

State of Vermont

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

CONTRACT



Vendor ID 0000003446
Triple T Trucking Inc
437 Vernon Rd
Brattleboro VT 05301
USA

Contract ID 0000000000000000000019457	Page 1 of 2
Contract Dates 07/01/2011 to 06/30/2013	Origin CP
Description: CP-WASTE HAULING AND RECYCLING	Contract Maximum \$100,000.00
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658
	Contract Status Approved

Phone #: 802/254-5388

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WASTE HAULING/RUBBISH REMOVAL/RECYCLING SERVICES	EA	0.01000	0.00	100,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, (hereafter called 'State'), and Triple T Trucking, with its principal place of business in Brattleboro, Vermont, (hereafter called 'Contractor'). Contractor's form of business organization is corporation. 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 Waste Hauling and 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 \$100,000.00.
- Contract Term.** The period of contractor's performance shall begin on July 1, 2011 and end on June 30, 2013 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 15 pages including the following attachments which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions with list of locations for service and Price Schedule
 - Attachment C - Standard State Provisions for Contracts and Grants a preprinted form (revision date 01/10/11)
- 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
Page 1 of 3

July 1, 2011

1. The contractor shall provide to the State containers of the types and sizes indicated on Attachment B. All containers are to be freshly painted and clearly labeled as to contents. All containers shall be cleaned inside and outside and disinfected periodically to the satisfaction of the using agency. The size of each container shall be clearly marked on all containers. 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 have the option for weatherproof covers.
 - 1.1. 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.
 - 1.2. 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", NEWSPAPERS", etc.
 - 1.3. 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.
 - 1.3.1. If an incumbent contractor was successful in retaining the contract awarded for the previous contract period, all containers utilized under the current contract must be reconditioned and spray painted inside and out or may require replacement at the discretion of the agency.
 - 1.4. **Right-Size:** Contractor will work with the agency or department to ensure that the containers used for rubbish removal and recycling are the right-size containers for that location.
 - 1.5. **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.
 - 1.6. **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.

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- 1.6.1. 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.
- 1.6.2. 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 driver 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.
- 1.6.3. The contractor will replace the container if it becomes unsafe upon the request of the agency.
- 1.7. **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.
 - 1.7.1. **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.
- 1.8. **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 and refuse.
- 1.9. **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.
- 1.10. **Recycling:** It is the State of Vermont's intention to recycle cardboard, mixed paper, plastic (bottles) and aluminum (cans), in one container (single stream recycling). All recycling containers must be emptied by a designated recycling truck and delivered to a recycling facility.

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Waste Hauling and Recycling
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Attachment A
Page 3 of 3

- 1.10.1. The State of Vermont as part of the outcome expectation is to model effective environmental stewardship.
- 1.11. **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.
- 1.12. **Cancellations or additions:** The using agency reserves the right to cancel any purchase order, or any parts thereof, or make 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.
- 1.13. **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.
- 1.14. **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.
2. **OUTCOMES:** The expected outcome is for the contractor to 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:
- 2.1. Achieve ecological benefits from single stream recycling.
 - 2.2. Improve upon quantities of material currently being recycled.
 - 2.3. Develop other waste and cost reduction initiatives.
 - 2.4. Maintain existing waste service levels during program transition.

State of Vermont
Office of Purchasing and Contracting
Waste Hauling and Recycling
Payment Terms
Attachment B
Page 1 of 1

July 1, 2011

1. **PRICING:** 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.

2. **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. **SERVICE CHARGE:** A service charge of \$25.00 per month on containers of 2 cubic yards or larger that are serviced one time or less per month and \$15.00 on container services two times per month.

4. **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.

5. **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.

