

CONTRACT



Vendor ID 0000008897
Cargill Inc
24950 Country Club Blvd Ste 450
N Olmstead OH 44070
USA

Contract ID 00000000000000000000000036890		Page 1 of 2
Contract Dates 08/27/2018 to 07/31/2019		Origin CP
Description: CP-ROAD SALT		Contract Maximum \$7,000,000.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 916-786-3800

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		AOT DISTRICT # 5 FOR BULK, DE-ICING PAVEMENT ,AND OTHER WINTER MAINTENANCE ACTIVITIES.	TON	78.79000	0.00	0.00
2		AOT DISTRICT # 7 FOR BULK, DE-ICING PAVEMENT, AND OTHER WINTER MAINTENANCE ACTIVITIES.	TON	80.33000	0.00	0.00
3		AOT DISTRICT # 8 FOR BULK, DE-ICING PAVEMENT, AND OTHER WINTER MAINTENANCE ACTIVITIES.	TON	82.77000	0.00	0.00
4		AOT DISTRICT # 9 FOR BULK, DE-ICING PAVEMENT, AND OTHER WINTER MAINTENANCE ACTIVITIES.	TON	86.48000	0.00	0.00

***** SEE ATTACHED LIST OF AOT DISTRICT STORAGE SHEDS

CONTRACT TERMS AND ADDITIONAL INFORMATION

SALES POINT OF CONTACT INFORMATION

Jean Davis
 800-600-7258
 jean_davis@cargill.com

- Parties.** This is a contract for Commodities between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Cargill, Inc., with a principal place of business in N. Olmstead, OH, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is commodities generally on the subject of Road Salt. Detailed requirements to be provided by Contractor are described in Attachment A.
- Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$7,000,000.00.
- Contract Term.** The period of contractor's performance shall begin on August 27, 2018 and end on July 31, 2019, with Three (3) 12-month renewal options.
- Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
- Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
- Attachments.** This contract consists of 15 pages including the following attachments which are incorporated herein:
 Attachment A - Statement of Work
 Attachment B - Payment Provisions
 Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date

State of Vermont

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

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12/15/2017)
Attachment D - Listing of AOT District Storage Sheds

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

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

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: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1 through 4 as identified on Page 1 of the Standard Contract Form.
2. Sodium chloride shall comply with all State of Vermont specifications. The Vermont Agency of Transportation (VTrans) requires that Contractors provide test data annually and upon request; certifying material meets all contract specifications.

CHEMICAL COMPOSITION: Any one or combination of the 3 following chlorides: (NaCl, CaCl₂, and MgCl₂) as NaCl based on dry weight and shall conform to a chemical composition of a minimum of 95%.

UNIT OF MEASUREMENT: TON. The term ton shall mean the "short ton", an avoirdupois unit equal to 2000 pounds.

GRADATION: Salt shall conform to the following particle size distribution specifications as determined by laboratory sieves and AASHTO T27:

Passing a 1/2"	sieve	100%
Passing a 3/8"	sieve	95% - 100%
Passing a No.4	sieve	20% - 90%
Passing a No. 8	sieve	10% - 60%
Passing a No. 30	sieve	0% - 15%

MOISTURE REQUIREMENT: Moisture content shall not exceed 1% at point of delivery. Laboratory testing for moisture will be done in accordance with AASHTO T255. Material exceeding 1% moisture content may be rejected and returned to the contractor at the expense of the contractor. VTrans reserves the right to reject all deliveries for the day or accept delivery and exercise the penalty clause.

ANTI-CAKE: Salt shall be loose, free flowing and should not clump or cake. In order to retard caking while in storage, all bulk salt shall be uniformly treated with an approved anti-caking conditioner prior to delivery at no additional cost to the State of Vermont.

The residual amount of anti-cake conditioner should not be less than 50 parts per million. VTrans will be testing the quantity of Anti-cake in accordance with VAOT MRD 56 procedure.

SAMPLING AND TESTING: VTrans reserves the right to visit and take samples from stockpile(s), transfer points or from shipments for gradation and moisture, storage conditions, etc. at any time during the term of the contract. If the stockpile or stockpile site does not meet the specifications set forth in this document, the VTrans reserves the right to reject the award of the contract. Truckloads of salt that at the time of delivery appear to not meet the specification according to the District's District Transportation Administrator (DTA) or designee will be tested and future loads that appear to not meet the moisture, gradation or other specification as set forth in this document may be rejected at the discretion of the District's DTA or designee. The right is also reserved to consider truckloads of salt delivered by the contractor to any one shed in the District (one of eight

regional maintenance Districts) on a single day to be a single delivery. It is expected that deliveries will progress in a continuous manner for each order to one shed unless otherwise agreed to by the District's DTA or designee. Penalties imposed because of deviation from specifications shall be imposed on the applicable percentage of the total day's delivery. For example: if 3 samples are taken for a delivery of 400 tons and 1 of the 3 samples has a failing moisture content, 1/3 of the total delivery will have the penalty imposed or 133.33 tons. The District's DTA or designee may request additional tests for an order of salt. A laboratory shall perform testing according to VTran's detailed specification. VTrans Material and Research Lab in Berlin, VT, Regional VTrans Labs, or other approved laboratories may be used for testing. VTrans will sample and test sodium chloride with only qualified personnel.

