TOWN OF EAST GREENWICH
Department of Public Works

March 2018

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

The Collection and Transportation for the Disposal of Solid Waste and Recyclable Materials

CONTRACT PERIOD:
3 Year Contract with Optional two 1 year Extensions
NOTICE OF AWARD

TO: ENVIRO-SAFE/MTG DISPOSAL LLC
   300 WAMPANOAG TRAIL
   EAST PROVIDENCE, RI, 02915

DATE: April 23, 2018

PROJECT DESCRIPTION: Transportation and Disposal of Solid Waste and Recycling Materials

The OWNER has considered the BID submitted by you for the above-referenced WORK in response to its invitation for Bids dated March 8, 2018 and information for Bidders.

You are hereby notified that your BID has been accepted for items per the specifications advertised and in the amount shown in the Bid Schedule.

You are required by CONTRACT DOCUMENTS to execute the Agreement and to provide to the owner all required Contract Documents (Certificates of Insurance and Performance Bond) in the amounts specified in the Instruction to Bidders, and the General Conditions.

You are hereby notified to provide the Transportation and Disposal of Solid Waste and Recycling Materials specified on the bid upon your receipt of this notice.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

TOWN OF EAST GREENWICH, RHODE ISLAND
OWNER
BY: [Signature]
TITLE: TOWN MANAGER, GAYLE CROBIGNON

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged this 30th day of May, 2018.

BY: [Signature]
TITLE: [Title]
COMPANY: Enviro-Safe/MTG Disposal

TOWN OF EAST GREENWICH
DEPARTMENT OF PUBLIC WORKS
111 PEIRCE STREET
EAST GREENWICH, RI, 02818
NOTICE TO PROCEED

TO: ENVIRO-SAFE/MTG DISPOSAL LLC
    300 WAMPANOAG TRAIL
    EAST PROVIDENCE, RI, 02915

DATE: April 23, 2018

PROJECT: Transportation and Disposal of Solid Waste and Recycling Materials

You are hereby notified to provide the above-referenced Work in accordance with the agreement dated March 8, 2018 upon receipt of this notice. You are to start performing your obligations under the Contract Documents. You are to provide to the owner all required Contract Documents (Certificates of Insurance) in the amounts specified in the Instruction to Bidders, and the General Conditions.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

TOWN OF EAST GREENWICH, RHODE ISLAND
OWNER
BY: _______________________________
TITLE: TOWN MANAGER, GAYLE CORRIGAN.

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged this 27 day of June, 201__.

BY: _______________________________
TITLE: ____________________________

COMPANY: Enviro-Safe/MTG Disposal

TOWN OF EAST GREENWICH
DEPARTMENT OF PUBLIC WORKS
111 PEIRCE STREET
EAST GREENWICH, RI, 02818
TO: Joseph Duarte, Director of DPW

FROM: Dianne Potter, Deputy Town Clerk

RE: Award of bid to Enviro-Safe Disposal Inc./MTG Disposal, LLC

DATE: April 10, 2018

On April 9, 2018, the Town Council voted (4-0) to approve your recommendation to award the bid to Enviro-Safe Disposal, Inc./MTG Disposal, LLC for the collection and disposal of solid waste and recyclable materials for the net prices indicated on the tabulation sheet and authorization for the Town Manager to enter into such agreement.

Cc: G. Corrigan, Town Manager
    L. Dykeman, Finance Director
The Hanover Insurance Company

Consent of Surety

Town of East Greenwich
125 Main Street
East Greenwich, RI 02818

RE: MTG Disposal, LLC

The Hanover Insurance Company, herein referred to as Surety, a corporation organized and existing under the laws of the State of New Hampshire and duly authorized to transact business in the Rhode Island, hereby agrees that if the contract for Collection and Transportation for Disposal of Residential Solid Waste and Recyclable Materials, for which the accompanying proposal is made, be awarded to MTG Disposal, LLC, the Surety will furnish a performance bond in an amount as set forth in the terms of the contract.

Signed, sealed, and dated this 7th day of March, 2018.

The Hanover Insurance Company

By: __________________________

Arthur L. Colley, Attorney-in-Fact
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE  MTG Disposal, LLC
300 Wampanag Trail, Riverside, RI 02915

as Principal, hereinafter called the Principal, and  The Hanover Insurance Company
2115 Rexford Road, Suite 310, Charlotte, NC 28211

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto  Town of East Greenwich
125 Main Street, East Greenwich, RI 02818-0111

as Obligee, hereinafter called the Obligee, in the sum of  Five Percent of Amount Bid

Dollars ($5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  Collection and Transportation for Disposal of Residential Solid Waste and Recyclable Materials

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of March, 2018

MTG Disposal, LLC

(Principal)

(Seal)

By: 

(Title)

The Hanover Insurance Company

(Surety)

(Seal)

By: Arthur L. Colley

(Title)

Attorney-in-Fact

Bonnie T. Atnip

(Witness)
POWER OF ATTORNEY

Know all persons by these presents:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Arthur L. Colley, Nicole M. Colley and/or Bonnie T. Atiga

Of Nielsen Colley Associates of Charlotte, NC each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Resolved: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

Resolved: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

In witness whereof, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of August, 2017.

The Hanover Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James A. Kavanaugh, Vice President

The Commonwealth of Massachusetts
County of Worcester

On this 8th day of August, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

Diane J. Marko
Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of March, 2018

Certified Copy

Theodore G. Martinez, Vice President
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gallo Thomas Insurance
117 Metro Center Boulevard
Suite 1004
Warwick RI 02886

INSPR:
MTG Disposal, LLC
Tel 401-431-2300 / Fax 401-431-0560
PO Box 70
Seekonk MA 02771

COVERAGES

COVERAGE CERTIFICATE NUMBER: 18-19 Maser - ALL

REV. LTR. TYPE OF INSURANCE ADDL. SUBR. INSD. WGD. POLICY NUMBER POLICY EFF. (MM/DD/YYYY) POLICY EXP. (MM/DD/YYYY) LIMITS

A X COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE OCCUR

GLPO1547643-16 4/6/2018 4/6/2019

EACH OCCURRENCE $ 1,000,000

DAMAGE TO RENTED

PREMISES (EA occurrence) $ 300,000

MED EXP (Any one person) $ 15,000

PERSONAL & ADV INJURY $ 1,000,000

GENERAL AGGREGATE $ 2,000,000

PRODUCTS - COMP/POC AGG $ 2,000,000

Add Insd per written contract Included

AUTOMOBILE LIABILITY

A X ANY AUTO

ALL OWNED AUTOS SCHEDULED

AUTOS NON-OWNED AUTOS

MA- MA1547644-16 4/6/2018 4/6/2019

COMB. SINGLE LIMIT

(EA accident) $ 1,000,000

BIODLY INJURY (Per person) $ 1,000,000

BIODLY INJURY (Per accident) $ 1,000,000

PROPERTY DAMAGE

(Per account) $ 1,000,000

SCHEDULED AUTO PHYS. DAMAGE $ACV-3,000 Ded.

B X UMBRELLA LIABILITY

EXCESS LIAB

CLAIMS-MADE

PF013020-03 4/6/2018 4/6/2019

EACH OCCURRENCE $ 4,000,000

AGGREGATE $ 4,000,000

C W WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY Y/N 11/20/2017 11/20/2018

X/E R STATUTE

ER

E.L. EACH ACCIDENT $ 1,000,000

E.L. DISEASE - EA EMPLOYEE $ 1,000,000

E.L. DISEASE - POLICY LIMIT $ 1,000,000

D X Inland Marine

E F Pollution Liability

4034253441 4/6/2018 4/6/2019

Leased/Rented Equipment-ACV $25,000

Specific & Non-owned Sites $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage subject to policy forms, terms and conditions.

CERTIFICATE HOLDER

Town of East Greenwich
Dept. of Public Works
111 Peirce Street
East Greenwich, RI 02818

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Disanto/RMATH

© 1988-2014 ACORD CORPORATION. All rights reserved.
KNOW ALL MEN BY THESE PRESENTS: That MTG Disposal, LLC (hereinafter called the Principal), and The Hanover Insurance Company (hereinafter called the Surety), are held and firmly bound unto Town of East Greenwich (hereinafter called the Obligee), in the full and just sum of Six Hundred Forty Three Thousand Dollars and 00/100 Dollars ($643,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 23rd day of April, 2018, entered into a Contract with the Obligee for Collection and Transportation for Disposal of Residential Solid Waste and Recyclable Materials for a period of 3 years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning September 1, 2018 and ending August 31, 2019. The bond may be extended for additional terms at the option of the Surety, by continuance certificate executed by the Surety. Neither non-renewal nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

2. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the defaults; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.

3. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

Signed and sealed this 30th day of May, 2018.

Principal:

MTG Disposal, LLC

By: [Signature]

Surety:

The Hanover Insurance Company

By: [Signature]

Attorney-in-Fact
Arthur L. Colley

Surety Telephone Number: 704-362-3991
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Arthur L. Colley, Nicole M. Colley and/or Bonnie T. Atkin

Of Nielson, Colley & Associates of Charlotte, NC each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.


IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of August, 2017.

[Signatures]

John C. Roche, EVP and President

James H. Kwiecien, Vice President

THE COMMONWEALTH OF MASSACHUSETTS  )
COUNTY OF WORCESTER  ) ss.

On this 8th day of August, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

[Signature]

Diane J. Marinone, Notary Public

My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of May 2018

[Signature]

Theodore G. Martinez, Vice President

CERTIFIED COPY
Contract Starting September 1, 2018  
FOR THE  
CONVENTIONAL COLLECTION AND TRANSPORTATION  
For the DISPOSAL OF RESIDENTIAL AND MUNICIPAL SOLID WASTE WITH EVERY OTHER WEEK AUTOMATED COLLECTION OF RECYCLABLE MATERIALS for the TOWN OF EAST GREENWICH

FIVE (5) DAY PICK-UP SCHEDULE  
WITH ONE (1) YEAR RENEWABLE PERFORMANCE BOND

Item #1 Weekly Conventional Collection and Transportation for Disposal of Residential and Municipal Solid Waste with Every Other Week Automated Collection of Recyclable Materials—WITH ONE YEAR RENEWABLE PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Year</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>Six Hundred Forty Three Thousand Dollars</td>
<td>$ 643,000.00</td>
</tr>
<tr>
<td>Year Two</td>
<td>Six Hundred Sixty Thousand Dollars</td>
<td>$ 660,000.00</td>
</tr>
<tr>
<td>Year Three</td>
<td>Six Hundred Eighty Thousand Dollars</td>
<td>$ 680,000.00</td>
</tr>
</tbody>
</table>

TOTAL Years 1-3 One Million Nine Hundred Eighty Three Thousand $ 1,923,000.00
### ADDITIONAL ITEMS:

