

# State of Vermont

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

# CONTRACT



**Supplier 0000303943**  
**Alva Waste Services LLC**  
**1050 Charlestown Rd**  
**Springfield VT 05156**  
**United States**

|   |  |
|---|--|
| <b>Contract ID</b><br>000000000000000000041627        | <b>Page</b><br>1 of 2                  |
| <b>Contract Dates</b><br>06/01/2021 to 05/31/2023     | <b>Origin</b><br>CP                    |
| <b>Description:</b><br>TRASH & RECYCLING & COMPOSTING | <b>Contract Maximum</b><br>\$60,000.00 |
| <b>Buyer Name</b><br>Linda T Wortman                  | <b>Buyer Phone</b><br>828-4658         |
| <b>Contract Status</b><br>Approved                    |  |

**Phone #:**

| Line # | Item ID | Item Desc                      | UOM | Unit Price | Max Qty | Max Amt   |
|--------|---------|--------------------------------|-----|------------|---------|-----------|
| 1      |         | TRASH & RECYCLING & COMPOSTING | EA  | 0.01000    | 0.00    | 60,000.00 |

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

2. Subject Matter. The subject matter of this contract is services generally on the subject of trash, recycling and composting. Detailed services to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$60,000.00.

4. Contract Term. The period of Contractor's performance shall begin on June 1, 2021 and end on May 31, 2023 with the option to renew for four (4), one (1) year renewal options.

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

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

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 7 pages including the following attachments which are incorporated herein:  
Attachment A - Statement of Work  
Attachment B - Payment Provisions  
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:  
(1) Standard Contract  
(2) Attachment C (Standard State Provisions for Contracts and Grants)  
(3) Attachment A  
(4) Attachment B

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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: Jennifer Fitch - Commissioner

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

Buildings & General Services

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

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

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

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

**ATTACHMENT A – STATEMENT OF WORK**

1. The Contractor shall provide the State with all labor and equipment necessary to complete waste hauling, recycling and composting services.
2. Contractor shall provide to the State top-loaded and front-loaded waste and recycling containers of the types and sizes indicated on Attachment B. Contractor shall ensure that all containers are freshly painted and clearly labeled with the Agency of Natural Resources universal recycling symbols, which shall reflect the intended contents of the containers. Contractor shall ensure food scrap/compost collection containers be cleaned inside and outside and disinfected once every week to the satisfaction of the using agency. Contractor shall deliver containers in sizes needed to accommodate all variations in disposal amounts for each of the three material streams. Contractor shall clearly mark the size of each container on the outside. Contractor shall ensure that: all containers are leak-proof, have a drain plug, and are secure (locking lids and lock shall be provided if requested by the using agency at no additional cost); totes have wheels in working order so that using agency staff can move them in and out of cafeteria spaces; tote washing or liners are provided as requested by the using agency; and sawdust is provided as requested by the using agency. Contractor shall further ensure that: all 2, 4, 6 and 8 cubic yard containers are equipped with a weatherproof cover; and all 12, 20, 25 and 30 cubic yard containers are equipped with weatherproof covers, if requested by the using agency.
  - 2.1. Based on need, the frequency of pickup may be changed at any time during the contract period by the using agency. All containers are priced on a per pickup basis including all tip fees, disposal fees and hauling charges except as noted for the large roll off containers.
  - 2.2. Contractor shall ensure that BEARPROOF containers shall match container requirements in all respects except that they shall be constructed and physically maintained in a manner that successfully prohibits access by bears into the container while maintaining public access to dispose of material or is certified by the Interagency Grizzly Bear Committee (list available at [http://igbconline.org/wp-content/uploads/2016/03/161216\\_Certified\\_Products\\_List.pdf](http://igbconline.org/wp-content/uploads/2016/03/161216_Certified_Products_List.pdf)). Contractor shall provide BEARPROOF containers in locations directed by the using agency.
  - 2.3. To coordinate the delivery of new containers under this Contract and/or the removal of old containers under a previous contract, the Contractor shall provide delivery of new containers at the date and time specified by the using agency in order to ensure an orderly changeover of dumpsters and containers at all locations. The 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.
    - 2.3.1. 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 2, reconditioned and freshly painted inside and out or may require replacement at the discretion of the agency.
  - 2.4. As the individual rubbish, food scraps, and recycling removal contracts/locations throughout the State of Vermont expire, the Contractor(s) awarded the contract will receive a purchase order from the using agency for their corresponding locations and requirements.
  - 2.5. Right-Size: Contractor shall ensure that the containers used for waste removal, recycling and food scraps are the right-size containers for that location.
  - 2.6. Damaged Containers: Whenever a container is damaged, Contractor shall replace the damaged container as soon as possible, but in no event later than one week following notification by the using agency. All costs associated with replacement or repair of the equipment furnished by the contractor shall be the responsibility of the contractor or the person/company that damaged the container.