REPORTING. Laboratory Test results on material failures (gradation and moisture content) will be sent to contractors within 30 days of testing.

STORAGE/DELIVERY: Salt shall meet Vermont specifications for moisture content, gradation, and be free of extraneous materials at the time of delivery. VTrans will not accept salt containing gravel, loose dirt or other materials that are not included in the specification.

It is the intent of the state as purchaser to provide inside storage facilities for all road salt to ensure a minimizing of increased moisture content. The Contractor shall be responsible for ensuring a similar concern over moisture absorption at the storage area, and during transportation to the point of delivery. The State of Vermont would prefer that delivered salt be provided from storage buildings that provide salt with the maximum protection from moisture, or directly from rail car. All salt supplied to the State of Vermont shall be stored at all times to comply with all federal, state and provincial environmental rules and requirement. Salt delivered to the VTrans that is not from protected storage (building or railcar) shall be stored on a dry moisture-proof paved or other base that is in good condition and completely and securely covered at all times to protect it from moisture.

Salt shall be completely covered by a waterproof tarpaulin or other impervious membrane both during storage and delivery. Any truck attempting to deliver salt that is without an impervious cover or such a cover that does not fully cover and protect salt from moisture or torn or ripped coverings shall result in rejection of the shipment. Delivery truck shall be dry without snow or ice or extraneous debris. Evidence of free-flowing water/brine shall be cause for rejection.

Salt delivered in a lumpy or otherwise visibly unacceptable condition that requires reprocessing in order to make it usable shall be cause for rejection of the entire day's deliveries, with replacement deliveries to be made at no additional charge to VTrans. Emergency conditions that may necessitate the acceptance of the salt delivered and therefore reprocessing of the salt prior to use will result in all costs for reprocessing to be charged to the contractor.

ACCEPTANCE: The salt may be rejected if it fails to conform to any of the requirements of this specification.

PENALTY SCHEDULE:

Moisture: Contractor shall deliver Salt under this Contract that does not exceed one percent (1%) moisture content. The State reserves the right to accept or reject Salt exceeding such moisture content at the point of delivery. The parties acknowledge that Salt exceeding such moisture

content is a product of reduced quality; and in the event such reduced quality product is accepted, the Contractor shall be paid at the following reduced rates:

MOISTURE CONTENT PERCENT (%); PENALTY SCHEDULE:

1- 1.5% moisture content: 2% reduction in Contract price.

Exceeding 1.5% moisture content: 10% reduction in Contract price.

Prices above refer to the prices as calculated monthly for fuel price adjustments.

Gradation: Contractor shall deliver Salt under this Contract that conforms with the gradation specifications identified above. The parties acknowledge that Salt failing to conform with such specifications is a product of reduced quality; and if, after delivery, the gradation of the Salt is found to be out of tolerance, the Contractor shall be paid at the following reduced rates:

GRADATION TOLERANCE; REDUCED QUALITY PRODUCT PENALTY SCHEDULE:

Reduced price per ton = Contract price x (1.00- X). X= the decimal equivalent of the total percentage out of gradation. No reduced price shall be utilized unless the proper analysis and test procedures, as designated by the State, are followed.

The parties further acknowledge that failure by Contractor to deliver Salt complying with the moisture content requirements and/or gradation specifications may result in the State cancelling the Contract. Moreover, the State shall not be deemed to have waived any of its rights or remedies at law or in equity by virtue of the State's acceptance of a reduced quality product and remittance of a reduced quality product payment, in the event the State suffers any damages from its use of such reduced quality product.