<table>
<thead>
<tr>
<th>Item #2-1</th>
<th>Solid Waste Dumpsters Fixed Price Per dumpster, per pick up (Year #1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Cubic Yard</td>
<td>Twenty Dollars $ 30.00</td>
</tr>
<tr>
<td>4 Cubic Yard</td>
<td>Twenty Eight Dollars $ 38.00</td>
</tr>
<tr>
<td>6 Cubic Yard</td>
<td>Thirty Seven Dollars $ 37.00</td>
</tr>
<tr>
<td>8 Cubic Yard</td>
<td>Forty Two Dollars $ 42.00</td>
</tr>
<tr>
<td>10 Cubic Yard</td>
<td>Fifty Dollars $ 50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #2-2</th>
<th>Solid Waste Dumpsters Fixed Price Per dumpster, per pick up (Year #2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Cubic Yard</td>
<td>Twenty Two Dollars $ 32.00</td>
</tr>
<tr>
<td>4 Cubic Yard</td>
<td>Thirty Dollars $ 30.00</td>
</tr>
<tr>
<td>6 Cubic Yard</td>
<td>Thirty Nine Dollars $ 39.00</td>
</tr>
<tr>
<td>8 Cubic Yard</td>
<td>Forty Four Dollars $ 44.00</td>
</tr>
<tr>
<td>10 Cubic Yard</td>
<td>Fifty Two Dollars $ 52.00</td>
</tr>
<tr>
<td>Item #2-3</td>
<td>Solid Waste Dumpsters Fixed Price Per dumpster, per pick up (Year #3)</td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>2 Cubic Yard</td>
<td>Twenty Four Dollars $ 24.00</td>
</tr>
<tr>
<td>4 Cubic Yard</td>
<td>Thirty Two Dollars $ 32.00</td>
</tr>
<tr>
<td>6 Cubic Yard</td>
<td>Forty One Dollars $ 41.00</td>
</tr>
<tr>
<td>8 Cubic Yard</td>
<td>Forty Six Dollars $ 46.00</td>
</tr>
<tr>
<td>10 Cubic Yard</td>
<td>Fifty Four Dollars $ 54.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #3-1</th>
<th>Cardboard Recycle Dumpster Fixed Price per dumpster, per pick up (Year #1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Cubic Yard</td>
<td>Twenty Two Dollars $ 22.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #3-2</th>
<th>Cardboard Recycle Dumpster Fixed Price per dumpster, per pick up (Year #2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Cubic Yard</td>
<td>Twenty Three Dollars $ 23.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #3-3</th>
<th>Cardboard Recycle Dumpster Fixed Price per dumpster, per pick up (Year #3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Cubic Yard</td>
<td>Twenty Four Dollars $ 24.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #5</th>
<th>Additional Yard Waste Pick-up for Complete weekly Route. (Per week servicing all residents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per weekly Pick-up</td>
<td>Four Thousand Four Hundred Dollars $ 4,400.00</td>
</tr>
<tr>
<td>Item #6</td>
<td>Additional Daily and Weekly Cost for a Compactor Truck or Recycling Truck Fully Staffed for Collection Operations</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Compactor Truck</strong></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td><strong>ONE THOUSAND, ONE HUNDRED DOLLARS</strong> $1,100.00</td>
</tr>
<tr>
<td>Weekly Rate</td>
<td><strong>FIVE THOUSAND, FIVE HUNDRED DOLLARS</strong> $5,500.00</td>
</tr>
<tr>
<td><strong>Recycling Truck</strong></td>
<td></td>
</tr>
<tr>
<td>Daily Rate</td>
<td><strong>ONE THOUSAND, ONE HUNDRED DOLLARS</strong> $1,100.00</td>
</tr>
<tr>
<td>Weekly Rate</td>
<td><strong>FIVE THOUSAND, FIVE HUNDRED DOLLARS</strong> $5,500.00</td>
</tr>
</tbody>
</table>
I CERTIFY THAT MY BID CONFORMS TO THE SPECIFICATIONS (SELECT ONE)

YES ✔ NO

ADDENDA RECEIVED: YES ✔ NO

ADDENDA NUMBER: ADDENDUM 'A'

ADDENDA RECEIVED: YES NO

ADDENDA NUMBER:

ADDENDA RECEIVED: YES NO

ADDENDA NUMBER:

ADDENDA RECEIVED: YES NO

ADDENDA NUMBER:

Proponent: MTG DISPOSAL, LLC

By: MATT MEGA, GENERAL MANAGER

Principal Office
Address: 300 WAMPANOG TRAIL
           EAST PROVIDENCE, RI 02915
           (City/Town) (State) (Zip Code)
           PROVIDENCE

Telephone #: (866) 4620-6342
Fax #: (800) 574-8466

SEAL
Addendum ‘A’

Revisions to the March 2018 Contract Documentations and Specifications for The Collection and Transportation for the Disposal of Solid Waste and Recyclable Materials:

3.01 TOWN and FIRE SERVICE PROVIDED
b) The Contractor shall empty the trash receptacles mounted on poles along both sides of Main Street from Division Street to First Avenue. The receptacles shall be emptied Monday through Friday before 8:00 AM, excluding holidays. This trash can be mixed with the regular curbside trash pickup.

3.042 MATTRESSES AND BOX SPRINGS

The Contractor must provide for no less than once per month collection of acceptable mattresses and box springs for recycling from those residences that have contacted the Town/Contractor and requested collection service no later than 72 hours before the scheduled collection day. The Contractor shall transport all acceptable mattresses and box springs to a town designated area within the town. Changes may be allowed under certain circumstances at the Town’s discretion. Unacceptable mattresses and box springs as defined by the Rhode Island Mattress Recycling Program shall be collected and disposed of during bulky waste collections.

16.00 TERMINATION

The Town may terminate the contract with 120 days’ notice if the State of Rhode Island, RIDEM, or any other regulatory agency changes the method of collection and disposal of solid waste and recyclable material in the State of Rhode Island, such as a "bag and tag" program, or if the Contractor fails to maintain any of the provisions of the contract documents or specifications. If the contract requires modifications due to regulatory changes, the Town may renegotiate those items with the Contractor without terminating the contract, at the Town’s discretion.
PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE:

1) Proposed Subcontractor: **NONE**
   
   Business Address: ____________________________
   
   Description of Work: ____________________________

2) Proposed Subcontractor: ____________________________
   
   Business Address: ____________________________
   
   Description of Work: ____________________________

3) Proposed Subcontractor: ____________________________
   
   Business Address: ____________________________
   
   Description of Work: ____________________________

(Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER: **MTG Disposal, LLC**

BY: [Signature]

MATT MEAG (SIGNATURE AND TITLE) GENERAL MANAGER
SECTION 00300
BID FORM: Part 3

EXPERIENCE SHEET

This "Experience Sheet" will be completed by each Bidder. Any Bid submitted without a fully completed "Experience Sheet" may be rejected by the owner. If additional space is needed then add sheets.

1. Have you ever failed to complete any work/contract awarded to you? If so, please explain.  
   No

2. Do you have any outstanding contract or warranty work with the Town/Schools of East Greenwich or any other towns/schools? If so, please explain.
   All current municipal work is performed in a timely manner.

3. All similar work/contracts to this project that your company has completed within the last three (3) years:

   TYPE OF WORK | CONTRACT AMOUNT | DATE COMPLETED | NAME & ADDRESS OF OWNER/REFERENCE

   Please see attached municipal contract list.
CONTRACT

For the Collection and Transportation for the Disposal of Solid Waste and Recyclable Materials

THIS CONTRACT, made and entered into this 27 day of SUM 2019, by and between the Town of East Greenwich, Rhode Island (Hereinafter called the "Town"), and MTG DISPOSAL, LLC (hereinafter called "Contractor").

WITNESSETH

WHEREAS, the Contractor did on the day of March, 2019, submit a Proposal to provide for the Collection and Transportation for the Disposal of solid waste and recyclable materials within the Town and to perform such work as may be incidental thereto Solid Waste and recyclable materials.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Collection and Disposal of solid waste and recyclable material services as specified and to perform all of the work called for and described in the Contract Documents.

2. The Contract Documents shall include the following documents and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract:

   a. The Request for Proposals
   b. The Instructions to Proponents
   c. The Contractor's Proposal
   d. The General Specifications
   e. The resolution of the Town ordering or authorizing the work and services contemplated herein.
   f. The Performance Bond and Insurance Certificates
   g. This instrument
   h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be reasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:

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a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies and bonds specified in, and required by the Contract Documents.

b. Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation strike, fire, accident, act of God or similar or different contingency beyond the reasonable control of the Contractor.

C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or un-enforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Town Hall as of this 27th day of June 2017.

TOWN OF EAST GREENWICH, RHODE ISLAND
By

Mayor

SEAL of the Town of
EAST GREENWICH,
Rhode Island

ATTEST:

Secretary

Town Clerk

SEAL

“Contractor”

Contractor Representative
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _______________________________ (hereinafter called "Principal"), as Principal, and _______________________________ a corporation organized and existing under the laws of State of Rhode Island and authorized to transact business in the State of Rhode Island (hereinafter called "Surety"), as Surety, are held firmly bound unto _______________________________ (hereinafter called "Obligee"), as Obligee, in the penal sum of _______________________________ Dollars ($__________________), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the __________ day of ____________________ 201__, for the Collection and Disposal of Solid Waste and Recyclable Materials, which Contract is hereby referred to a made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform the Contract on their part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that they may suffer by reason of the failure so to do, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this _______________________________ day of ____________________ 201__.

SEAL

PRINCIPAL
By _______________________________

SEAL

SURETY
By _______________________________

Please see enclosed Bid Bond.
REQUEST FOR PROPOSALS FOR
THE COLLECTION AND TRANSPORTATION FOR
DISPOSAL OF RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS

TOWN OF EAST GREENWICH

Sealed Proposals are invited and will be received by the Town of East Greenwich for the collection and transportation for disposal of solid waste and recyclable materials for said Town. Proposals must be made on the Proposal Forms and in accordance with instructions to Proponents furnished by the office of the Department of Public Works (the "Department").

A mandatory pre-bid conference will be held on **Thursday, March 8, 2018 at 2:00 P.M.** prevailing time in the Town Council Chambers, Town Hall, 125 Main Street, East Greenwich, RI.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

Proposals must be made upon forms published by the Department of Public Works. The Department will furnish copies of the Contract Documents and form of Contract to prospective Proponents.

Proposals must be delivered to, and be on file with, the Town Manager at the office of the Town Clerk on or before **Thursday, March 22, 2018, 2:00 P.M.** The envelope containing the Proposal must be sealed and plainly marked "Proposal for Collection and Transportation for Disposal of Residential Solid Waste and Recyclable Materials.”

Proposals will be publicly opened and read by the Town Manager or his designee at 2:00 P.M. on the aforementioned date in the Town Council Chambers, East Greenwich Town Hall, 125 Main Street, East Greenwich, RI, 02818.

A Proposal bond or certified check along with insurance certificates must accompany the Proposal, in accordance with the instructions to Proponents.

The Town of East Greenwich acting through its Town Manager, reserves the right to independently reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make award in any manner, consistent with law, deemed to be in the interest of the Town of East Greenwich.

The Town of East Greenwich is soliciting written proposals from qualified private contractors to provide collection and transportation for the disposal of residential waste and recyclable materials.
This Request for Proposals (RFP) is set up in the following manner:

For the collection, transportation and disposal of residential and municipal solid waste and recyclable materials for the Town of East Greenwich. The proposal is based upon a three (3) year contract with up to two (2) additional one (1) year optional years. The Town is requesting proposals based a start date of September 1, 2018. The proposal shall include a performance bond for each service year, renewable yearly. The Town is requesting proposals for a five (5) day pick-up schedule.

The RFP includes performance standards for each service to ensure that the contractor fulfills basic requirements and provides quality service regardless of the method proposed to provide the services.

The Town is requesting proposals from contractors for conventional collection of solid waste and automated collection of recyclable materials. Contractors must submit proposals for all collection options.

For additional Information concerning the Town services, please contact: The Department of Public Works, 111 Peirce Street, East Greenwich, Rhode Island, 02818, or call (401) 886-8620 or (401)886-8621.
INSTRUCTIONS TO PROONENTS
The Collection and Disposal of Residential and Municipal Solid Waste and Recyclable Materials

1. RECEIPT AND OPENING OF PROPOSALS

The Town of East Greenwich (the "Town") invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received by the Town Manager at the office of the Town Clerk in the Town Hall until 2:00 p.m. March 22, 2018 and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to the Town Manager, Town of East Greenwich, 125 Main Street, East Greenwich, RI, 02818, and plainly marked "Proposal for the Collection and Disposal of Residential and Municipal Solid Waste and Recyclable Materials, East Greenwich, Rhode Island."

2. PREPARATION OF THE PROPOSAL

All proposals shall be made on the Contractor's Proposal Form attached hereto and shall give the bid amounts for the proposed work in both words and figures and must be signed by the Contractor as Proponent. Additional copies of the Proposal Form may be obtained from the Town. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full Ink or typewritten, in both words and figures.

In case of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of items at the unit prices, the sum as written out in words in the Proposal Form shall govern and any errors found in said products, and in the addition, will be corrected.

Each Proposal, together with the appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, its address, and plainly marked "Proposal for Collection and Transportation for the Disposal of Residential and Municipal Solid Waste and Recyclable Materials". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town may consider as Irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.
3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a certified check from the Proponent, drawn on a national bank or insurance company approved by the R. I. Department of Business Regulation, in an amount equal to five percent (5%) of the first year's bid as a guarantee on the part of the Proponent that it will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Town and the selected Proponent), to do the work covered by each Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Town and the selected Proponent have executed the Contract, or, if no Proponent's Proposal has been selected within thirty (30) days after the date of the opening of Proposals, upon demand of the Proponent at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

If contractor submits multiple bids the five percent (5%) security shall be based on the bid with the highest cost.