6. **LOCATIONS AWARDED: Rubbish Removal and Recycling:** Brattleboro, Cavendish, Chester, Dover, Dummerston, Grafton, Jamaica, Marlboro, Newfane, Putney, Readsboro, Rockingham, Searsburg, Springfield, Townshend, Vernon, Westminster, Whitingham, Wilmington **Cubic Containers:** Dover, Grafton, Jamaica, Marlboro, Newfane, Putney, Readsboro, Searsburg, Somerset, Stratton, Townshend, Vernon, Wardsboro, Whiting, Wilmington, Windham, Winhall

7. All pricing for the above listed locations are available on the attached Price Schedule.

**State of Vermont – Office of Purchasing and Contracting
 Waste Hauling and Recycling Services –
 Contract dates: July 1, 2011-June 30, 2013**

		PRICE PER PICKUP	
		Rubbish Removal	Recycling
Brattleboro	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
	68 Gallon Tote		7.50
	96 Gallon Tote		8.50
Cavendish	2 cubic yard	23.50	
	4 cubic yard	37.50	
	6 cubic yard	90.00	
	8 cubic yard	100.00	
	10 cubic yard	110.00	
Chester	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
Dover	2 cubic yard	27.50	18.50
	4 cubic yard	41.50	22.50
	6 cubic yard	57.50	32.50
	8 cubic yard	72.50	37.00
	10 cubic yard	88.00	43.00
Dummerston	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
	96 Gallon Tote		15.00
Grafton	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50

**State of Vermont – Office of Purchasing and Contracting
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	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
Jamaica	2 cubic yard	27.50	
	4 cubic yard	65.00	
	6 cubic yard	90.00	
	8 cubic yard	100.00	
	10 cubic yard	110.00	
Marlboro	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
Newfane	2 cubic yard	27.50	18.50
	4 cubic yard	41.50	22.50
	6 cubic yard	57.50	32.50
	8 cubic yard	72.50	35.00
	10 cubic yard	88.00	42.50
Putney	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
	68 Gallon Tote		12.00
	96 Gallon Tote		15.00
Readsboro	2 cubic yard	27.50	
	4 cubic yard	41.50	
	6 cubic yard	57.50	
	8 cubic yard	72.50	
	10 cubic yard	88.00	
Rockingham	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50

**State of Vermont – Office of Purchasing and Contracting
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	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
Searsburg	6 cubic yard	90.00	
	8 cubic yard	100.00	
	10 cubic yard	120.00	
	12 cubic yard		
	20 cubic yard		
	25 cubic yard		
	30 cubic yard		
	68 Gallon Tote		
	96 Gallon Tote		
Springfield	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
Townshend	2 cubic yard	27.50	18.50
	4 cubic yard	41.50	22.50
	6 cubic yard	57.50	32.50
	8 cubic yard	72.50	35.00
	10 cubic yard	88.00	42.50
Vernon	2 cubic yard	27.50	18.50
	4 cubic yard	41.50	22.50
	6 cubic yard	57.50	32.50
	8 cubic yard	72.50	35.00
	10 cubic yard	88.00	42.50
Westminster	2 cubic yard	23.50	15.50
	4 cubic yard	37.50	18.50
	6 cubic yard	52.50	22.50
	8 cubic yard	67.50	32.50
	10 cubic yard	85.00	35.00
Whitingham	2 cubic yard	27.50	
	4 cubic yard	41.50	

**State of Vermont – Office of Purchasing and Contracting
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	6 cubic yard	57.50	
	8 cubic yard	72.50	
	10 cubic yard	88.00	
Wilmington	2 cubic yard	45.00	18.50
	4 cubic yard	65.00	21.50
	6 cubic yard	90.00	25.00
	8 cubic yard	100.00	35.50
	10 cubic yard	100.00	38.50

CUBIC CONTAINERS

		Price to Haul	Price per ton
Dover	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Grafton	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Jamaica	12 cubic yard	195.00	110.00
	30 cubic yard	195.00	110.00
Marlboro	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Newfane	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Putney	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Readsboro	12 cubic yard	195.00	110.00
	30 cubic yard	195.00	110.00
Searsburg	12 cubic yard	195.00	110.00
	30 cubic yard	195.00	110.00

**State of Vermont – Office of Purchasing and Contracting
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Somerset	12 cubic yard	185.00	110.00
	30 cubic yard	185.00	110.00
Stratton	12 cubic yard	195.00	110.00
	30 cubic yard	195.00	110.00
Townshend	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Vernon	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Wardsboro	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Whiting	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Wilmington	12 cubic yard	175.00	110.00
	30 cubic yard	175.00	110.00
Windham	12 cubic yard	195.00	110.00
	30 cubic yard	195.00	110.00
Winhall	12 cubic yard	195.00	110.00
	30 cubic yard	195.00	110.00