main St	\$ 165.00	\$ 120.00	\$ 165.00	\$ 120.00	\$120/haul, \$50/disposal
Barre	McFarland Building, 5 Perry St.	\$ 165.00	\$ 120.00	\$ 165.00	\$ 120.00	\$120/haul, \$60/disposal
Middlebury	Middlebury Courthouse	\$ 150.00	\$ 150.00	\$ 131.25	\$ 131.25	\$150/haul, \$50/disposal
New Haven	State Police, 2490 Ethan Allen Highway	\$ 195.00	\$ 195.00	\$ 131.25	\$ 131.25	\$195/haul, \$50/disposal
Orwell	Mt. Independence Historic Site	\$ 350.00	\$ 350.00	\$ 131.25	\$ 131.25	\$350/haul, \$50/disposal
Sharon	I-89 North Rest Area	\$ 275.00	\$ 275.00	\$ 115.00	\$ 130.00	\$275/haul, \$59/disposal
St. Albans	Parole & Unemployment, 20 Houghton St	\$ 187.00	\$ 187.00	\$ 110.00	\$ 110.00	\$187/haul, \$25.20/disposal
St. Albans	Franklin County Courthouse, 36 Lake St	\$ 187.00	\$ 187.00	\$ 110.00	\$ 110.00	\$187/haul, \$25.20/disposal
St. Albans	State Police, 140 Fisher Pond Road	\$ 187.00	\$ 187.00	\$ 110.00	\$ 110.00	\$187/haul, \$25.20/disposal
White River Jct.	District Courthouse, Railroad Row	\$ 180.00	\$ 180.00	\$ 110.00	\$ 125.00	\$180/haul, \$59/disposal
White River Jct.	221 Beswick Drive, 20-YARD Closed Container	\$ 120.00	-	\$ 105.00	-	-
White River Jct.	221 Beswick Drive, 10-YARD, Single Stream	-	\$ 107.00	-	-	-
Williston	I-89 North Information Center	\$ 158.00	\$ 158.00	\$ 110.00	\$ 110.00	\$158/haul, \$25.20/disposal
Williston	I-89 South Information Center	\$ 158.00	\$ 158.00	\$ 110.00	\$ 110.00	\$158/haul, \$25.20/disposal
Williston	State Police	\$ 158.00	\$ 158.00	\$ 110.00	\$ 110.00	\$158/haul, \$25.20/disposal
Windsor	Southeast Regional Correctional Facility	\$ 195.00	\$ 195.00	\$ 115.00	\$ 115.00	\$195/haul, \$59/disposal

CASELLA CONTRACT # 29875

City	Location	QTY	Can Size	SERVICE LEVEL	SERVICE CATEGORY		
				Frequency	MSW / TRASH	OCC / RECYCLE	FOOD SCRAPS
<b>COMPACTORS</b>							
LOCATION	HAUL	PRICE / TON	MONTHLY RENTAL				
Orange County	\$200.00	\$ 120.00	\$ 450.00				
Windsor County / H	\$325.00	\$ 115.00	\$ 725.00				
Windsor County / C	\$325.00	\$ 115.00	\$ 725.00				
Windsor County / V	\$325.00	\$ 115.00	\$ 725.00				
Caledonia County	\$165.00	\$ 120.00	\$ 450.00				
Chittenden County	\$200.00	\$ 120.00	\$ 450.00				
Franklin County	\$250.00	\$ 120.00	\$ 450.00				
Grand Isle County	\$285.00	\$ 120.00	\$ 450.00				
Lamoille County	\$185.00	\$ 120.00	\$ 450.00				
Orleans County	\$250.00	\$ 120.00	\$ 450.00				
Washington County	\$165.00	\$ 120.00	\$ 450.00				

**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)

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 1 of 3
<b>Contract Dates</b> 10/01/2015 to 09/30/2017	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH, FOOD SCRAPS & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	350,000.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

**STANDARD CONTRACT FOR SERVICES**

- Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting, (hereafter called "State"), and Casella Waste Systems with its principal place of business in Rutland, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a LLC. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter. The subject matter of this contract is services generally on the subject of Waste Hauling and Recycling Services. Detailed services to be provided by the contractor are described in Attachment A.
- Maximum Amount. In consideration of the 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 \$150,000.00.
- Contract Term. The period of contractor's performance shall begin on October 1, 2015 and end on September 30, 2017 with an option to renew for two (2) additional one year renewal periods under mutual agreement of both parties.
- Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
- Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- Attachments. This contract consists of 14 pages including the following attachments which are incorporated herein:
  - Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015)
- Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
  - Standard Contract
  - Attachment C (Standard Contract Provisions for Contracts and Grants)
  - Attachment A
  - Attachment B

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

# CONTRACT



**Vendor ID 0000299699**  
**Casella Major Account Services, LLC**  
**PO Box 1383**  
**Williston VT 05495-1383**  
**United States**

<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 2 of 3
<b>Contract Dates</b> 10/01/2015 to 09/30/2017	<b>Origin</b> CPS
<b>Description:</b> Trash, Food Scraps & Recycling	<b>Contract Maximum</b> \$350,000.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACTOR: CASELLA

CONTRACT #: 29875

CONTRACT AMENDMENT #: 1

SUBJECT: TRASH & RECYCLING

Contract #29875, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Casella is amended as follows:

1. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$150,000.00 to \$350,000.00. An increase amount of \$200,000.00.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

4. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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>.

8. 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Contract # 29875 in its entirety and agrees to be bound by the provisions enumerated therein.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

# CONTRACT



**Vendor ID 0000299699**  
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<b>Contract ID</b> 0000000000000000000029875	<b>Page</b> 3 of 3
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**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_