



# Request for Proposals to Provide Food Scrap Collection Services at Barre Facility

**RFP Issue Date: October 5, 2021**

**Proposals Due: October 25, 2021 by 4:00 PM**

Central Vermont Solid Waste Management District (CVSWMD) is a union municipal organization created “for the purpose of providing for disposal of solid waste generated by member municipalities and their residents,” as set forth in the CVSWMD charter. CVSWMD provides leadership, education, and services for residents and businesses in reducing and managing their solid waste in order to protect public health and the environment to the greatest extent feasible. CVSWMD has served solid waste management and recycling needs in central Vermont for thirty years. Thirteen full and part-time staff members manage and operate CVSWMD programs.

The nineteen municipalities currently in the CVSWMD service area include: [Washington County] Barre City, Barre Town, Berlin, Calais, Duxbury, East Montpelier, Middlesex, Montpelier, Plainfield, Woodbury; [Orange County] Bradford, Chelsea, Fairlee, Orange, Tunbridge, Washington, Williamstown; [Caledonia County] Hardwick, Walden.

## Why the RFP Is Being Issued at This Time

CVSWMD collects food scraps from the public at the District’s Additional Recyclables Collection Center (ARCC) at 540 N. Main Street in Barre, Vermont. The ARCC is open every Monday, Wednesday, and Friday and every third Saturday of the month. Typically, the collection fills 3-6 48-gallon totes each week. CVSWMD seeks proposals for bids for food scrap collection services at that location. Services may be extended to future CVSWMD services, but are not included in this RFP.

## Purpose of This Request

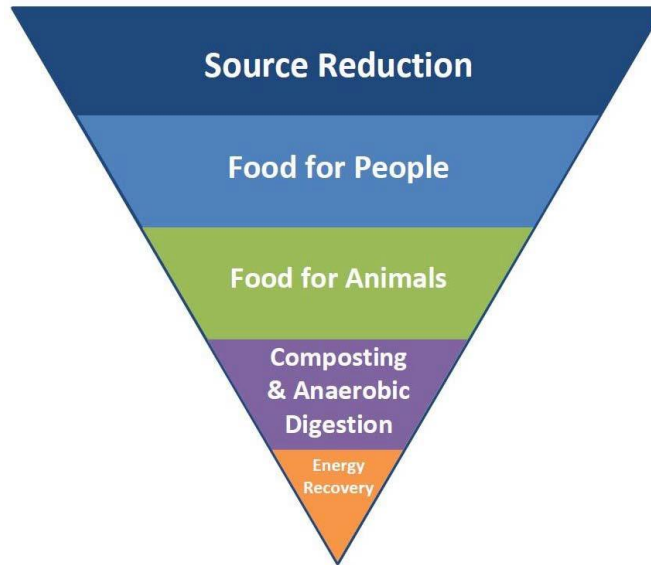
The purpose of this Request for Proposals (RFP) for food scrap collection services at CVSWMD’s Barre facility is to provide a fair evaluation process for all proposals and to present the evaluation criteria for judging proposals. CVSWMD is seeking proposals from interested, qualified contractors for hauling food scraps to compost facilities, farms, or other locations that manage food residuals in a manner consistent with the priority uses identified by the State of Vermont and in compliance with all State rules and regulations.

The Universal Recycling Law includes a hierarchy for managing food scraps and other organics to:

1. Reduce waste with strategies including planned shopping lists and improved storage methods.



2. Donate to food rescue organizations.
3. Divert food scraps for agricultural uses, such as feeding animals (except for the feeding to swine of waste material derived from the meat of any animal (including fish and poultry) and refuse from handling, preparation, cooking, disposal, or consumption with meat and meat products.
4. Compost or process in anaerobic digesters, and then
5. Recover for energy.



CVSWMD will consider a Contract including a scope of work and financial provisions covering hauling services from the CVSWMD Barre facility. A Contract between CVSWMD and the hauler(s) for services will begin no earlier than January 1, 2022 and will conclude no later than December 31, 2025.

Procurement provisions under CVSWMD’s Financial Policies and Procedures apply to certain components of this RFP and are referenced within those sections.

## Scope of Work

The following scope of work elements must be addressed within the submitted proposal for food scrap collection services:

1. Present options for scheduling the collection of food scraps at the Barre facility that meets the needs of CVSWMD operations.
  - a. The proposal must lay out options would be offered under the contract: multiple pick ups per week, weekly, every other week, etc.
2. Provide firm pricing for year one (January 1, 2022 – December 31, 2022) and price adjustment factors for years two and three.