Each Proposal must also be accompanied by a certificate of Insurance evidencing the coverage's set forth in Section 11.00 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Town to the Proponent by certified mail, return receipt requested.

The Proponent to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract on the form attached hereto (or such form as may be mutually agreed upon by the Town and the selected Proponent) and to furnish insurance certificates, all as required. In case of a Proponents refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Proponent will be considered to have abandoned all rights and Interests in the award, and Proponent's proposal security may be declared forfeited to the Town as liquidated damages and the award may then be made to the next best qualified Proponent or the work re-advertised for Proposals as the Town may elect. Such forfeited security shall be sole remedy of the Town.

5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the Town stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Proponent. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.
The successful Proponent will be required to furnish a performance bond as security for the faithful performance of this Contract, see Section 12.00. Said performance bond must be in the amount indicated in Section 12.00 of the General Specifications with corporate surety. Each Proponent shall submit a proposal and one (1) year renewable performance bond with corporate surety. The one (1) year proposal shall include evidence of security that will be granted to the Town to ensure renewal of the performance bond with corporate surety.

The Contractor shall supply the Town with the required performance bond within sixty (60) days of the expiration of the contract of every contract year. Failure to do so will result in a credit to the Town in the amount equal to one month of the contract amount and shall continue on a monthly basis, until the bonds are delivered and paid in full.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The Town requires a minimum of thirty (30) days notice upon cancellation of the performance bond by the surety.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Proponent shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proponents shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Proponent will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to their Proposal or to the Contract. The Town shall make all such documents available to the Proponents.

The Proponent shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Proponent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be
performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proponent shall be requested of the Town in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the Town Manager. Any verbal statements regarding same by any person prior to the award shall be un-authoritative and not binding.

Addenda issued to Proponents prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental Instructions will be in the form of written Addenda, which if issued, shall be mailed by certified mail, return receipt requested, to all prospective Proponents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals or shall be distributed at the pre-bid conference. If the addenda are distributed at the pre-bid conference, the Town will require a signed confirmation from each attendee that the addenda were received.

10. NAME, ADDRESS AND LEGAL STATUS OF THE PROPOINTER

The Proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proponent shall give full names of all partners. Partnership and individual Proponents will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proponent, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entitles, each member of the joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.
11. COMPETENCY OF PROONENT

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The Town reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualification, or from other sources.

The Town shall require submission with the Proposal shall not be construed as an acceptance of the Proponent as a qualified responsible Proponent. The Proponent will be required to furnish the following information:

(a) An itemized list of the Proponent's equipment required and available for use on the Contract. In addition, itemized list of equipment Proponent intends to purchase for use on the Contract. Note paragraph 4.05 General Specifications.

(b) Evidence that the Proponent is in good standing under the laws of the State of Rhode Island, and, in the case of corporations organized under the laws of any other State, evidence that the Proponent is licensed to do business and in good standing under the laws of the State of Rhode Island or sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event the Town shall require additional certified supporting data regarding the qualifications of the Proponent in order to determine whether they are a qualified responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath.

(a) Evidence that the Proponent is capable of commencing performance as required in the Contract Documents.

(b) Evidence, in form and substance satisfactory to Town that the Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.

(c) Evidence, in form and substance satisfactory to Town that the Proponent's experience as a going concern in waste and recycling collection and transportation for disposal derives from operations of comparable size to that contemplate by the Contract Documents.

(d) Such additional information as will satisfy the Town that the Proponent is adequately prepared to fulfill the Contract.

The Proponent may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.
12. DISQUALIFICATIONS OF PROPOUNENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proponent and the rejection of Its Proposal:

(a) Evidence of collusion among Proponents.

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted and known by the Town.

(d) Default on a previous municipal contract for failure to perform.

13. BASIS OF THE PROPOSAL

Proposals for solid waste and recycling collection and transportation for disposal are solicited on the basis of a lump sum basis for all work. Proposals will be compared on the basis of the summation of the rates proposed. The rates, as written out in the words in the Proposal, shall govern and any errors found will be corrected. The Town reserves the right to accept or reject all or any portions or combinations thereof.

The Town has entered into a Solid Waste and Recycling Agreement with Rhode Island Resource Corporation (RIRRC). The agreement requires that the Town’s private contractor transport the Town’s municipal solid waste (MSW), including segregated solid waste and recyclable materials, to the RIRRC facility in Johnston, R.I. and abide by the terms of the agreement.

The town’s current Agreement with RIRRC is attached with this bid document as Exhibit B.
14. EXISTING CONDITIONS

The Town currently has approximately 89 locally maintained road miles and 178 lane miles.

The Town has compiled the information below based upon the latest census data and journal logs from the Rhode Island Resource Recovery Corporation.

The 2010 census indicated the following:

Population 13,146

# Units in structure
One unit 4,050
Two to four 180

It is estimated that 20 new residential units are anticipated to be constructed each year during the course of this contract. The Contractor will be required to service any newly constructed residential units meeting the criteria for collection at no additional cost to the Town during the term of this Contract.

In addition, all municipal buildings and facilities, including public schools, as specified herein will be serviced under this Contract.

The FY 2018 Municipal Cap (in tons) is as follows: 3966
The FY 2018 Leaf & Yard Waste Cap (in tons) is as follows: 335
The Municipal Cap is adjusted yearly by the Rhode Island Resource Recovery Corporation (RIRRC)

History of Collection for each calendar year January 1 to December 31 in tons

<table>
<thead>
<tr>
<th></th>
<th>CY 2014</th>
<th>CY 2015</th>
<th>CY 2016</th>
<th>CY 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Municipal Waste</td>
<td>3,773</td>
<td>3,883</td>
<td>3,769</td>
<td>4,084</td>
</tr>
<tr>
<td>Total Municipal Recycling</td>
<td>1,668</td>
<td>1,650</td>
<td>1,688</td>
<td>1,594</td>
</tr>
<tr>
<td>Yard Waste</td>
<td>729</td>
<td>741</td>
<td>877</td>
<td>930</td>
</tr>
<tr>
<td>Christmas Trees (estimated)</td>
<td>20</td>
<td>25</td>
<td>21</td>
<td>22</td>
</tr>
</tbody>
</table>

- Based upon Rhode Island Resource Recovery Corporation Journals

The Town cannot authenticate the above numbers, however the Contractor must make every reasonable effort to assess the number of residential units for collection.

The current five day (Monday through Friday) route schedule is attached in Exhibit A.

The Town requires collecting all waste and recyclable material in Town on a five day (Monday thru Friday) schedule. Every residence and other designated location to be collected shall be
serviced at least once every week for waste, and every other week for recyclable materials during the collection schedule.

15. METHOD OF AWARD

The Town Council will make the award to the lowest and best qualified bidder with the recommendation of the Town Manager. In determining the lowest and best qualified bid the Town Council will consider factors besides price.

These factors shall include, but not be limited to:

a) Local firms having their principal place of business within the Town limits shall be given due consideration, all things being equal in the Proposal;

b) Experience and reputation of the bidder

c) Previous dealings which the bidder has had with the Town and the quality and adaptability

d) Demonstrated experience in the type of work required.

e) Record of firm in accomplishing work on other, similar projects in required time frame.

f) Quality of work performed previously by the firm for the Town of East Greenwich, if any.

g) Professional background, experience and expertise of the principals and potential Project Managers.

h) Recent experience showing accuracy of cost estimates.

i) Community relations, including evidence of sensitivity to citizen concerns.

j) Basic fees to be charged for the various categories of services.

k) The quality and adaptability of the supplies or contractual services which are proposed for the particular use required.

l) Financial capacity to perform all phases of the work required in the Contract Documents.

The Town reserves the right not to accept any Proposal or to reject any or all Proposals, and to defects or Irregularities in any Proposal. In particular, any alteration, erasure or Inter-lineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the Town. The Town intends that the Contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read and shall have a start date of September 1, 2018.
## COLLECTION AND TRANSPORTATION
FOR DISPOSAL OF RESIDENTIAL AND MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIAL

### GENERAL SPECIFICATIONS

1.00  DEFINITIONS

| 1.01  | Bags            |
| 1.02  | Bulky Waste     |
| 1.03  | Bundle          |
| 1.04  | Condominium     |
| 1.05  | Construction Debris |
| 1.06  | Container       |
| 1.07  | Contract Documents |
| 1.08  | Contractor      |
| 1.09  | Corporation     |
| 1.10  | Dead Animals    |
| 1.11  | Disposal Site   |
| 1.12  | Dumpster        |
| 1.13  | Garbage         |
| 1.14  | Hazardous Waste |
| 1.15  | HDPE            |
| 1.16  | Heavy Trash     |
| 1.17  | Municipal Recovery Facility |
| 1.18  | Municipal Recovery Program |
| 1.19  | PETE            |
| 1.20  | Producer        |
| 1.21  | Recyclable Material |
| 1.22  | Residential Refuse |
| 1.23  | Residential Unit |
| 1.24  | School          |
| 1.25  | Solid Waste     |
| 1.26  | Town            |
| 1.27  | White Goods     |
| 1.28  | Yard Waste      |
| 1.29  | Yard Waste Bag  |
| 1.30  | Toters          |

2.00  SCOPE OF WORK

| 2.01  | Residential and Municipal Solid Waste |
| 2.02  | Recycling        |
3.00 TYPE OF COLLECTION
   3.01 Town Service Provided
   3.01(a) School Service Provided
   3.02 Location of Containers, Bags and Bundles for Collection
   3.03 Number of Containers
   3.04 Heavy Trash Collection
   3.041 White Goods
   3.05 Yard Waste Collection
   3.052 Christmas Tree Collection
   3.06 Additional Dumpster

4.00 OPERATION
   4.01 Hours of Operation
   4.02 Routes of Collection
   4.021 Optional Collection Schedule
   4.03 Holidays
   4.04 Complaints and Reports
   4.05 Collection Equipment and Inspection
   4.051 Personnel Regulations
   4.06 Office
   4.07 Disposal and Clean-up
   4.08 Advertising Notification and News Releases
   4.09 Data Collection
   4.10 Point of Contact
   4.11 Commercial, Condominium and Industrial Refuse

5.00 COMPLIANCE WITH LAWS

6.00 EFFECTIVE DATE

7.00 NONDISCRIMINATION

8.00 INDEMNITY

9.00 LICENSES AND TAXES

10.00 TERM

11.00 INSURANCE

12.00 BOND
   12.01 Performance Bond
   12.02 Power of Attorney
13.00 BASIS AND METHOD OF PAYMENT
   13.01 Government Regulation
   13.02 Delinquent and Closed Accounts
   13.03 Contractor Billings to Town

14.00 TRANSFERABILITY OF CONTRACT

15.00 EXCLUSIVE CONTRACT

16.0 TERMINATION

17.0 RHODE ISLAND LAW AND FORUM

18.0 PROJECT MANAGER

19.0 MAINTENANCE OF RECORDS AND AUDIT OF PAYMENTS
   CONTRACTS-TOWN AND SCHOOL
   PERFORMANCE BOND
   TYPICAL ADVERTISEMENT SAMPLES

20.0 FUEL ADJUSTMENT
1.0 DEFINITIONS

1.01 BAGS - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.02 BULKY WASTE - Includes but not limited to small appliances, furniture, miscellaneous large household items, and other waste materials other than Construction Debris, Dead Animals, Refrigerators, Air-Conditioners or Hazardous waste.

1.03 BUNDLE - Solid Waste or Recyclable Material securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. in weight.

1.04 CONDOMINIUM - All single or multi-unit condominium dwellings, excluding the 96-unit pre-ordination Pine Glen condominium.

1.05 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.06 CONTAINER - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of the Container and its contents shall not exceed 75 pounds.

1.07 CONTRACT DOCUMENTS - The Request for Proposals, Instructions to Proponents, Contractor's Proposal, and General Specifications, the Contract Performance Bond and any addenda or charges to the foregoing documents agreed to by the Town and the Contractor.