- 2.7. Pickups: The frequency of pickups shall be indicated on the agency purchase orders. Purchase orders may be issued for service to be provided “on call” or “as needed” based on agency requirements.
- 2.7.1. The using agency reserves the right to increase or decrease the number, size, and location of waste and recycling containers, in addition to the frequency of pickups, as the need arises. The using agency shall provide ten days’ notice for any change in container size or service frequency.
- 2.7.2. Contractor shall ensure that all pickups are made on the date and times as directed by the using agency and that servicing of the location is made known 24 hours in advance to the using agency representative at each location.
- 2.7.3. Contractor shall replace any container if the using agency determines that the container has become unsafe.
- 2.7.4. Military: Accessible for pickup at their sites between 6:30AM to 4:00PM.
- 2.8. Failure to Pickup: If Contractor is unable to pick up waste or recycling on the regularly scheduled day, it shall notify the using agency in writing and schedule an alternative time for pick up no later than 11:00 a.m. the following day. Failure to provide such notification will result in a deduction from the monthly charge equal to one-fourth the monthly charge. No deductions will be made without first notifying Contractor and providing a reasonable time to reply.
- 2.8.1. Holidays: When a pickup is scheduled on a national or State of Vermont holiday, Contractor shall pick up waste and recycling either the day before or the day following the holiday. At no time will Contractor allow waste or recycling to accumulate until the next regularly scheduled pick up day.
- 2.9. Waste and Recycling: Upon using agency request, Contractor shall provide containers for collection of leaf, yard debris, clean wood, and architectural waste.
- 2.10. Waste Disposal: Contractor shall collect and dispose of all waste under this contract in strict accordance with current applicable county, State and federal regulations, including those regarding air and water pollution control and refuse disposal. If landfill-banned material is observed in the collected waste, the Contractor shall notify BGS within one week of the observance. Contractor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in the collected waste.
- 2.11. Food Scrap Collection: It is the State of Vermont’s intention to manage all food scraps separately from trash, refuse, and recyclables. All food scrap containers must be emptied on a consistent schedule by a designated food scrap collection truck and delivered to a certified composting or anaerobic digestion facility. All food scrap collection containers must be clearly marked for food scraps and indicated as such in words as well as with the appropriate Agency of Natural Resources universal recycling symbol. Vendors shall notify the using Agency and BGS of contamination in containers or 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. Compost containers are to be cleaned each week. During freezing weather the compost containers are to be replaced with a new container each week so that compost can be thawed out and cleaned by the composting company.
- 2.12. Recycling: Effective July 1, 2015, it is the law in the State of Vermont to recycle cardboard, mixed paper, glass, plastic (bottles) and aluminum (foil, and cans), etc. Contractor shall empty all recycling containers into a designated recycling truck and deliver those materials to a certified recycling facility. Contractor shall notify the using agency and BGS of contamination in any recycling container within one week of observed contamination. Contractor shall resolve the issue with using agency or agencies served at that location. Contractor shall indicate the materials found, the container it was found in, the location of the container, and the date the materials was observed in

the container. If Contractor observes contamination on three separate occasions, over a 90 day period of time, Contractor may charge a fee not to exceed \$20.00 for removal of contaminated material, or no more than the cost to tip the landfill banned materials at their appropriate facility plus a \$20.00 fee.