- a. Pricing options should cover each option offered by the hauler, per 1.a. above, such as multiple pick-ups per week, weekly, every other week, etc.
3. Identify where and how the food scraps will be delivered and then processed (compost facilities, farms, or other locations) and manner of food residuals management that is consistent with the priority uses identified by the State of Vermont.
4. CVSWMD has a metal outdoor “cage” where 48-gallon totes ready for pickup are kept. The “cage” is accessible via key by the hauler. In the scope of work, the hauler must indicate whether that arrangement is acceptable and whether there are any other requirements for collection.
  - a. Proposal must indicate whether CVSWMD must provide any equipment at the facility for the service, such as totes. If so, specs must be provided.
5. Provide details regarding invoicing, consistent with a schedule for a monthly invoice no later than 15 days following the conclusion of each month.
6. Identify strategies for minimizing odor and vectors at the collection site (i.e. hauler providing cover material).
7. Identify any outreach materials that will be provided alongside the hauling service.

## **Inquiries Regarding This RFP**

Potential proposers may submit questions regarding this RFP in writing to Brenna Toman, Operations Manager, CVSWMD, 137 Barre Street, Montpelier, VT 05602 or via email at [brennat@cvswwd.org](mailto:brennat@cvswwd.org) by Monday, October 18<sup>th</sup> at 5:00 PM.

On Wednesday October 20<sup>th</sup>, 2021, CVSWMD will distribute a written response summary sheet via email or postal mail -- if the recipient did not provide an e-mail address -- with responses to questions which were submitted prior to October 18<sup>th</sup> at 5:00 PM. Any changes to the RFP will be distributed in writing to all those originally issued an RFP or any person who requests to be informed of such changes.

*CVSWMD staff will not engage in telephone calls discussing this RFP. No information provided verbally by any member of the staff or board of the CVSWMD shall be considered binding.*

## **Submission requirements**

Proposers are requested to submit the following required documentation within proposals for CVSWMD Food Scrap Hauling Services.

All proposals shall be submitted in clearly legible handwriting or typed and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.



1. **One page** – name of firm or firms, main address, website addresses, and brief history the firm(s) and scope of current operations. Designate a contact person for all communications related to the RFP process, including telephone and facsimile numbers, and email address.
2. **Scope of Work**– submit a complete written response that will achieve the proposed Scope of Work described on page 2.
3. **Qualifications and Experience of Proposer** – Include a description of the proposer’s experience relevant to the requested services and qualifications and resumes of key personnel who will be assigned to the management of the food scrap collections and invoicing. Please include three (3) references with first-hand knowledge of the firm’s performance on similar or relevant food scrap collection services (please include contact information for all references listed.)
4. **Per Unit Pricing** - Propose firm pricing for the work described. Please provide a table that includes collection fee(s) for collection options.
5. **Staffing** – Specify number of full time and part-time operations staff and office staff.
6. **Documentation** showing that vehicles used for this collection service are registered with VT-DMV, VT-ANR and are/will be licensed with CVSWMD.
7. **Statement** regarding how contractor will ensure that food residuals are managed in a manner consistent with the priority uses identified by the State of Vermont.

**Submittal of Bid Proposals** – Bid proposals must be sent one of two ways: 1) via email to [administration@cvswmd.org](mailto:administration@cvswmd.org) with subject line “Food Scrap Collection Services Proposal”; or 2) by US mail to CVSWMD, 137 Barre Street, Montpelier VT 05602 ATTN Food Scrap Collection Services Proposals. Bid proposals must be received by CVSWMD no later than October 25<sup>th</sup>, 4 PM. CVSWMD may extend the time for proposal submittals.

**Acknowledgement of receipt** – If requested in your cover letter or other materials, CVSWMD will acknowledge receipt of materials within 3 business days of receipt.

Materials submitted in response to this RFP will become the property of the Central Vermont Solid Waste Management District.

Incomplete submissions of proposals will not be reviewed.

