

State of Vermont

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

CONTRACT



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

Contract ID 0000000000000000000029959		Page 1 of 2
Contract Dates 08/18/2015 to 09/30/2017		Origin CPS
Description: Trash & Recycling		Contract Maximum \$25,000.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #: 802-672-3569

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRASH & RECYCLABLE COLLECTION SERVICE	EA	0.01000	0.00	25,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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 ABLE Waste Management with its principal place of business in Plymouth, 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 \$25,000.00.

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 13 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

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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 this Contract.
2. Contractor POC Information
Arthur Lynds
802-672-3569
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 must 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.
- 3.7. **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. 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 material 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 material 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 material 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 2**

October 1, 2015

The State shall pay the Contractor an amount not to exceed \$25,000.00, as follows:

1. Not-to-exceed pricing and service locations are identified on page two of this Attachment. Not-to-exceed pricing is set on a per pickup basis and includes all costs to provide the required service, including but not limited to costs associated with: site inspection; container location; tip fees; hauling charges; disposal fees; and wiring, hoses and modifications required to operate compactors. No additional charges will be allowed.

2. **PRICE ADJUSTMENT:** Not-to-exceed pricing will remain firm for the first twelve months of the Contract. Once the first twelve months of the Contract has passed, Contractor may request a consideration of price change (increase), which will be subject to review by the Department of Buildings and General Services, Office of Purchasing and Contracting; if the request approved, the price change (increase) will be contingent upon a contract amendment being executed by the parties memorializing such increase. Request for additional increases will be limited to once in any twelve month period thereafter. All increases are subject to annual review and, if approved, further contingent upon contract amendment. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases in prices shall be offered by Contractor immediately as they become available, with written notice to the Office of Purchasing and Contracting.

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:** Contractor invoices shall be on Contractor's standard billhead and forwarded directly to the relevant using agency. All such invoices shall specify the address to which payments will be sent. All invoices shall be Net 30.

5. The VISA Purchasing Card may be used by using agencies as a form of payment under this Contract.

ABLE
 Services Contract # 29959
 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

CANS

City	Location	QTY	Can Size	SERVICE LEVEL	SERVICE CATEGORY	
				Frequency	MSW / TRASH	OCC / RECYCLE
Plymouth	Calvin Coolidge Historic Site	1	6 YARD	1XW	\$ 72.00	\$ 72.00
Plymouth	Calvin Coolidge Historic Site	1	4 YARD	Bi-Weekly in Winter	\$ 48.00	\$ 48.00
Plymouth	Calvin Coolidge Historic Site	1	2 YARD	Bi-Weekly in Winter	\$ 24.00	\$ 24.00