1.08 CONTRACTOR - The person, corporation or partnership performing refuse and recycling collection and transportation for disposal under contract with the Town.

1.09 DEAD ANIMALS - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use or consumption.

1.10 DISPOSAL SITE - Rhode Island Resource Recovery Corporation (RIRRC), Johnston, Rhode Island, or other designated location.

1.11 DUMPSTER - A receptacle with a capacity equal to or greater than 2 cubic yards.
1.12 GARBAGE - Accumulation of waste (animal, vegetable, and/or other matter), that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter.

1.13 HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, freon, liquid oil-based paint, and antifreeze.

1.14 HDPE – Acronym for “High Density Polyethylene Plastics” labeled with a #2 recycling symbol in accordance with standards established by the plastics industry.

1.15 HEAVY TRASH - All material as described as bulky waste, except rocks, junk, automobiles, auto parts, trees, tree stumps, yard waste and items not accepted for normal trash collection.

1.16 MATERIALS RECOVERY FACILITY OR MRF – The facility consisting of structures, machinery, or devices utilized to sort, bale, or otherwise process source-segregated recyclables, prior to conveyance to market outlets.

1.17 MUNICIPAL RECYCLING PROGRAM – A recycling program for the separation of municipal solid waste as included in the implementation schedule and approved by the Department pursuant to these regulations.

1.18 PETE – Acronym for “Polyethylene Terephthalate Plastics” labeled with a #1 recycling symbol in accordance with standards established by the plastics industry.

1.19 PRODUCER - An occupant of a Residential Unit, Municipal Building or School Facility who generates Solid Waste, Recyclable Material and Residential Solid Waste.
1.20 RECYCLABLE MATERIALS – Recyclable materials shall be designated by the Rhode Island Resource Recovery Corporation (RIRRC) recycling requirements recyclables list, which may be amended periodically. The current recyclables list includes but not limited to the following:

a. GLASS - rinsed whole food bottles and jars ONLY. NO cooking ware, plate glass, safety glass, light bulbs, ceramics or non-glass materials.

b. TIN CANS - empty steel and tin-coated steel cans

c. ALUMINUM - reasonably clean aluminum cans, containers and foil

d. PLASTICS - All plastic containers up to 2 gallons, disregarding the number and triangle label. NO containers of petroleum based products.

e. DRINK CARTONS - reasonably clean milk & juice cartons, drink boxes

f. CARDBOARD - boxes & other flat corrugated cardboard flattened 3' square or less and tied with string.

g. BOXBOARD - thin cardboard such as cereal, shoe, cookie, or pasta boxes flattened in the green container.

h. MIXED PAPER - mail, envelopes, magazines, catalogs, writing paper, phone books, paperbacks, paper bags, wrapping and tissue paper, newspaper.

1.21 RESIDENTIAL REFUSE - All Garbage and Rubbish generated by a Producer at a Residential Unit. Not Included as Residential Refuse is any Recyclable Waste.

1.22 RESIDENTIAL UNIT - A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. This includes the 96-unit pre-ordination Pine Glen condominiums. No other condominium units apply.

1.23 RIRRC – Means the Rhode Island Resource Recovery Corporation, previously known as the Rhode Island Solid Waste Management Corporation.

1.24 SCHOOL – The East Greenwich School Department acting through the East Greenwich Superintendent of Schools.

1.25 SOLID WASTE – Garbage, refuse and other discarded materials generated by residential sources and municipal sources, but does not include solids or dissolved material in domestic sewerage or sewerage
sludge, nor does it include hazardous waste as defined in the hazardous waste management act, Section 23-19.1-4(4) of the General Laws, as amended, nor does it include used asphalt, concrete, Portland concrete cement, or tree stumps. Solid Waste shall also include non-hazardous liquid, semi-solid and containerized gaseous waste, subject to any special conditions of the Office of Waste Management’s “Rules and Regulations for Solid Waste Management Facilities”.

1.26 TOWN – The Town of East Greenwich acting through its Town Manager.

1.27 WHITE GOODS – Washing machines, clothes dryers, cooking stoves, water heaters, refrigerators, freezers, and other items designated by the Director of Public Works to have similar recyclable properties.

1.28 YARD WASTE – Organic material such as but not limited to leaves, grass clippings, weeds, hedge clippings, brush and branches two (2) inch in diameter or less and other small vegetative material such that may be naturally biodegradable. All brush and branches shall be tied together and in lengths no greater than four (4) feet.

1.29 YARD WASTE BAGS - A brown paper bag designed for yard waste to store yard waste, of thirty (30) gallons in capacity, with standard dimensions of 16"x 12" x 35" as per the specifications set by the Town of East Greenwich.

1.30 Toters: To be used with automated collection system shall consist of optional ninety-five or sixty-five gallon wheeled toter from each dwelling unit.
2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

The Town is requesting proposals from contractors for conventional collection and transportation for the disposal of residential and municipal solid waste.

The Town is also requesting proposals from contractors for automated collection and transportation for the disposal of residential and municipal recyclable materials.

For Automated services the Town is requesting proposals for every other week collection and transportation of recyclable materials.

The contractor shall bid all collection services. The contractor shall supply the Town with Solid Waste, Recycle Material, Bulky Waste, Yard Waste and White Goods/Metal collection services.

For conventional collection services the contractor shall supply all required dumpsters for the Town facilities, Fire Stations, and the School Department facilities as described within.

The Contractor shall empty the trash receptacles mounted on poles along both sides of Main Street from Division Street to First Avenue as further described in section 3.01.1b.

The Contractor shall provide collection of Recyclable Materials from businesses on Main Street between Division Street and First Avenue.

The Contractor shall provide segregated yard waste collection as further described in section 3.05 of the general specifications.

The Contractor shall provide Christmas tree collection during two (2) full weeks in January of every contract year.

The Contractor shall provide collection of White Goods/Metals once monthly on the third Saturday of every month as further described in section 3.041.

The Contractor shall service the following municipal facilities and schools for solid waste and recycling collection.

a) Swift Community Center Building (111 Peirce Street)
b) East Greenwich School Administrative Offices/ Department of Public Works (111 Peirce Street)
c) East Greenwich Police Station (176 First Avenue)
d) East Greenwich Town Hall (125 Main Street)
e) East Greenwich Highway Garage (Bear Swamp Road)
f) East Greenwich High School (Avenger Drive)
g) Meadowbrook School (Chestnut Drive)
h) Hanaford School (Middle Road)
i) Frenchtown School (Frenchtown Road)
j) Eldredge School (First Avenue)
k) Cole Middle School (Cedar Avenue)
l) Fire Station 1 (284 Main St)
m) Fire Station 2 (1180 Frenchtown Road)

2.01 RESIDENTIAL AND MUNICIPAL SOLID WASTE – To collect and remove residential and municipal rubbish, all swill, house offal, garbage, and bulk household rubbish, separate and apart from all recyclable materials as established by ordinance, once per week, from the premises at curb line or other designated location of each owner and occupant of dwelling houses, and apartment houses not exceeding four units, municipal facilities, and the pre-ordinance 96-unit Pine Glen Condominiums. All solid waste also shall be collected and removed from the premises of the Town, Fire, and School facilities listed within as per the schedule listed within.

The Town is requesting proposals for conventional solid waste collection services.

a) Bulky Waste rubbish shall be considered to mean all miscellaneous large household items and articles including, but not limited to mattresses, box springs, furniture, etc., small or large articles of furniture, dismantled swing sets and pipe in bundled short lengths no greater than four (4) feet and, and heavy articles placed in small durable containers, each of a size so that they can be lifted by one man, shall also be collected.

b) Cost of transporting said Town of East Greenwich collected residential and municipal solid waste shall be the responsibility of the Contractor. The Town shall designate approved disposal areas, and shall be responsible for payment of disposal fees from these approved disposal sites only.

c) The Contractor shall collect and dispose of solid waste from each residential and municipal facility a minimum of once per week within the Town limits in accordance with a schedule submitted by the Contractor and approved by the Town. School facilities will require multiple pick ups as further described in section 3.01(a) of the general specifications. Solid waste shall be placed at the curbside by 7 a.m. on the designated collection day or days.

d) The Contractor shall leave at the point of collection any reusable receptacles and any protective covers used to hold solid waste. Protective covers shall be placed back on the top of reusable receptacles. The Contractor shall be responsible for any damage caused to reusable receptacles and protective covers by the Contractor. Contractor shall not be responsible for damage resulting from weather or normal wear and tear.

e) Co-mingling of trash shall not be allowed.

f) Collection of bulk rubbish, appliances, yard waste of industries or commercial establishments and debris from large remodeling or any building construction operations or demolition of buildings is not allowed.
2.02 RECYCLING – The Town of East Greenwich (Town) and the East Greenwich School Department (School) wishes to reduce the amount of wastes sent for permanent disposal to Rhode Island Resource Recovery Corporation (RIRRC) by offering collection services to single family through four-unit, the 96-unit Pine Glen Condominiums, Municipal Facilities, and businesses on Main Street between Division Street and First Avenue. The Contractor shall be required to collect recyclable materials through single stream recycling.

The Town is requesting proposals for automated collection services. Automated collection services are described as a system of collecting recyclable materials by means of a special truck, equipped with a mechanical/robotic arm. The arm automatically lifts and empties special containers called “toters”, without the driver having to leave the cab of the truck. The arm then places the “toter” back to its original location.

The features of this program are:

The Rhode Island curbside recycling program is summarized below.

a) Participation and Materials. Residents and municipal facilities will be required to place mixed recyclables consisting of aluminum and steel cans, glass bottles and jars, plastic beverage containers, newspaper and other materials listed under the definition of Recyclable Materials in front of their homes on a specific day of the week. Each resident will be provided with a specified recycling container(s) or toter(s) in which recyclable materials will be placed, at curbside.

b) Every Other Week automated collection services recycling toters shall be picked up by the contractor every other week on the regular scheduled pick up day.

The Contractor shall pick up the material set out for collection. Materials to be picked up and delivered to the Rhode Island Resource Recovery Corporation (RIRRC) Materials Recovery Facility (MRF) include those described in the definition for recyclable material. The Contractor shall be required to collect recyclable materials through single stream recycling.

The Contractor shall also collect Transport and Dispose of Recyclable Materials from businesses on Main Street between Division Street and First Avenue. This every other week collection service shall take place on the regular scheduled pick up day between the hours of 7:00AM and 8:00AM.

c) Ownership of Recyclable Materials. All recyclable materials placed for collection shall be owned by and be the responsibility of the Town upon immediate placement at curbside. The Contractor is responsible for transporting collected materials to the RIRRC Materials Recovery Facility (MRF) in Johnston, R. I. for recycling. Any non-recyclable material collected shall be disposed of by and at
the expense of the Contractor in accordance with state and local laws, rules and regulations.

d) Recycle Containers. The Contractor shall leave at the point of collection any reusable containers/toters and any protective covers used to keep material dry. The Contractor shall be responsible for any damage caused to reusable containers/toters and protective covers by the Contractor.

e) Improperly Prepared Recyclable Materials. When the Contractor’s crews encounter improperly prepared materials or non-recyclable items, they must follow this procedure:

For the first and second occurrence, the collector shall pick up all recyclable materials except those contaminated by putrescibles or those which cannot be conveniently retrieved from the reusable container. Improperly sorted materials or contaminated materials will be left in the reusable containers or temporarily removed and returned to the reusable container. The collector shall leave a Town-provided form in the container. The form will notify the resident that material has not been properly separated, inform the resident how to separate properly, and provide information on how to contact the Town for further information.

2.03 The Contractor shall supply a record of violations to the Town. It shall be the responsibility of the Town to contact residents who repeatedly place improperly sorted material at the curb to encourage them to properly sort materials.

a) Non-Participation. The Contractor is responsible for identifying residents who are consistently failing to separate waste and place recyclable materials at the curb. These will be identified by collection personnel in accordance to procedures noted in the paragraph above. It will be the responsibility of the Town to contact non-participants to encourage them to separate wastes and place recyclable materials at the curb.

b) Promotion. The Town will promote curbside recycling collection service through a variety of methods, including direct mail and news media. The Town will develop and produce promotion materials with advice from the Contractor on content and design. The Contractor will assist in distribution of some materials to the residents as required.
3.00 TYPE OF COLLECTION

3.01 TOWN and FIRE SERVICE PROVIDED

The Contractor shall service the following municipal facilities for solid waste and recycling collection.