## **Bidder Participation in Meetings**

CVSWMD’s Financial Policies and Procedures specifies the procedure for potential bidders or bidders to participate in public committee or Board of Supervisor meetings related to discussions regarding bids for goods or services being considered by the District. The policy specifically states:

*Firms that have submitted, or wish to submit, a bid to CVSWMD may attend specified/ designated public meetings.*

*a. Bidders may not:*

- o Participate in meetings where the purpose is to set fees or other regulations.*



- *Participate in meetings that are closed to the public, i.e., Executive Sessions.*
- b. *Bidders may participate during meetings regarding bidding or contracting.*
- c. *A period of time shall be set aside at the beginning of meetings during which bids are scheduled to be discussed, for the purpose of receiving public comment. Bidders may offer comments during that portion of the meeting.*
- d. *Firms may also request a formal meeting during the bidding process for the purpose of asking questions about the RFP process or content.*
- e. *Such a meeting will be announced in advance to all potential bidders and will take place with staff and/or Board committees, as determined in advance.*

## **Proposal Evaluation Criteria and Contract Award Considerations**

1. **Evaluation Criteria** – Each proposal will be evaluated by CVSWMD staff, committees, and/or the Board of Supervisors. Criteria for evaluation will include, but not be limited to the following:
  - a. Responsiveness to scope of work and/or specifications
  - b. Cost effectiveness - quoted prices
  - c. Qualifications and expertise in contracted services
  - d. Positive reference reviews
  - e. Meeting terms and conditions as called for in the RFP
  - f. Completeness of proposal based upon requested information and documentation
  - g. Ability to meet operational needs of CVSWMD in terms of scheduling, on-time collection, billing practices and account administrative management.
2. **Contract Award**
  - CVSWMD may award contracts to one or more firms. The District may award a Contract based solely on the response to this RFP, or it may award a Contract following discussion or negotiations with one or more firms making proposals.
  - CVSWMD may request additional data or material prior to making a Contract award. The District may also negotiate with the proposer(s) to modify or amend certain portions of their respective proposals.
  - All contracts are subject to review by CVSWMD legal counsel, and a project will be awarded upon signing of an agreement or Contract which outlines terms, scope, budget, and other necessary items.
  - CVSWMD reserves the right to reject any and all proposals submitted for any reason and to modify or issue changes to the original RFP. Any changes will be distributed in writing to all those originally issued an RFP.



- CVSWMD reserves the right to select the proposer(s) which, in the best judgment of the District, among other considerations, will perform reliably, in a timely manner, and on budget. CVSWMD and the selected contractor may mutually agree to extend the deadline for completing the project.

3. **Other Information:**

- Information about the terms of Contract is contained in **Appendix A – Contract Terms and Conditions**

4. **Proposal Review:** Proposals will be reviewed by staff members who reserve the right to discuss in confidence the proposal submitted by any bidder. The General Manager (or designee) has the authority to recommend to the CVSWMD Executive Board and/or the Board of Supervisors whether or not to take further action with respect to any proposal submitted.



## APPENDIX A

# Central Vermont Solid Waste Management District & [Contractor] Contractual Terms and Conditions

### A. GENERAL PROVISIONS:

This Contract covers professional services to be provided by [CONTRACTOR] on behalf of the Central Vermont Solid Waste Management District for CVSWMD food scrap hauling services from CVSWMD facility/facilities. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by written modification as agreed to by both parties.

1. Parties: The parties to this Contracture:

Central Vermont Solid Waste Management District (District)  
137 Barre Street, Montpelier, VT 05602

[Contractor]

2. Scope of Services and Products to be Provided: The services to be provided by Contractor are listed as follows:

[Listed here]

3. Contract Amount: Unless agreed upon and modified in writing by both parties, the Contract amount for shall not exceed the amount of \$\_\_\_\_\_.

### B. TERMS AND CONDITIONS:

1. Acceptance: The Contract consists in its entirety of this document and any attachments hereto or other material incorporated by reference herein, together with the District's acceptance, which shall be only expressed in writing by The General Manager of the District and/or approved motion of the Board of Supervisors. No modification, deletion, addition or waiver shall be effective unless written and signed by the party charged herewith through its authorized representative, notwithstanding any contrary terms or conditions in any communications or payment or acceptance of delivery by the District. This Contract as so defined constitutes the entire Contract between the parties and supersedes any other agreements or understandings, oral or written.



