Request for Proposals
COMPOSTING TECHNICAL ASSISTANCE

Release Date: September 19, 2014

Contact for Proposals: Ben Gauthier, ANR, DEC Waste Management and Prevention Division
(802) 522-5080 benjamin.gauthier@state.vt.us

Introduction and Purpose:
Vermont’s Universal Recycling law (Act 148) seeks to reduce waste and improve statewide diversion rates for recyclable and compostable materials (organics). Diverted food residuals in the state are often composted. To support both new and existing composters with composting, the Department of Environmental Conservation (DEC) Waste Management and Prevention Division, Solid Waste Program seeks proposals for composting technical assistance not to exceed $21,250. Both for-profit and not-for-profit entities are eligible to apply.

Scope of Work:
DEC seeks proposals from an entity or group of entities for the following composting technical assistance deliverables:

1. **Compost Operator Training Course** – Organize and offer a one-day, 8-hour compost operator training course for Vermont composters interested in obtaining a solid waste permit for composting. The course must be offered no later than April 30, 2015.
   a. The training program must be designed to meet the State’s criteria for operator proficiency and include at a minimum the following units:
      i. Introduction to the composting process and principles
      ii. Compost recipe development
      iii. Composting feedstocks and material properties
      iv. Feedstock blending and pile formation
      v. Compost pile monitoring and management response
      vi. Compost site design, maintenance and storm water management
      vii. Neighbor relations
      viii. State regulations and compliance
   b. Course materials (DEC will make available course materials used in previous years for the Contractor to use in whole or in part):
      i. Prepare electronic presentation covering the units above
      ii. Prepare and print course materials or provide flash drive with materials for students to keep
      iii. Provide draft presentation and curriculum outline to the State at least one month prior to the training
   c. Arrange location for hosting the training and conducting demonstrations
      i. Provide the State with the date and location of the training
   d. Prepare marketing materials for the training and advertise it through a press release, website posting and an email announcement
   e. Provide the State with a list of attendees
   f. Course evaluation
      i. Provide course evaluation forms to attendees
      ii. Provide the results of completed course evaluations to the State

A course registration fee of up to $30 per person is permissible to cover lunch or other logistics costs.
2. **Composter Technical Assistance** – Provide technical assistance to food residual composters to help expand composting infrastructure in the state. Technical assistance should include such things as: site design, development, and operating considerations; permitting assistance; troubleshooting issues; recipe development; pile management; site expansion and efficiency improvements; and assistance finding sources of funding for site improvements (loans and grants).
   a. Provide 80 hours of technical assistance to food residual composters
      i. Priority should be given to composters able to accept and process food residuals from multiple sources and to composters proposing to locate in areas with a need for food residuals management services as a result of the impending ban on food residuals in 2020.

3. **Composting Resources** – Establish and make publically available composting resources and materials similar to those created by the Highfields Center for Composting. At a minimum resources should include:
   a. Composter resources:
      i. site identification, design, and development guides;
      ii. recipe development worksheets and calculators;
      iii. feedstock sampling protocol; and
      iv. compost monitoring and pile management resources.
   b. School composting resources:
      i. onsite composting plans;
      ii. recipes and management resources;
      iii. training and education information; and
      iv. school compost program information

Composting resources and materials need to be submitted to the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation for its use and public distribution and should be in a format that is easy to post to ANR’s webpages (e.g. pdf).

**Funding and Method of Payment:**
Funding for this RFP is from the Solid Waste Implementation Assistance Fund. Project is contingent upon availability of funding. All payments will be made after satisfactory completion of each deliverable as outlined in an agreement between the State and the selected contractor.

The Contractor shall prepare and send the State an invoice each time a task is completed (but not more frequently than monthly).

Each invoice shall include the following:
- The contract number as shown on the contract;
- An itemized listing of work completed by Item number above;
- Certification of costs stating “This is to certify that I have examined this invoice and the accompanying documents and that the services have been rendered as stated”;
- The signature of the owner of the Contractor’s company or an officer of the Contactor’s corporation; and
- All invoices shall be originals; no photocopies will be acceptable.

**Project Timeline:**
Proposed projects must be completed no later than one year from the execution date of the agreement (approximately October 2015).

**Deadlines and Content of Proposals:**
All questions are required to be submitted electronically via email to Ben Gauthier at benjamin.gauthier@state.vt.us by October 3, 2014, 4:30 pm EST using the subject line “Compost Technical Assistance RFP Questions.”

All proposals are required to be submitted electronically via email to Ben Gauthier at benjamin.gauthier@state.vt.us by October 17, 2014, 4:00 pm EST using the subject line “Compost Technical Assistance RFP Proposal.”

Proposals will be opened October 20, 2014 at 9:00 am EST.
Proposals from multiple organizations and companies are allowed as are subcontractors. Proposals will be accepted from for-profit and not-for-profit entities alike. All proposals must include the following information:

- A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact.
- Brief descriptions of the staff people’s technical compost competency. This can include resumes and descriptions of applicable education, training, and years of on-the-ground experience and expertise.
- A brief scope of work describing how the deliverables will be met
- A certificate of insurance, indicating that the entity or entities have met the insurance requirements listed in Attachment C.
- A cost breakdown sheet in response to the scope of work:
  - Itemized breakdown of labor/equipment rates per item 1-3 above,
  - estimated hours, material, subcontractor costs (if applicable) per item and;
  - cumulative total

**Selection Criteria:**
Proposals will be reviewed and evaluated by two or more Solid Waste Program staff members. Selection will be based on the following criteria:

- 55% - Qualifications and experience of the staff that will perform the work, including prior experience providing composting technical assistance.
- 20% - Readiness to implement the three deliverables outlined above.
- 15% - Cost effectiveness.
- 10% - Matching funds. Match is not a requirement, however, points will be awarded for proposals that leverage cash or in kind match (such as volunteer labor).

Respondents to this RFP should be aware that they will need to agree to the attached State of Vermont Customary Contract Provisions (Attachment C), including insurance requirements, in order to execute a contract for this project.
ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

   After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

   **Workers Compensation:** With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

   **General Liability and Property Damage:** With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

   Premises - Operations
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability  

The policy shall be on an occurrence form and limits shall not be less than:

- $1,000,000 Per Occurrence  
- $1,000,000 General Aggregate  
- $1,000,000 Products/Completed Operations Aggregate  
- $50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State:**
   a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
   b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
   c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
   d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
   a. is not under any obligation to pay child support; or
   b. is under such an obligation and is in good standing with respect to that obligation; or
   c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at:

http://bgs.vermont.gov/purchasing/debarment
19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

(End of Standard Provisions)