1. Dept. of Public Works/ School Administration Office/ Swift Community Ctr. (111 Peirce Street)
2. East Greenwich Police Station (176 First Avenue)
3. East Greenwich Town Hall (125 Main Street)
4. East Greenwich Highway Garage (Bear Swamp Road)
5. Fire Station 1 (284 Main Street)
6. Fire Station 2 (1180 Frenchtown Road)

a) The Town of East Greenwich requires six dumpsters, supplied by the contractor of the sizes listed for collection of solid waste. These containers are located in the following places:

One two (2) yard dumpster: Town Hall (125 Main Street)
One four (4) yard dumpster: East Greenwich Highway Garage (Bear Swamp Road)
One six (6) yard dumpster: Department of Public Works/ Swift Community Ctr./ School Administrative Office (111 Peirce Street)
One four (4) yard dumpster: East Greenwich Police Station (176 First Avenue)
One two (2) yard dumpster: Fire Station 2 (1180 Frenchtown Road)

These dumpsters are to be emptied once per week. The Contractor shall not co-mingle the dumpster solid waste with any other Town waste collection service.

The dumpster collection service shall be separate from the regular refuse collection schedule regardless of collection method. The contractor shall furnish all labor and equipment to collect, remove, transport and dispose of this collected waste. Solid waste collected from dumpsters shall not to be tipped under the Town's account at RIRRC. The contractor shall be responsible for all disposal costs for this waste. The Town shall pay for this service on a per dumpster, per pickup basis. The contractor shall bid a fee for each size dumpster. The Town reserves the right to change the amount and size of dumpsters required as needed.

b) The Contractor shall empty the trash receptacles mounted on poles along both sides of Main Street from Division Street to First Avenue. The receptacles shall be emptied three (3) times per week before 8:00 a.m. The Town at its own discretion shall establish the pickup days. The Town shall pay the tip fee for the refuse collected in the receptacles.
Automated collection services the Contractor shall collect Transport and Dispose of Recyclable Materials for the Town every other week operational basis. All of the containers are 96 or 64 gallon size toters on wheels. The containers are for single stream recycling services.

The estimated quantities of recycling containers are as follows and may be subject to change:

1. Three (3) containers/toters: Department of Public Works/ School Administrative Office (111 Peirce Street)
2. Three (3) containers/toters: Swift Community Center (111 Peirce Street)
3. Three (3) containers/toters: East Greenwich Town Hall (125 Main Street)
4. Three (3) containers/toters: East Greenwich Highway Garage (Bear Swamp Road)
5. Three (3) containers/toters: East Greenwich Police Station (176 First Avenue)
6. Four (4) containers/toters: East Greenwich Fire Station 1 (284 Main Street)
7. Three (3) containers/toters: East Greenwich Fire Station 2 (1180 Frenchtown Road)

3.01(a) SCHOOL DEPARTMENT SERVICES:

Contractor shall provide collection service for the collection of School Facilities Solid Waste and Recyclables for each School Facility according to the schedule set forth below. The location of the dumpsters shall be determined by the School Department as long as proper access for collection is provided to the Contractor.

a) The East Greenwich School Department requires seven (7) dumpsters, supplied by the contractor (sizes indicated below) for the collection of solid waste. These containers are located in the following places:

Two ten (10) yard dumpster: East Greenwich High School (Avenger Drive)
One eight (8) yard dumpster: Meadowbrook School (Chestnut Drive)
One eight (8) yard dumpster: Hanaford School (Middle Road)
One eight (8) yard dumpster: Frenchtown School (Frenchtown Road)
One eight (8) yard dumpster: Eldredge School (First Avenue)
One ten (10) yard dumpster: Cole Middle School (Cedar Avenue)

b) Contractor agrees to service containers (3) three times per week from August 16 to July 1, and on a weekly basis from July 2 to August 15 each year. The Town and the Contractor shall determine the days of pick up to best benefit the Town and the School Department.

c) The dumpster collection service shall be separate from the regular refuse collection schedule. The contractor shall furnish all labor and equipment to collect, remove, transport and dispose of this collected waste. Solid waste collected from dumpsters shall not to be tipped under the Town’s account at RIRRC. The contractor shall be responsible for all disposal costs for this waste. The Town shall pay for this service on a per dumpster, per pickup basis.
The contractor shall bid a fee for each size dumpster. The Town reserves the right to change the amount and size of dumpsters required as needed.

d) The Contractor shall collect Transport and Dispose of Recyclable Materials for the School Department from August 16 to July 1, and an “on call” basis from July 2 to August 15 each year.

Automated collection services the Contractor shall collect Transport and Dispose of Recyclable Materials for the school department on an every other week operational basis. All of the containers are 95 or 65 gallon size toters on wheels. The containers are for single stream recycling services.

The estimated quantities of the recycling containers/toters are as follows and may be subject to change:

Twelve (12) containers/toters: East Greenwich High School (Avenger Drive)
Nine (9) containers/toters: Meadowbrook School (Chestnut Drive)
Ten (10) containers/toters: Hanaford School (Middle Road)
Twelve (12) containers/toters: Frenchtown School (Frenchtown Road)
Eleven (11) containers/toters: Eldredge School (First Avenue)
Thirteen (13) containers/toters: Cole Middle School (Cedar Avenue)

**Cardboard collection:**

e) The East Greenwich School Department requires six (6) dumpsters, supplied by the contractor (sizes indicated below) for the collection of cardboard. These containers are located in the following places:

One eight (8) yard dumpster: East Greenwich High School (Avenger Drive)
One eight (8) yard dumpster: Meadowbrook School (Chestnut Drive)
One eight (8) yard dumpster: Hanaford School (Middle Road)
One eight (8) yard dumpster: Frenchtown School (Frenchtown Road)
One eight (8) yard dumpster: Eldredge School (First Avenue)
One eight (8) yard dumpster: Cole Middle School (Cedar Avenue)

The Town shall pay for this service on a per dumpster, per pickup basis. **The contractor shall be responsible for all disposal costs for this material.** The contractor is responsible for recycling this material at an appropriate recycling facility.

The Contractor shall collect Transport and Dispose of cardboard Materials for the School Department from August 16 to July 1 on a weekly basis, and an “on call” basis from July 2 to August 15 each year.
3.02 LOCATION OF CONTAINERS, BAGS, BUNDLES, BINS AND TOTERS FOR COLLECTION OF SOLID WASTE AND RECYCLABLES

Each Container, Bag, Bundle, Bin and toter shall be placed at the curbside for collection. Curbside refers to the portion of right-of-way adjacent to the paved or traveled Town roadways (including alleys). Containers, Bags, Bundles, Bins and toters shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

3.03 NUMBER OF CONTAINERS

For conventional collection services the Contractor shall collect all the solid waste deposited for collection at every home site without regard to the number of containers placed at curbside.

For Automated recycling collection services the Contractor shall collect only Town designated toters deposited for collection at every required location.

3.04 BULKY WASTE

The contractor shall provide bulky waste collection pick up during the normal collection schedule for all residential units.

For conventional collection services the contractor shall pick up a limit of one item per week per household. The Contractor can collect the material with the regular refuse collection.

The Town shall be responsible for all tipping fees for bulky waste. The contractor shall not co-mingle bulky waste items with waste from any other entity.

3.041 WHITE GOODS/ METALS COLLECTION

The Contractor must provide for no less than once per month collection of White Goods (appliances)/Metals from those residences that have contacted the Town/Contractor and requested collection service no later than 72 hours before the scheduled collection day. The Contractor is responsible for the recycling of the collected White Goods/ Metals and shall bring white goods/ metals to a licensed metals recycling facility. The Contractor is responsible for all costs and arrangements associated with Freon removal pursuant to all state and federal regulations. The Contractor shall provide advertising notice of this pick-up as required in section 4.08. The Contractor shall supply the Town with weight slips for all white goods/ metals collected no later than ten days from the scheduled pick up day. The collection of white goods/metals shall be on the third Saturday of every month.

3.05 YARD WASTE COLLECTION

The Contractor shall provide segregated yard waste collection once per week, from April through the end of May and October 1st through first full week in December of each calendar year; and bi-weekly from June 1st through end of
September of each calendar year at curbside from all residential dwelling situated in the Town. The material collected shall be delivered to a compost facility designated by the Town. The facility may be at the RIRRC, or any other facility located within 25 miles of the corporate boundaries of the Town. The contractor shall not co-mingle yard waste with any other materials. All costs associated with rejected loads due to contamination shall be the responsibility of the contractor.

The Contractor shall provide advertising notice of this pick-up as required in section 4.08. The contractor shall not co-mingle yard waste items with yard waste from any other entity.

3.051 Weather: If inclement weather prevents scheduled yard waste collection service, the Town may cancel the pick up service provided that it has given advance notice to the Contractor. In such cases, a weekly credit for services shall be issued by the Contractor.

The collection shall run concurrent with the solid waste and recycling collection schedule day. Yard waste shall be deposited in paper yard waste bags or bundled pursuant to section 1.28 and 1.29.

3.052 CHRISTMAS TREE COLLECTION

Christmas trees shall be collected by the Contractor during two full weeks in January of every year, as selected by the Town. The trees shall be disposed of at the RIRRC Central Landfill during the free acceptance time period to avoid any tipping fees. Contractor shall provide advertising notice of this pick-up as required in section 4.08.

3.06 DUMPSTERS

The Town or School may require additional two (2), four (4), six (6), eight (8) or ten (10) cubic yard dumpsters. The Contractor shall provide the unit cost to pick up, transport, and disposal of the refuse for each size dumpster as specified. The Town shall pay for this service on a per dumpster, per pickup basis. The contractor shall bid a fee for each size dumpster.

The contractor shall be responsible for all disposal costs for this waste.

4.00 OPERATION

4.01 HOURS OF OPERATION - Collection of solid waste and recyclable material shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor.
4.02 ROUTES OF COLLECTION – The Contractor shall collect solid waste and recyclables in accordance with the current routes and collection schedule. Contractor shall publish at its expense at least once during each calendar year, a map of such collection routes in the East Greenwich Pendulum newspaper. The published map shall be of such size to clearly show all pertinent information.

The Contractor, with the approval of the Town Manager, may request to reorganize the routes. The Contractor shall submit a map designating the collection routes to the Town for their approval. If approved, the recycling collection shall follow the same routing. Upon Town's approval of the proposed changes, the Contractor shall promptly give written and/or published notice to the affected locations in accordance with Town’s requirements. The Contractor shall provide advertising notice of the collection route as required in section 4.08.

The town’s current five day route schedule is attached with this bid document as Exhibit A.

4.021 COLLECTIONS SCHEDULE – The Town is requesting rates for solid waste and recycling collection for a five (5) day (Monday thru Friday) collection schedule. It is required that every residence or other designated location to be serviced shall be collected at least once per collection week and in accordance with these specifications.

a) STORMS AND OTHER DISASTERS - In case of a storm, flood, hurricane or other disaster or other acts of God, the Town shall grant the Contractor reasonable variance from regular schedules and routes.

b) In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor and the Town shall negotiate the amounts to be paid to the Contractor.

4.03 HOLIDAYS – The following shall be holidays for purposes of this Contract:
- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Contractor shall observe the current RIRRC holiday schedule listed above or any future revisions required by the RIRRC and shall suspend collection service on these holidays. This schedule in no manner relieves the Contractor of its
obligation to provide the scheduled solid waste/recycling collection service for the affected week. Should a collection day fall on a holiday, the Contractor agrees to collect the refuse/recycling that he is obligated to pick up on said holiday, by altering his five day work week to include Saturday and shift all collection back one day from the holiday. For example, for a Monday holiday, collection shall be on Tuesday; Tuesday’s collection shall be on Wednesday, and so forth through Friday’s collection, which shall be shifted to Saturday. The contractor is also responsible for required advertising as specified in section 4.09.