2. Duration: This Contract will be binding upon the Contractor until \_\_\_\_\_, 2023. The Contract can be extended by mutual agreement of the parties.
3. Extension of Time for Unforeseen Circumstances: In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as war, riots, strikes, lockouts, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, Contractor shall inform the District of the additional time required to perform the work and the District may adjust the schedule. In the event that there are delays caused by the District, the Contractor will be entitled to extend the Contract deliverable date a comparable number of days.
4. Standard of Performance: The Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions and the protocols exhibited in this appendix. The Contractor is responsible for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors, only as it relates to the preparation and delivery of the analysis report.
5. Failure to Perform: If the contractor fails to meet the standards of performance described above, the CVSWMD shall first notify the contractor in writing of the alleged failure to perform. The Contractor shall have fifteen (15) days to explain in writing or remedy the failure to perform and notify the CVSWMD of the remedy in writing. If the contractor should fail to address performance standards, the CVSWMD may suspend or cancel the Contractor services and discontinue any payments for which the Contract may call.
5. Applicable Law - Definitions - Interpretation: The Contract will be governed by all applicable statutes and codes of the State of Vermont and Federal laws in effect on the date of this Contract, including the definition of terms used herein and the interpretation of the provisions hereof.
6. Assignment: Neither this Contract nor any interest in this Contract or any claim under this Contract (other than accounts receivable) shall be directly or collaterally assigned or transferred by the Contractor nor may the Contractor delegate performance hereunder to any other party, without prior written authorization of the District, which authorization shall be in its sole discretion.
7. Compliance with Law: The Contractor must comply with all applicable laws and regulations. The Contractor warrants that services provided are performed in compliance with all applicable federal, state and local laws and regulations. Contractor certifies that it is not delinquent with respect to the payment of any tax, charge, fee, or assessment levied by the State of Vermont, the Central Vermont Solid Waste Management District, or any agency or subdivision thereof.
8. Default: In the event of default by the Contractor in performance of any obligation, under this Contract, the District may, at its option, cancel the Contract without penalty or liability for direct or consequential damages or liability. In the event that it becomes apparent to the District that delivery of services cannot be made within





the time specified, the Contractor will not be due any further payments unless awarded by Arbitration.

9. Equal Employment Opportunity: The District is an equal employment opportunity employer. It does not discriminate on the basis of age, race, sex, sexual orientation, religion, or handicap status in admission or access to or treatment or employment in their programs and activities. The Contractor shall comply with provisions of 21 V.S.A. 495(a) where applicable:

495. Unlawful employment practice

- (a). It shall be unlawful employment practice, except where a bona fide occupational qualification requires persons of a particular race, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, age, or physical or mental condition:
  - (1) For any employer, employment agency or labor organization to discriminate against any individual because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age or against a qualified handicapped individual;
  - (2) For any person seeking employees or for any employment agency or labor organization to cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, age or handicapping condition;
  - (3) For any employment agency to fail or refuse to classify properly or refer for employment or to otherwise discriminate against any individual because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age or against a qualified handicapped individual;
  - (4) For any labor organization, because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age to discriminate against any individual or against a qualified handicapped individual or to limit, segregate or qualify its membership;
  - (5) For any employer, employment agency, or labor organization to discharge or in any other manner discriminate against any employee because such employee has lodged a complaint of discriminatory acts or practices or has cooperated with the attorney general or a state's attorney in an investigation of such practices, or is about to lodge a complaint or cooperate in an investigation, or because such employer believes that such employee may lodge a complaint or cooperate with the attorney general or state's attorney in an investigation of discriminatory acts or practices;
  - (6) For any employer, employment agency, labor organization or person seeking employees to discriminate against, indicate a preference or limitation, refuse properly to classify or refer, or to limit or segregate



membership, on the basis of a person's having a positive test result from an HIV-related blood test;

- (7) For any employer, employment agency, labor organization or person seeking employees to request or require an applicant, prospective employee, employee, prospective member, or member to have an HIV-related blood test as a condition of employment or membership, classification, placement, or referral.

