

# State of Vermont

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

# CONTRACT



**Vendor ID 0000339016**  
**Black Dirt Farm**  
**393 Stannard Mountain Rd**  
**Greensboro Bend VT 05842**  
**United States**

<b>Contract ID</b> 000000000000000000029893		Page 1 of 2
<b>Contract Dates</b> 10/01/2015 to 09/30/2017		<b>Origin</b> CPS
<b>Description:</b> FOOD SCRAPS & RECYCLING		<b>Contract Maximum</b> \$30,000.00
<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		FOOD SCRAPS & RECYCLABLE COLLECTION SERVICES	EA	0.01000	0.00	30,000.00

### 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 Black Dirt Farm, with its principal place of business in Greensboro Bend, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is 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 food Scrap Removal and Compost 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 \$30,000.00.
- 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 11 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

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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: \_\_\_\_\_

BLACK DIRT  
 Services Contract # 29893  
 Attachment B - Payment Provisions  
 Page 2 of 2

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

City	Location	Quantity Waste	Can Size	Service Level	CHARGE PER PICK-UP		
					MSW / TRASH	OCC / RECYCLE	FOOD SCRAPS
St. Johnsbury	(CCWC), 1270 US Rt 5	6	48 Gal Tote	1XW	-	-	\$ 17.00
St. Johnsbury	Northeast Regional Correction Facility	7	48 Gal Tote	1XW	-	-	\$ 17.00
St. Johnsbury	Sawdust - Order/Pest Control	1	48 Gal Tote	As Required	-	-	\$ 12.00
St. Johnsbury	Tote Contamination Fee	1	48 Gal Tote	Per Incident/Tote	-	-	\$ 20.00
COMPOST TIER PRICING:							
TIER 1: The participant shall pay \$20.00 per tote, for collection of one tote.							
TIER 2: The participant shall pay \$17.00 per tote, for collection of more than one tote.							

**FOOD SCRAPS**

TOWN/CITY	Per Gallon	Per Cubic Yard
SAINT JOHNSBURY	\$ 0.36	N/A

**State of Vermont  
Office of Purchasing and Contracting  
Food Scraps & Compost Recycling  
Scope of Work  
Attachment A**

October 1, 2015

1. Contractor shall provide all labor and equipment necessary to complete food scrap removal and compost recycling services as described in this Contract.
2. Contractor POC Information:
  - Jenn Davis
  - Black Dirt Farm, LLC.
  - 393 Stannard Mountain Road
  - Greensboro Bend, VT. 05842
  - 802-533-7033
3. 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.
4. **Right-Size:** Contractor will work with the agency or department to ensure that the containers used for food scraps and recycling are the right-size containers for that location.
5. **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.
  - 5.1.1. The agency reserves the right to increase or decrease the number, size, and location of recycling 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, quantity, or service frequency.
  - 5.1.2. 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. Contractor will provide the agency a monthly invoice indicating pick-up dates, compliant bin quantity, contaminated bin qty, and all other charges.
6. **Failure to Pickup Penalty:** If the contractor is unable to pick up recycling 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 recycling must be collected by 11:00 a.m. of the day following unless otherwise agreed to by the agency.

7. **Holidays:** When a pickup is scheduled on a national or state holiday, food scraps shall be picked up either the day before or the day following the holiday. At no time will the contractor allow food scraps to accumulate until the next regularly scheduled pick up day.
8. **Food Scrap Disposal:** All food scraps 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 food scrap disposal regulations.
9. **Compost Recycling:** Contractor shall recycle food scraps in accordance with Appendix-A.
10. Contractor shall provide food scrap separation and compost trainings for employees.
11. Contractor shall provide food scrap separation & compost posters and training manuals, when available.
12. Contractor shall provide generators of food scraps and compost material a monthly report on the approximate weight of food scraps collected and composted.
13. Contractor shall provide technical assistance for solving issues as they arise.
14. **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.
  - 14.1. **Price Adjustment:** Request for additional increases will be limited to once in any twelve month period. 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.
15. **Contamination and Tote Rejection:** Totes will be examined by Contractor or its nominee for contaminants listed in Appendix-A prior to being collected and hauled to the compost facility. Tote examination is required to prevent the transportation of trash to the composting facility.
  - 15.1. Totes will be rejected if any of the following are found:
    - 1) More than two (2) items of easily removable trash, or
    - 2) Any amount of trash that is difficult to remove such as butter wrappers, disposable tableware, packaged produce, broken glass, motor oil, or tiny bits of Styrofoam packaging.
  - 15.2. If a tote(s) is/are rejected as a result of contamination the collection driver will leave a rejection notice on the tote. Drivers are not responsible for removing or disposing of trash contamination found in food scraps. The State shall dispose of the contaminated food scraps along with their other trash before the next week's collection. Totes found to be contaminated after tipping will be levied an additional fee of \$20.00 per tote.

15.3. Tote rejection incidents will be followed up, whenever possible, by a phone call from Contractor to the generator of compost materials, to assist the State in identifying ways to improve the system to reduce contamination. If totes are rejected two or more times both parties will work together to address issue, including a re-training of staff.

**State of Vermont  
Office of Purchasing and Contracting  
Food Scraps & Compost Recycling  
Payment Terms  
Attachment B  
Page 1 of 2**

October 1, 2015

The State shall pay the Contractor an amount not to exceed \$30,000.00, as follows:

1. Pricing and Service Locations are identified on page 2 of 2 of Attachment B
2. **PRICE ADJUSTMENT:** Request for additional increases will be limited to once in any twelve month period. 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. **CONTAMINATION CHARGE:** Contractor shall apply a \$20.00 Tote Contamination Fee for totes which passed an initial screening, were tipped, and then found to have been contaminated with significant amounts of trash.
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. Contractor shall submit monthly invoices with the contract number to the point of contact:

Bryan Mitofsky  
NECC Food Service Supervisor II  
Vermont Department of Corrections  
1270 US Route 5 South  
St. Johnsbury, VT 05819

Regional 802-751-1430  
Work Camp 802-751-1473  
[Bryan.Mitofsky@State.VT.US](mailto:Bryan.Mitofsky@State.VT.US)