4.04 COMPLAINTS AND REPORTS - All complaints shall be made either by the Town to the Contractor, or by a private resident, and each shall be given prompt and courteous attention. In the cases of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste or recyclable material not collected within twenty-four (24) hours after the complaint is received. The contractor shall provide a locally accessed or toll-free telephone number for the use of reporting such complaints. The number shall be published in all public advertisements, mailings or brochures when outlining collection services. The number shall access a responsible qualified employee of the contractor trained to handle pertinent collection questions and collection complaints from 8:30 a.m. to 4:30 p.m. on regular collection days. The contractor shall also maintain a duty telephone for the Town during night-times and weekend hours. The number and name of the responsible person shall be submitted to the Town and available to the Town during these times. The contractor shall notify the Town of any changes to the number or person responsible during these times. All inquiries shall be logged by the contractor, and shall include the name, address, telephone number, nature of the call and method of resolution. A weekly log of all calls and actions taken by the contractor to resolve the issues shall be forwarded by the contractor to the Town by the 15th day of the month following the reports.

4.05 COLLECTION EQUIPMENT AND INSPECTION - The Contractor shall be equipped with a sufficient number of commercial vehicle(s) to perform the stipulated type of services in accordance with the schedule mentioned elsewhere herein. All vehicles used for collection shall be three (3) years old or newer for the beginning of the contract and no older than (6) years for any duration of the contract.

Conventional collection vehicle(s) shall have an enclosed water-proof metal compaction-type body. Further, said vehicles shall be maintained in first class operating condition, kept clean and neat, and disinfected at all times.

Automated recycling collection vehicles are described as special trucks, equipped with a mechanical/robotic arm. The arm automatically lifts and empties special containers called “toters”, without the driver having to leave the cab of the truck. The arm then places the “toter” back to its original location.
The Contractor shall provide a list of all vehicles in service, complete with vehicle identification number, registration and company control numbers and gross vehicle weight.

All vehicles entering the Town to commence collection shall be empty. A representative of the Town shall have the authority to inspect all vehicles in use by the contractor. The contractor shall use only Town authorized vehicles at RIRRC.

All vehicles exiting the Town shall proceed directly to the designated disposal site without additional stops. All vehicles must complete collection routes in a timely manner to enable all material to be disposed of daily. If a vehicle is denied access to the disposal site due to hours of operation the vehicle may be kept on site of the contractor until the disposal site is reopened with the approval of the Director of Public Works.

All collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations and to assure the safety of the collection crew and residents of the Town. A maintenance log must be kept and be available to the Town on request. All collection equipment shall be equipped to totally cover and secure loads to prevent material blowing or falling out during collection and hauling.

The Contractor shall make his equipment available to the Director of Public Works when requested for the purposes of inspection concerning the fulfillment of this section.

All equipment should be prominently marked "Town of East Greenwich Solid Waste" and "Town of East Greenwich Recycling" on both sides of each appropriate vehicle in a contrasting color. The letters shall be upper case not less than 12" high and approved by the Town. The Contractor's Name and telephone number shall also be prominently and conspicuously affixed to the vehicle. The Town may at its discretion, require the contractor to display the Town logo symbol on each door of the truck.

Any truck not marked accordingly to the above requirements will subject the contractor to a credit to the Town on a daily basis. The credit shall be equal to the daily contract rate for the collection of solid waste and recyclable materials.

All collection equipment used by the Contractor shall be approved by the Town. Collection equipment must be washed weekly and painted frequently enough to maintain a positive public image and minimize complaints from residents. The Town shall have the right to require collection equipment to be washed or painted.

The Town shall have the right to inspect and weigh all trucks being used to fulfill the provisions of the contract, it being fully understood by both parties that the Municipality does have the right to monitor the volume of refuse being removed from the Town. The Contractor will be responsible for supplying the Town with weekly copies of all certified weighing slips.
The Contractor shall obtain all applicable licenses and permits and have all collection equipment inspected by the Town prior to commencement of solid waste or recycling services. All such licenses and permits shall be paid for and maintained continuously for the term of the contract by the Contractor.

4.051 PERSONNEL REQUIREMENTS – The Contractor shall assure that the collection crew workers are suitable and adequately attired. Workers shall wear or carry identification. The Contractor shall train collection crews, transfer and storage employees, and office staff before initiating collection and before the Contractor permits an employee to begin work.

4.06 OFFICE - The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones with a local exchange or toll-free number and shall have a responsible person in charge and available from 8:30 a.m. to 4:30 p.m. on regular collection days. Equipment to record messages shall be available during short periods of time when staff is unavailable and during non-office hours for residents. The contractor shall also maintain a duty telephone for the Town during night-times and weekend hours. The number and name of the responsible person shall be submitted to the Town and available to the Town during these times. The contractor shall notify the Town of any changes to the number or person responsible during these times.

4.061 PICK-UP, HAULING AND PROPERTY DAMAGE - All solid waste and recyclable material hauled by the Contractor shall be so contained, tied or so enclosed that leaking, spilling or blowing are prevented from the vehicle. Drainage containment plugs shall be securely in place at all times.

a) In the event the Contractor fails to collect and remove refuse, recyclables, household appliances and/or residential and municipal yard waste in accordance to the terms of the contract, the Town may cause the same to be collected and removed and the cost of such collection and removal shall be paid by the Contractor, provided however, that no such collection and removal of refuse by the Town shall be considered as a waiver of or a condition precedent to the right of the Town to declare the contract terminated and at an end.

b) Any complaint of missed collection received by 10:00 A.M. shall be serviced on the same date. Any complaint of missed collection received after 10:00 A.M., shall be serviced within twenty-four (24) hours.

c) In the event the Contractor damages property of any of the residents of the Town while engaged in the collection and removal of solid waste, household appliances, recyclables and/or residential or municipal yard waste it will fully compensate said resident, residents or municipality for such damages or restore said damaged property to its original condition or replace if required. If the Contractor fails to adjust said claims for damage, the Town may make such adjustment and the cost of same shall be deducted from the first payment due to the Contractor from and after the date of such damage.

d) Collection and transportation of solid waste and recyclable material shall be accomplished in accordance with all existing Laws and ordinances and future
amendments thereto, of the regulatory agencies of the State of Rhode Island and local governing bodies and departments.

4.07 DISPOSAL AND CLEANUP – Unless otherwise directed, designated Recyclable Materials will be hauled intact to the RIRRC in Johnston, R. I. and deposited at the designated tipping area. Solid Waste will be hauled intact to the Rhode Island Resource Recovery Corporation landfill in Johnston, R. I. The charge for disposal shall not be included in the rate set forth in the Proposal, with the exception of the dumpster container services as described herein.

Criteria has been established by the RIRRC for acceptance of loads deemed unsuitable for processing at the MRF. The contractor shall adhere to all RIRRC tipping rules and regulations. The contractor shall be responsible for all costs associated with rejected loads by RIRRC.

The Contractor shall pick up all blown, littered and broken material resulting from the collection and hauling operations. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material and a storage place for such debris.

4.08 ADVERTISING NOTIFICATION - The Contractor shall notify all Producers about street route map, route changes, Christmas tree collection, Holidays, yard and leaf waste collection, complaint procedures, special collections, rates, regulations, and day(s) for scheduled solid waste or recyclable material collection. The contractor shall give notice by means of advertising in the East Greenwich Pendulum and East Greenwich Magazine. The ad for Holidays, Yard Waste, and Christmas Tree pick-up shall be a minimum of 4” by 6” with a double border line around the perimeter. The advertisement depicting the route street schedule shall be of a sufficient size to depict clearly the route layout (approx. 6” by 8”). The contractor’s phone number for questions and complaints shall be listed with every advertisement. The required ads shall be placed twice in each publication a minimum of two weeks prior to the scheduled collection or change. The cost for all advertisements shall be included in the base bid price for the collection of solid waste and recyclable materials.

4.09 DATA COLLECTION – The Contractor shall collect the following data two times per year, once in the winter and once in the summer for each collection route. The specific month shall be coordinated with the Town.

a) Total number of households on each route.

b) Number of households set outs of both refuse and recycle materials for each route.

This data shall be submitted in a report to the Town by the 10th day following the data collection week. Data sheets shall be available to the Municipality on request. All data and program information shall be retained for the period of the Agreement. The Town has the right to request any additional collection or contract related information from the Contractor as may be desired for the program.
4.10 **POINT OF CONTACT** - All dealings, contacts, etc., between the Contractor and the Town shall be directed to the Contractor and to the Town Manager or his designee.

4.11 **COMMERCIAL, CONDOMINIUM AND INDUSTRIAL REFUSE**

The collection and disposal of solid waste and recyclable material from commercial or industrial establishments is not a requirement of this Contract. In the event the Contractor engages in such activity, it shall be a separate and private transaction and in no event shall it be permitted to impair or conflict with the service covered by this Contract. Further, such collection shall not be made simultaneously with the collection of residential solid waste and recyclable materials except in instances which have been expressly approved by the Town Council. The Town reserves the right to cancel any remaining portion of the Contract if by investigation determines the contractor violated any portion of this paragraph.

5.00 **COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Town on the subject.

6.00 **EFFECTIVE DATE**

The start of collection services shall begin on September 1, 2018

7.00 **NON-DISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.00 **INDEMNITY**

The Contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees, both current and former from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, its officers, agents, servants and employees.
9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by law.

10.00 TERM

The Contract shall be for a period of three (3) years upon contract signing and award of the bid by the East Greenwich Town Council and shall have a start date of September 1, 2018. The Town reserves the right to negotiate with the contractor an optional fourth (4th), and fifth (5th), year and may extend the bid at its option on a yearly basis. Implementation of the contract beyond the original first year shall be subject to the availability of funds.

The contract price, in the event the town exercises its sole option to renew, may be increased or decreased after the completion of the thirty six (36) months based on an annual evaluation. Said contract shall thereafter be increased or decreased annually. The aforementioned evaluation and other influential information to determine said increase or decrease shall be determined annually, solely by the Town Manager of the Town of East Greenwich, provided however, that any increase due to this clause shall be subject to limitations by Federal Law or guidelines now promulgated or in the future promulgated through the Federal, State and Municipal Government.

CONTRACT RENEWAL NOTICE & FEES: The Town shall notify the Contractor in writing not less than ninety (90) days prior to the end of the contract as to the Town’s intent to exercise the renewal option for an additional twelve (12) month period.

11.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Workmen’s Compensation, Public Liability and Property Damage insurance, including contractual-liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following obligation:

"This is to certify that the policies of insurance described herein have-been issued to the insured for whom this certificate is executed and are in full force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."
The contractor shall submit to the Town the insurance policy which shall cover a period of two years, and shall be renewed yearly thereafter. The Town shall receive a new policy no later than June 1st of that year for that contract period. A certificate from the insurance provider showing that the insurance premiums are paid in full shall accompany the contract as required. Failure to do so will result in the credit to the Town in the amount equal to one month of the contract amount and shall continue on a monthly basis, until the insurance policy requirements are in restored to their required limits. The insurance company shall be in good standing with the Insurance Division of the “Rhode Island Department of Business Regulation”.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

a) Comprehensive General Liability and Property Damage Insurance including Contractual Liability:

The Contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town of East Greenwich and its officers, agents, and employees, current and former from any claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor’s work under the contract.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Workmen’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>(2) Bodily injury including accidental death-each person</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>(3) Bodily injury including accidental death-each occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>(4) Property Damage-each occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>(5) Property Damage-aggregate during any 12 months period.</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>(6) Comprehensive Contractor’s Protective Liability, same coverage as in paragraphs above.</td>
<td></td>
</tr>
</tbody>
</table>

b) Comprehensive Automobile Liability covering all vehicles used by the Contractor in the course of the work-including owned, non-owned and hired.

| (1) Bodily injury including accidental death-each person | $5,000,000         |
| (2) Bodily injury including accidental death-each occurrence | $5,000,000         |
| (3) Property Damage-each occurrence                     | $5,000,000         |
B. SUB-CONTRACTORS COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall furnish evidence to the Town that with respect to the operations performed for them by subcontractors, that the subcontractors carry in their own behalf, contractor’s coverage and liability limits of not less than coverage required above under section 11.00 by the contractor.

12.00 BOND

12.01 PERFORMANCE BOND

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. The performance bond shall be for one (1) year renewable performance bond. Said surety bonds must be at least equal to one hundred percent (100%) of the contract amount for the time specified. All bonds must be renewed yearly thereafter ninety (90) days prior to the contract year expiration in the amount equal to 100% of following year(s) contract amount.