10. Basis of Payment: [Spells out the basis of payment for the contract.] Unless agreed to by both parties, the Contractor shall submit each invoice on a monthly basis no later than 15 days following the conclusion of each month. The District shall review each deliverable and communicate in writing, within 5 business days of delivery, whether the deliverable is accepted. If the deliverable is deemed to be not accepted, the District shall provide specific instruction as to what steps must be taken to make the deliverable accepted. The District agrees to pay the Contractor for services within a period of thirty days from the receipt of invoices, subject to determination that the work deliverables are acceptable.
11. Statement of Non-Collusion: By submission of the Proposal, the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that the prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
12. Relationship of Contractor to the District: The Contractor's relationship with the District is that of an independent contractor. In accordance with this status, the Contractor covenants and agrees that it will neither hold itself out as, nor claim to be, an officer, employee or agent of the District, and that it will not make any claim, demand or application to or for any right, privilege applicable to an officer, employee or agent of the District. Neither the District nor District staff hereof shall represent, act, purport to act or be deemed the agent, representative, employee or servant of the Contractor.
13. Proof of Insurance: The Contractor providing service under this Contract will be required to procure and maintain at its own expense and without cost to the District the following types and amounts of insurance. The policy limits required are to be considered minimum amounts:
  - a. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 combined and single limit for each occurrence and shall include the District as Additional Insured. This policy shall include the Broad Form Endorsement. The Certificate of Insurance for this coverage must identify if this coverage is provided under claims-made form. Should this insurance coverage be of a claims-made form, a letter from the Contractor's Insurance Broker must accompany the Certificate of Insurance, which outlines the current policy aggregate limits.
  - b. Automobile Liability Insurance which includes coverage for all owned, non-owned and hired vehicles and also includes environmental impairment liability with a minimum limit of \$1,000,000 combined single limit for each occurrence.



- c. Workers' Compensation and Employers Liability Insurance shall cover the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Vermont.

The Contractor shall provide Certificates of Insurance to the District demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this proposal.

The Comprehensive General Liability Certificate of Insurance shall indicate the District as an additional insured. This Certificate of Insurance shall also contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without thirty (30) days written notice to the District. Such notice shall be transmitted by certified mail, return receipt requested, or hand delivered. Failure to procure and maintain the above-described insurance coverages as set out in this section may, at the discretion of the District, may be deemed an act of default herein.

- 14. Indemnification: The Contractor shall indemnify, hold harmless and defend the District, its agents, employees, officers and volunteers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceedings and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which may be alleged against the District, or which the District may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent acts or omission of any employee or agent of the Contractor, or from the failure or inadequacy of any equipment of the Contractor.
- 15. Communication: Any notice or other communication given under this Contract shall be in writing and addressed or delivered as follows

For the District:

For day-to-day communications about the project: Operations Manager  
For change orders to the Contract: General Manager

Contact information:

CVSWMD  
137 Barre St.  
Montpelier, Vermont 05602  
(802) 229-9383

For the Contractor: Contact with the Contractor will be addressed or delivered to the following.

[Contractor]

- 16. Contract Records: The District has the right to inspect Contractor's records as follows:



- a. Contractor shall maintain sufficient books and records in accordance with generally accepted accounting principles to establish and substantiate the correctness of all charges submitted to the District. Any expenses not so recorded shall be disallowed by the District.
- b. The District through its authorized employees, representatives or agents, shall have the right, during the term hereof and for seven (7) years after termination of the contract, to examine and audit all the books, records, correspondence and related documents of the Contractor in connection with Contractor's compensation claims hereunder and to allow the District to determine Contractor's compliance with relevant federal, state and local laws and regulations for the collection and disposal of all hazardous waste and performance of the Hazardous Waste Services and to evaluate the quality, appropriateness and timeliness of the services provided hereunder.
  - a. Contractor shall keep such books, records, correspondence and related documents in its possession and assure the maintenance of such books, records, correspondence and related documents by all assignees, subcontractors or other third parties performing work hereunder for a period of seven (7) years after termination of this Contract or until audit findings are resolved, whichever is later.

17. Arbitration: Contractor and the District agree to submit any existing controversy relating to this Contract including the work to be done through this Contract to arbitration pursuant to the Vermont Arbitration Act, 12 V.S.A. Chapter 192.



ACKNOWLEDGMENT OF ARBITRATION.

On behalf [Contractor], I understand that this agreement with CVSWMD contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

\_\_\_\_\_  
[Contractor]

ACKNOWLEDGMENT OF ARBITRATION.

On behalf of CVSWMD, I understand that this agreement with [Contractor] contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

\_\_\_\_\_  
Lisa Liotta, General Manager  
CVSWMD

In witness whereof, the parties hereto execute this Contract by their duly authorized representatives.

District

Contractor

\_\_\_\_\_  
Lisa Liotta, General Manager  
CVSWMD

\_\_\_\_\_  
[Contractor Representative]

Date Signed:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_