WEIGHT: All loads shall be weighed in accordance with 9 VSA (Vermont Statutes Annotated) Chapter 73 and 2744. No split weighing shall be allowed. Contractor shall provide a truck weight slip for each truckload of salt delivered and the slip numbers shall appear on the invoice. All weight tickets shall be mechanically or electronically printed. Hand written weight tickets will not be accepted, and loads with hand-written tickets shall be rejected. Payment shall not be made for that portion of any load exceeding the legal maximum registered gross weight of the delivering vehicle. All such material shall be deposited along with the balance of the load at an appropriate VTTrans facility under the terms of these specifications. Repeated violations can be the subject for disqualification of the contractor, hauler, or both. All delivery vehicles will be required to obtain a tare weight daily prior to delivering any materials to VTTrans. Vehicle manufacturers "Curb Weight" shall not be permissible for tare weights.

REGISTRATIONS/PERMITS: The trucker shall provide copies of any state vehicle registration and/or permits, including IFTA (International Fuel Tax Agreement) and Overweight Permits if applicable, with maximum registered gross weight indicated, to the District's DTA or designee before acceptance of the material. Copies of permits provided after hauling has begun shall not be considered to be in effect for this contract prior to the date that the District's DTA or designee receives the required copy.

NOTE: Contractor shall ensure that all deliveries of salt shall be made in full conformance with existing State, National, or Provincial laws or regulations, in addition to the conditions and specifications set forth in this Contract.

Deliveries which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor, and at the expense of the contractor.

DELIVERY POINT: All truck deliveries are to be made to the doorways of the salt shed. State Personnel will push salt into the shed. Contractor shall coordinate deliveries with Districts to ensure that appropriate resources are available to inspect and receive salt deliveries. Contractor shall make every effort to have deliveries be continuous until quantity ordered has been delivered to accommodate scheduling of personnel and equipment within the District.

Contractor should note that the configuration of some areas might make the use of tractor-trailer delivery unacceptable.

ADVANCE DELIVERY NOTICE. Contractor shall provide 24 hours minimum notice to District's DTA or designees to ensure adequate arrangements at salt shed locations so that the contractor can unload 20-ton loads speedily at the locations.

DEFERRED PAYMENT FOR SPRING FILL-UP: The state of Vermont reserves the right to make payments after July 1 of the contract year for deliveries used to fill storage sheds in the spring months. Date of deferred payment shall be determined by the Agency of Transportation and the Purchasing Agent in late winter.

FUEL PRICE ADJUSTMENT: Base price shall be firm other than decrease or increase monthly (November to June) related to Fuel Cost and is based on the posted price of diesel fuel from the US DOE Weekly Retail On-Highway Price Publication for PADD 1A New England regions at www.eia.gov/petroleum/gasdiesel/. Adjustment is the difference between the price June 18, 2018 (\$3.290) and the price published on the first Monday of each month and effective the following Monday, adjusted price is posted at [HTTP: http://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/contracts/Copy%20of%20Salt%20Pricing%202016-2017%20%281%29.pdf](http://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/contracts/Copy%20of%20Salt%20Pricing%202016-2017%20%281%29.pdf)

PENALTIES: Salt may be rejected if it fails to conform to any of the requirements of the specification deliveries that are accepted that do not conform to requirements for moisture content and/or gradation are subject to penalties stated in the conditions and specifications.

- REPORTING REQUIREMENTS:** Contractors will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below. Each report shall contain the following information: Contract Number; Using Department's Address, Contact Name, and Telephone Number; Product Ordered; Quantity Ordered; Quantity Shipped; and Price Charged, with totals for each product for each reporting period. State reserve the right to request additional information or to modify the reporting periods. Reporting Periods: Quarterly Reports shall be submitted in accordance with the following schedule:

Reporting Period: January 1 to March 31 - Report Due April 15

Reporting Period: April 1, to June 30 - Report Due July 15

Reporting Period: July 1 to September 30 - Report Due October 15

Reporting Period: October 1 to December 31 - Report Due January 15

4. DEFAULT: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts shall be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Pricing shall be at the rates established on Page 1 of the Standard Contract Form. 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, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoices to the State at rates established and identified on Page 1 of the Standard Contract Form.
6. The State of Vermont VISA Purchasing Card may be used as a form of payment