(b) Penalty for Failure to Deliver Bonds: The Contractor shall supply the Town with the required performance bond at least ninety (90) days prior to the expiration of the contract year during each contract year if it is a multiyear contract. Failure to do so will result in the credit to the Town in the amount equal to one month of the contract amount and shall continue on a monthly basis, until the bonds are delivered in full, unless the Town selects to terminate the contract due to Contractor’s failure to post the performance bond.

(b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond yearly.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Rhode Island and acceptable to the Town and in good standing with the Rhode Island Department of Business Regulation.

(d) The surety shall certify that it will provide thirty (30) days advance written notice to the Town in the event of cancellation or material change to the surety bond.

12.02 POWER OF ATTORNEY – Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.
13.00 BASIS AND METHOD OF PAYMENT

a) The contract price shall include all costs for furnishing all materials including all containers specified within, performing all the work, and furnishing all the tools, equipment and transportation, overhead items, and related and incidental work necessary for the completed work. All work under this Contract will be paid for in monthly partial payments by the Town. Each partial payment will be for the prorated unit price for the time period. The Town may deduct and retain from partial payments various amounts to cover damages, penalties or claims or work performed by it to fulfill requirements of the Contract. All partial payments shall be based upon the contract price apportioned to the work accomplished, as estimated by the Director of Public Works.

b) The Contractor shall establish the tare weight of each vehicle used for collecting solid waste or recyclables. This will be done at certified scales and in the presence of a representative of the Town and or State. Said vehicle shall be loaded at the time of weighing with approximately one half of its fuel capacity, the containers (boxes, bins or drums) that will be used for recycling collection, and the worker(s) who operate the vehicle.

c) The Contractor shall weigh each vehicle load of solid waste or recyclable materials which have been collected as part of this contract and submit the scales receipt to the Municipality on the fifth day of each month. Weighing of recycling vehicles will be conducted so as to permit separate determination of the weight of collected paper and the weight of other mixed recyclables. All weighing records must be kept by the contractor and must be certifiable by the Materials Recycling Facility Operator.

d) If the Contractor is found to be falsifying the amounts of solid waste or recyclables collected and delivered, the Town reserves the right to terminate the contract and/or take other corrective measures.

13.01 GOVERNMENT REGULATION

The Contractor agrees to obtain at its own expense any license, permit or approval it may need for the performance of its obligations under this Contract, and in essence, to comply at its own expense, with all applicable laws, regulations and orders of any government or any instrumentality thereof having jurisdiction over any matter related to the performance of this Contract.

13.02 DELINQUENT AND CLOSED ACCOUNTS

The Contractor shall discontinue Solid Waste or Recyclable Material collection service at any Residential Unit set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume Solid Waste And Recyclable Material collection on the next regularly scheduled collection day.
13.03 CONTRACTOR BILLINGS TO TOWN

The Contractor shall bill the Town for service rendered within ten (10) days following the end of the month and the Town shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents.

14.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right, accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall be bound by these specifications and assume the liability of the Contractor.

15.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide solid waste and recyclable material collection, removal and transportation for disposal from Residential Units as defined herein within the corporate limits of the Town.

16.00 TERMINATION

The Town may terminate the contract with 120 days notice if the State of Rhode Island, RIDEM, or any other regulatory agency changes the method of collection and disposal of solid waste and recyclable material in the State of Rhode Island, such as a "bag and tag" program, or if the Contractor fails to maintain any of the provisions of the contract documents or specifications.

17.00 RHODE ISLAND LAW AND FORUM

a) The Contract Agreement shall be construed according to the law of the State of Rhode Island.

b) Any litigation between the Municipality and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Count Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Rhode Island.

18.0 PROJECT MANAGER

The contract for the collection of solid waste and recyclable material will be under the supervision of the Director of Public Works with the daily operations of the recycling operation procurers under the direction of the Director of Public Works designee.
19.0 MAINTENANCE OF RECORDS AND AUDIT OF PAYMENTS

a) The Contractor shall maintain records on a current basis to support its billings to the Town. The State and Town of East Greenwich or their authorized representatives shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement.

b) The Town of East Greenwich, either directly or through a designated representative, may audit the records of the Contractor at any time during the period of the Contract. Said records must be kept available for thirty-six (36) months after the close of the contract period or termination.

c) If an audit discloses that payments to the Contractor were in excess of the amount of which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Town of East Greenwich.

20.00 FUEL ADJUSTMENT

Upon signing the contract the contractor and the Town will agree on a fuel surcharge as needed if the fuel index changes from the amount it was on September 1, 2018. As a standard reference, the fuel index established on the Energy Informational Administration web site, New England Price for Diesel fuel price will be the index for the Agreement. The index is listed on the following web page: (https://www.eia.gov/petroleum/gasdiesel/). Adjustments shall be based on yearly averages for the contract year for the New England area. Adjustments shall be made to second and subsequent contract years compared to the base year average fuel costs. The Contractor will receive fuel adjustments (increase or decrease) to the annual contract price and shall be included with the contract partial payments, only if the yearly average fuel price increases or decreases greater than or equal to $0.50 (fifty cents) from the established fuel price set on September 1, 2018. Fuel adjustment calculations shall be based on a fixed total amount of 12,000 gallons of diesel fuel used for a one (1) year period.
Contract Starting September 1, 2018

FOR THE

CONVENTIONAL COLLECTION AND TRANSPORTATION
For the DISPOSAL OF RESIDENTIAL AND MUNICIPAL SOLID WASTE
WITH EVERY OTHER WEEK AUTOMATED COLLECTION OF
RECYCLABLE MATERIALS for the TOWN OF EAST GREENWICH

FIVE (5) DAY PICK-UP SCHEDULE
WITH ONE (1) YEAR RENEWABLE PERFORMANCE BOND

Item #1 Weekly Conventional Collection and Transportation for Disposal of Residential and Municipal Solid Waste with Every Other Week Automated Collection of Recyclable Materials - WITH ONE YEAR RENEWABLE PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>Written Amount</td>
</tr>
<tr>
<td></td>
<td>Numerical</td>
</tr>
<tr>
<td>Year Two</td>
<td>Written Amount</td>
</tr>
<tr>
<td></td>
<td>Numerical</td>
</tr>
<tr>
<td>Year Three</td>
<td>Written Amount</td>
</tr>
<tr>
<td></td>
<td>Numerical</td>
</tr>
<tr>
<td><strong>TOTAL</strong> Years 1-3</td>
<td>Written Amount</td>
</tr>
<tr>
<td></td>
<td>Numerical</td>
</tr>
</tbody>
</table>
**ADDITIONAL ITEMS:**

**Item #2-1  Solid Waste Dumpsters Fixed Price Per dumpster, per pick up (Year #1)**

<table>
<thead>
<tr>
<th>Cubic Yard</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$</td>
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<tr>
<td>4</td>
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<td>10</td>
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</tbody>
</table>

**Item #2-2  Solid Waste Dumpsters Fixed Price Per dumpster, per pick up (Year #2)**

<table>
<thead>
<tr>
<th>Cubic Yard</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$</td>
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<td>4</td>
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<td>10</td>
<td>$</td>
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</tbody>
</table>
### Item #2-3  Solid Waste Dumpsters Fixed Price Per dumpster, per pick up (Year #3)

<table>
<thead>
<tr>
<th>Cubic Yard</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$</td>
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<tr>
<td>4</td>
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<tr>
<td>10</td>
<td>$</td>
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</tbody>
</table>

### Item #3-1  Cardboard Recycle Dumpster Fixed Price per dumpster, per pick up (Year #1)

<table>
<thead>
<tr>
<th>Cubic Yard</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>$</td>
<td></td>
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</tbody>
</table>

### Item #3-2  Cardboard Recycle Dumpster Fixed Price per dumpster, per pick up (Year #2)

<table>
<thead>
<tr>
<th>Cubic Yard</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
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<tbody>
<tr>
<td>8</td>
<td>$</td>
<td></td>
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</tbody>
</table>

### Item #3-3  Cardboard Recycle Dumpster Fixed Price per dumpster, per pick up (Year #3)

<table>
<thead>
<tr>
<th>Cubic Yard</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>$</td>
<td></td>
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</tbody>
</table>

### Item #5  Additional Yard Waste Pick-up for Complete weekly Route. (Per week servicing all residents)

<table>
<thead>
<tr>
<th>Weekly Pick-up</th>
<th>Written Amount</th>
<th>Numerical</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
**Item #6** Additional Daily and Weekly Cost for a Compactor Truck or Recycling Truck Fully Staffed for Collection Operations

<table>
<thead>
<tr>
<th>Truck Type</th>
<th>Daily Rate</th>
<th>Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compactor Truck</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Recycling Truck</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
I CERTIFY THAT MY BID CONFORMS TO THE SPECIFICATIONS (SELECT ONE)

YES_________NO_________

ADDENDA RECEIVED: YES_________NO_________

ADDENDA NUMBER______________________________________

ADDENDA RECEIVED: YES_________NO_________

ADDENDA NUMBER______________________________________

ADDENDA RECEIVED: YES_________NO_________

ADDENDA NUMBER______________________________________

ADDENDA RECEIVED: YES_________NO_________

ADDENDA NUMBER______________________________________

Proponent

By:

Principal Office
Address:______________________________________

(City/Town) (State) (Zip Code)______________________________________

(County)

Telephone #:______________________________________

Fax #:______________________________________

SEAL
PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE:

1) Proposed Subcontractor: ____________________________________________

   Business Address:____________________________________________________

   Description of Work:__________________________________________________

2) Proposed Subcontractor: ____________________________________________

   Business Address:____________________________________________________

   Description of Work:__________________________________________________

3) Proposed Subcontractor: ____________________________________________

   Business Address:____________________________________________________

   Description of Work:__________________________________________________

   (Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER:____________________________________________________________

- __________________________________________________________________

BY: __________________________________________________________________

- __________________________________________________________________

   (SIGNATURE AND TITLE)
SECTION 00300
BID FORM: Part 3

EXPERIENCE SHEET

This "Experience Sheet" will be completed by each Bidder. Any Bid submitted without a fully completed "Experience Sheet" may be rejected by the owner.
If additional space is needed then add sheets.

1. Have you ever failed to complete any work/contract awarded to you? If so, please explain.

2. Do you have any outstanding contract or warranty work with the Town/Schools of East Greenwich or any other towns/schools? If so, please explain.

3. All similar work/contracts to this project that your company has completed within the last three (3) years:

<table>
<thead>
<tr>
<th>TYPE OF WORK</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>NAME &amp; ADDRESS OF OWNER/REFERENCE</th>
</tr>
</thead>
</table>

47
CONTRACT

For the Collection and Transportation for the
Disposal of Solid Waste and Recyclable Materials

THIS CONTRACT, made and entered into this __________ day of __________ 201__,
by and between the Town of East Greenwich, Rhode Island (Hereinafter called the "Town"),
and ________________________________ (hereinafter called "Contractor").

WITNESSETH

WHEREAS, the Contractor did on the _____ day of _______ in 201__, submit a Proposal
to provide for the Collection and Transportation for the Disposal of solid waste and recyclable
materials within the Town and to perform such work as may be incidental thereto Solid Waste
and recyclable materials.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is
understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege
within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment,
trucks, and all other items necessary to provide Collection and Disposal of solid waste and recyclable
material services as specified and to perform all of the work called for and described
in the Contract Documents.

2. The Contract Documents shall include the following documents and this Contract does
hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract:

a. The Request for Proposals
b. The Instructions to Proponents
c. The Contractor's Proposal
d. The General Specifications
e. The resolution of the Town ordering or authorizing the work and services contemplated
   herein.
f. The Performance Bond and Insurance Certificates
g. This instrument
h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to
by the Contractor, and no amendment to this Contract shall be made except upon the written
consent of the parties, which consent shall not be reasonably withheld. No amendment shall be
construed to release either party from any obligation of the Contract Documents except as
specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:
a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies and bonds specified in, and required by the Contract Documents.

b. Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation strike, fire, accident, act of God or similar or different contingency beyond the reasonable control of the Contractor.

C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or un-enforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at ______________________ as of this __________ day of ___________ 201__ A.D.