- 2.12.1. Prices: the per pick up prices in Attachment-B are all-inclusive. No additional charges will be allowed. Prices submitted shall include all tip fees in effect on the beginning date of this contract, disposal fees and hauling charges.
- 2.12.2. Invoicing is provided monthly, in arrears, based on the per pick up rate. As an example; \$25.00 per pick up for 1xwk service the monthly charge would be \$108.25 ( $\$25.00 \times 4.33 = \$108.25$ ). If it was every other week service, the monthly rate is \$54.13 ( $\$25.00 \times 2.165 = \$54.13$ ). The 1xper month charge would be \$25.00.
- 2.13. Compactors: Contractor shall provide all wiring, hoses, modifications required to operate compactors shall be at no cost to the State. If required by the using agency, the compactor is to be designed with the appropriate equipment to allow trash to be loaded into the compactor from an access walkway at the building level.
- 2.14. Cancellations or additions: The using agency reserves the right to cancel any purchase order, or any parts thereof, or made additions to the purchase order upon a ten (10) day written notice to the Contractor. The charge for any additions or deletions shall be in accordance with the price schedule.
- 2.15. Requirements Regarding Invoicing and Payments:
  - 2.15.1. If there are issues associated with payment of invoices, it is urgent that service continue uninterrupted. If contractor believes that there is an unreasonable payment delay or underpayment occurring, contractor shall give written notice to the applicable Agency or Department of the State responsible for the particular site, with a CC of that notice to the Purchasing Agent, within the Office of Purchasing and Contracting, responsible for the waste contracts.
- 2.16. Delivery: Contractor shall furnish and deliver the required containers to the using agency locations as specified in the using agency purchase order. If required by the using agency, Contractor shall notify using agency of delivery as specified on the purchase order.
- 2.17. Examination of Site: Contractor shall conduct site inspections prior to delivering a container to a using agency location. The ultimate placement of the containers shall be designated by the using agency and no extra charge will be assessed. Contractor shall ensure that the container supplied is the right size and type for the need.
- 2.18. Monthly Reporting: Reporting on a per ton basis must be provided per month to BGS and the Military Department (or using agency) for each of the material streams collected at each location where service is provided. The report must include relevant information such as container size and material stream intended for each container (may be aggregated if more than one container is provided per material stream), indicate each location clearly serviced, start and end dates of the reporting period, and the tonnage of each container (or aggregated material stream) that is provided under this contract.
- 2.19. **LANDFILL BANNED MATERIALS:** Contractor shall immediately notify in writing the using agency and BGS of landfill banned materials and request removal before hauling. Link to landfill banned items <http://www.anr.state.vt.us/dec/wastediv/documents/LandfillBanPoster.pdf>.

**ATTACHMENT B – PAYMENT PROVISIONS**

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. **PRICE ADJUSTMENT:** Prices shall remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, Contractor may request in writing a consideration of price change (increase), which will be subject to an annual review by the Office of Purchasing and Contracting. Request for additional increases shall be limited to once in any twelve-month period thereafter. All increases are subject to annual review. The BGS Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases shall be offered immediately as they become available. Contractor shall notify the Office of Purchasing and Contracting in writing of any decreases in pricing.
3. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
4. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
5. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
6. Invoices shall be submitted to the ordering State agency or department.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as identified on Attachment B – Price Schedule.

**Attachment B - Trash, Recycling & Composting- Price Schedule**

| LOCATION  | QTY | SIZE   | SERVICES      | TRASH per pick up | Trash per Month | RECYCLE per pick up | RECYCLE per Month | COMPOST per pick up | COMPOST per Month |
|---|-----|--------|---------------|-------------------|-----------------|---------------------|-------------------|---------------------|-------------------|
| Westminster Armory<br>23 Armory Lane<br>Westminster, VT<br>05158            | 1   | 2 yd   | EOW           | \$31.00           | \$67.12         |                     |                   |                     |                   |
|   | 1   | 2 yd   | 1xM           |                   |                 | \$55.00             | \$55.00           |                     |                   |
|   | 1   | 35 gal | no composting |                   |                 |                     |                   | \$0.00              | \$0.00            |
| FMS #4<br>Westminster<br>Sand Hill Road<br>Westminster, VT                  | 1   | 4yd    | 1xW           | \$41.50           | \$179.70        |                     |                   |                     |                   |
|   | 1   | 2 yd   | 1xM           |                   |                 | \$55.00             | \$55.00           |                     |                   |
|   | 1   | 35 gal | EOW           |                   |                 |                     |                   | \$24.00             | \$51.96           |
| AOT 3, 91 Route<br>100 North,<br>Ludlow, VT (bear proof container required) | 1   | 2yd    | 1xW           | \$31.25           | \$135.31        |                     |                   |                     |                   |
|   | 1   | 2 yd   | 1xW           |                   |                 | \$25.00             | \$108.25          |                     |                   |
| Westminster State Police,<br>Westminster, VT                                | 1   | 6YD    | 1XWK          | \$63.00           | \$272.79        |                     |                   |                     |                   |
| Westminster State Police,<br>Westminster, VT                                | 1   | 6YD    | 1XWK          |                   |                 | \$58.00             | \$251.14          |                     |                   |

| Town        | Location                         | Haul MSW | Disp MSW | Haul C&D | Disp C&D | Haul REC | Disp REC |
|-------------|----------------------------------|----------|----------|----------|----------|----------|----------|
| Springfield | Office Building, 100 Mineral St. | \$175.00 | \$120.00 | \$175.00 | \$120.00 | \$175.00 | \$125.00 |

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**