**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)

AOT DISTRICT STORAGE SHEDS

- 2018 -

District #	District Contact (General Manager)	Garage	Shed #	Physical address of shed	Shed Capacity (Tons)	Estimated salt use per year from this shed (Tons)	Cost per Ton at 1% Moisture
5	Daniel Shepard	Chimney Corners	2	400 US RT 7 Colchester, VT 05446	1500	1469	
5	a) 802-655-1580 c) 802-343-1699	Chimney Corners	3	400 US RT 7 Colchester, VT 05446	1500	1469	
5	P.O. Box 168 Essex Jct., VT 05433	Chimney Corners	4	400 US RT 7 Colchester, VT 05446	1500	1469	
5		Fort	1	189 Troy Avenue Colchester, VT 05446	2000	2569	
5		Fort	2	189 Troy Avenue Colchester, VT 05446	2000	2569	
5		New Haven	1	490 Main Street New Haven, VT 05492	1600	1971	
5		New Haven	2	490 Main Street New Haven, VT 05492	1400	1919	
5		Middlebury	1	341 Creek Road Middlebury, VT 05357	1500	1919	
5		Middlebury	2	341 Creek Road Middlebury, VT 05357	1500	1969	
5		Middlesex	1	1170 US RT 2 Middlesex, VT 05602	1250	2369	
5		Middlesex	2	1170 US RT 2 Middlesex, VT 05602	1250	2369	
5		Middlesex	3	1170 US RT 2 Middlesex, VT 05602	1250	2369	
5		Waitsfield	1	6909 Main Street Waitsfield, VT 05673	1000	1570	
DISTRICT 5 PRICING				SUB TOTAL	19250	26000	\$78.79
7	Kevin Gadapee	Bradford	5	57 Fairground rd bradford vt 05033	1020	2900	
7	a) 802-748-6670 c) 802-461-8764	Newbury	6	249 industrial park road newbury vt 05051	1200	2600	
7	1068 US Rte. 5, Suite 2 St. Johnsbury, VT 05819	Saint Johnsbury	1	1098 us route 5 st.johnsbury vt 05819	1250	1550	
7		Saint Johnsbury	7	1098 us route 5 st.johnsbury vt 05819	1900	1550	
7		West Danville	3	1846 route 2 west danville vt 05828	1000	1900	
7		Lunenburg	4	31 Kimball rd lunenburg vt 05906	1000	2000	
7		Lyndon	2	1630 gilman road lyndon vt 05851	1400	1900	
7		Lyndon	8	1630 gilman road lyndon vt 05851	1900	1900	
7		North Montpelier	6072	1876 vermont route 214 north montpelier vt 05666	1250	1700	
7		North Montpelier	6073	1876 vermont route 214 north montpelier vt 05666	1250	1700	
7		Orange	6074	30 reservoir rd orange vt 05649	550	1300	
DISTRICT 7 PRICING				SUB TOTAL	13720	21000	\$80.33
8	Kyle Carpenter	Cambridge	55	8409 RT15 Cambridge 05444	1400	1530	
8	a) 802-524-5926 c) 802-782-0809	Cambridge	1	8409 RT15 Cambridge 05444	1400	1480	
8	680 Lower Newton Rd. St. Albans, VT 05478	Eden	2	756 Belvidere Road Eden 05652	1500	1180	
8		Enosburg	3	275 Elm St. Enosburg 05450	1723	1132	
8		Enosburg	54	275 Elm St. Enosburg 05450	1723	1132	

AOT DISTRICT STORAGE SHEDS

- 2018 -

District #	District Contact (General Manager)	Garage	Shed #	Physical address of shed	Shed Capacity (Tons)	Estimated salt use per year from this shed (Tons)	Cost per Ton at 1% Moisture	
8		Montgomery	5	706 Nort Main ST. Montgomery 05470	900	1730		
8		St. Albans	8	680 Lower newton ST. ST Albans 05478	1713	1481		
8		St. Albans	53	680 Lower newton ST. ST Albans 05478	1713	1481		
8		Georgia	4	380 Ballard Rd. Georgia 05468	900	1431		
8		Highgate	10	444 Airport Road. Highgate 05459	1750	1231		
8		Highgate	11	444 Airport Road. Highgate 05459	1750	1231		
8		North Hero	6	185 Station Road. N. Hero 05474	1500	1731		
8		Morrisville	3	643 Brooklyn Sreet Morrisville 05661	1723	3230		
DISTRICT 8 PRICING					SUB TOTAL	19695		20000
9	Bill Jewell	Barton	11	1067 Glover Rd Barton, VT	2100	1575		
9	o) 802-334-7934 c) 802-745-8428	Bloomfield	10	2902 VT Route 102 Bloomfield, VT	650	425		
9	4611 US Rte. 5 Newport, VT 05855	Canaan	9	143 VT Route 141 Canaan, VT	1100	975		
9		Derby	1	4611 US Route 5 Derby, VT	1900	1675		
9		Irasburg	2	1122 VT Route 14 Irasburg, VT	1000	725		
9		Irasburg	2A	1122 VT Route 14 Irasburg, VT	1000	3575		
9		Island Pond	4	603 Railroad St Isalnd Pond, VT	1500	1975		
9		Westfield	3A	266 Loop Rd Westfield, VT	1500	2075		
DISTRICT 9 PRICING					SUB-TOTAL	10750		13000