TOWN OF EAST GREENWICH, RHODE ISLAND
By ______________________
Town Manager

SEAL of the Town of
EAST GREENWICH,
Rhode Island

ATTEST:

________________________
Secretary

________________________
"Contractor"

By ______________________
Contractor Representative

SEAL
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ____________________________ (hereinafter called "Principal"), as Principal, and ____________________________ (hereinafter called "Surety"), as Surety, are held firmly bound unto ____________________________ (hereinafter called "Obligee"), as Obligee, in the penal sum of ____________________________ Dollars ($ ____________), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____________________________ day of ____________________________ 201__, for the Collection and Disposal of Solid Waste and Recyclable Materials, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform the Contract on their part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that they may suffer by reason of the failure so to do, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this ____________________________ day of ____________________________ 201__.

SEAL

__________________________
PRINCIPAL
By ____________________________

SEAL

__________________________
SURETY
By ____________________________
TOWN OF EAST GREENWICH
RHODE ISLAND
OFFICE OF THE TOWN MANAGER
REQUEST FOR PROPOSALS

Notice is hereby given that sealed Proposals will be received by the Town Manager of the Town of East Greenwich, Rhode Island, at the office of the Town Clerk in the Town Hall, 125 Main Street, East Greenwich, Rhode Island, until 2:00 P.M. prevailing time, March 22, 2018, for the following:

"THE COLLECTION AND TRANSPORTATION FOR DISPOSAL OF RESIDENTIAL & MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS"

A Mandatory Pre-bid conference will be held at 2:00 P.M. prevailing time, March 8, 2018 in the Town Council Chambers, 125 Main Street, East Greenwich, Rhode Island.

All the above work, known as the "Proposal" is to be performed in accordance with the specification. The work to be performed under their contract consists of furnishing all plant, labor, equipment, product, service, tools, transportation, and all incidentals, related work, and overhead items, and performing all work required for the Proposal, in strict accordance with the specifications, including the request for Proposals and the Proposal which are hereby made a part of the specifications. Proposals for the above work must be made on forms furnished by the Town Manager. Specifications, other Contract Documents, and the Form of Proposal may be examined and obtained during weekdays except Saturday, between the hours of 9:00 A.M. and 4:00 P.M. at the offices of the:

Town Clerk
Town Hall
125 Main Street
East Greenwich, R.I., 02818

The Town of East Greenwich acting through its Town Manager reserves the right to reject any or all bids or any part thereof, to waive defects in the same or to accept any proposal deemed to be in the best interest of the Town of East Greenwich. "Individuals requiring interpreter services should contact the Town Clerk's office at (401) 886-8606 via RI Relay #711 (800-745-5555 TTY) or in writing at least forty eight (48) hours in advance of the scheduled bid opening.
Exhibit “A”
Exhibit “B”
SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY THE CORPORATION

And the

MUNICIPALITY

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this 25th day of MAY, 2017 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and the TOWN OF EAST GREENWICH (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 125 MAIN ST \, GREENWICH, RI 02817, Rhode Island. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. TERM. The term of this Agreement is a two-year period from July 1, 2017 through June 30, 2019. The effective date of this Agreement shall commence on the date first appearing above and end on June 30, 2019, unless sooner terminated or extended as provided herein. Fiscal Year 2018 is the one-year period from July 1, 2017 through June 30, 2018, Fiscal Year 2019 is the one-year period from July 1, 2018 through June 30, 2019.

2. DISPOSAL OF SOLID WASTE. For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(6) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

a. provides any of these aforementioned services through a contract or license, or by municipal employees, or

b. pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or

c. assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party.

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it
has assumed responsibility for collection, either directly by municipal employees or through a contract or license.

3. COMPLIANCE WITH LAWS. Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables and other materials delivered to the Corporation's facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's, or any agents, vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached as Attachment 1.

4. FEES FOR THE DISPOSAL OF MSW. For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", as adopted by the RIRRC Board of Commissioners January 27, 2016, for the disposal of all its MSW up to its annual MSW Cap. The municipal disposal fee will be $39.50 in Fiscal Year 2018 and $47.00 in Fiscal Year 2019.

"Municipal Solid Waste Cap (MSW Cap)" means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated in accordance with the Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (Attachment 2). The MSW Cap shall be adjusted each year according to the procedures outlined in Attachment 2. The Corporation shall notify municipalities of the new MSW Caps no later than April 1.

During the term of this Agreement, Municipality agrees to pay the Corporation the base 1000-ton Commercial Contract solid waste disposal fee, $67.00 per ton, as set forth in the FY18 Rate Sheet, as approved by the Resource Recovery Board (Attachment 3), for disposal of all MSW in excess of its annual MSW Cap.

5. BILLING AND PAYMENT. The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of Invoice date.

6. EARLY PAYMENT DISCOUNT. Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly as stated in Section 5 with the issuance of each month's invoice.

7. AGREEMENT EXECUTION DEADLINE. Municipality shall return a fully executed Agreement to the Corporation by close of business August 1, 2017. The Municipality will be charged the municipal disposal fee of $39.50 per ton until August 1, 2017. The fee of $67.00 per ton shall be charged to Municipality for each 'ton disposed' after August 1, 2017 and up to the date the
Agreement is fully executed, after which the municipal disposal fee rates as set in Section 4 shall apply. There shall be no retroactive adjustments made to any solid waste disposal fees charged to Municipality during the time Municipality was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline. In addition, the tonnage received and disposed during this time will apply towards Municipality’s Municipal Solid Waste Cap.

8. DELIVERY OF RECYCLABLES FOR PROCESSING. Municipality agrees to deliver to the Corporation’s Materials Recycling Facility (hereinafter “MRF”) at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver Mixed Recyclables elsewhere. Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the “RIRRC Materials Acceptance Criteria” (Attachment 4), for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Mixed Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Municipality agrees to deliver these Mixed Recyclables regardless of whether these Mixed Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program from time-to-time, and would therefore be subject to the terms of this Agreement.

9. TRANSFER OF MIXED RECYCLABLES. Municipality must apply to the Corporation in writing for permission to use a transfer station to transfer Mixed Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Mixed Recyclables can be transferred only if the Corporation grants, in writing, permission to do so and is compliant with the Corporations Recyclables Transfer Policy (Attachment 5).

10. MUNICIPAL MIXED RECYCLABLES TIP FEE FREE. Municipal Mixed Recyclables, as defined in Section 6 and meeting the requirements outlined in Attachment 4 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RI

11. DISPOSAL FEES FOR OTHER MATERIALS. Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as outlined in Attachment 3. Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 4 (RIRRC Material Acceptance Criteria). Municipality is encouraged to find an alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, construction & demolition Debris (C&D), leaf & yard waste, scrap metal, tires and wood pallets, but excluding Mixed Recycling as defined in Section 8.

a. Leaf & yard waste. For the term of this agreement and pursuant to RI

3
Planning Population Projections) by 0.025 tons. L&YW Caps shall be adjusted annually and
disseminted with the MSW Cap, in accordance with the "Rhode Island Resource Recovery
Corporation Municipal Cap Calculation Procedure," (Attachment 2). The new L&YW Cap shall
be distributed to Municipality no later than April 1. Municipality agrees to pay the Corporation
the fee in accordance with RIGL 23-10-3, currently set at $25.00 per ton, for the acceptance of
all leaf and yard waste in excess of its annual L&YW cap. The over the cap fee is established
by State law and subject to change.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to
hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this
Agreement as Attachment 6.

b. Construction and Demolition Debris (C&D). Acceptable Municipal C&D is only that
material as defined by RI Department of Environmental Management Solid Waste Regulation
1.3. Municipal C&D tonnage is considered MSW and will be applied against the Municipality’s
annual MSW Cap as defined in Section 4 and charged accordingly. It is recommended that
municipalities attempt to find alternate outlets for C&D.

c. Rejected Loads. There will be an equipment use and hauling fee assessed for any load of
municipal recyclables that are rejected by the MRF, requiring reloading into a RIRRC vehicle
for transfer to the landfill. The tonnage associated with the rejected load will be charged to the
Municipality at its MSW rate and applied to the Municipal Solid Waste Cap.

MRF Load Inspection and Rejection Procedure:
The minimum quality standards have been established for Mixed Recycling and are defined in
Attachment 4, Acceptance Criteria. The rejection of a load by the MRF Inspector is binding on all
parties. The Corporation will notify the Municipality electronically (e-mail) of any rejected loads,
generally within 2 business days after the close of business on the day of the rejected load. Load
rejection notification will normally be in the form of a report identifying the material quality issue
and include photographs of the contamination. Continued failure of a customer to meet the
minimum quality standards could result in the termination of the agreement. Municipality shall
have the right to appeal the termination of the Agreement, and the appeal shall be heard by the
Corporation’s Board of Commissioners.

12. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make
finished compost available free of charge, subject to the provisions of Attachment 7, to those
municipalities with current and fully effective Agreements who have also delivered leaf and yard
waste to the Corporation during the current fiscal year. When finished compost is available for
free distribution to the aforementioned municipalities, the Corporation will provide notice and the
municipalities will be allowed to request free compost for their use, as outlined in the Compost
Distribution Policy, Attachment 7.

13. RECYCLING INCENTIVES. To be eligible to participate in the recycling incentive program,
municipalities must have a current, fully executed Agreement with the Corporation. The incentive
program shall include:

a. When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible
municipalities. MRF profit share will be based on a consistent measure of profit from the MRF
operation and shared 50-50 between RIRRC and the municipalities as a group. The
municipal share shall be distributed to those municipalities with executed Agreements based
on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Recycling Profit Share Annual Reporting Form" (Attachment 8) to record and report to the Corporation the use or intended use of the prior year’s profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition - The Corporation will offset any and all profit share funds from any Municipality with a receivable greater than 60 days on the Corporation’s monthly Account Receivable Aged Balance Report.

b. When the Board of Commissioners authorizes, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures as outlined in the “Resource Recovery Grantmaking Policy”, Attachment 9. Grant awards must be used solely for the purpose and program for which the municipality’s grant application has been approved. Grants are not transferable, either year to year or entity to entity.

c. A twenty five percent (25%) discount shall be applied to the Corporation’s wholesale price for standard curbside recycling bins.

d. A “Fiscal Year-End Tip Fee Rebate (Rebate)” is defined as a fixed per ton refund for MSW disposed, in accordance with paragraph 2 of this Agreement, at the Corporation during the current fiscal year. This Rebate is offered to those municipalities that qualify based on the following recyclable percentages:

(1) Zero dollar Rebate: Applies to any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.

(2) One Dollar ($1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.

(3) Two Dollars ($2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.

(4) Three Dollars ($3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

(5) The Corporation shall issue a Rebate not later than September 1 of each year to those Municipalities qualifying for a year-end tipping fee adjustment according to the municipality’s actual recorded tonnage delivered to the MRF and in accordance with the provisions of the Municipality’s current Agreement with the Corporation.

14. INFORMATION. If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the
private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

15. TERMINATIONS AND REMEDIES.

TERMINATIONS. This Agreement may be terminated due to:

a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.

b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.

c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. MUNICIPALITY shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

a. Commence an action for damages and for injunctive relief;

b. Pursue any other remedies available to it by law; and/or

c. The Corporation may refuse to provide Municipality with any solid waste disposal or recycling services or Municipality may refuse to bring all MSW and Mixed Recyclables to the Corporation's facilities.

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, war, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

16. UNACCEPTABLE MATERIALS. Neither MSW nor Mixed Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in subsection 23-18.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for acceptance at the Resource Recovery facilities.
17. LICENSE RESTRICTIONS AND REQUIREMENTS. Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.

18. HOURS OF OPERATION. The normal hours for receiving materials at the facility are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.

19. GENERAL RELEASE. Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as “Releasors”), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasors in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasors materials that may be stopped from progressing for any reason whatsoever.

20. ASSIGNMENTS. Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.

21. INDEMNIFICATION.

a. Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys’ fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation’s employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.

b. Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney’s fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation’s property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality’s employees, agents, or contractors in the performance of this
contract; or any violation by Municipality of any applicable law, rule, or regulation.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

23. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

24. ENTIRE AGREEMENT. This Agreement represents the entire understanding reached between the parties hereto with respect to Municipality’s use of the Corporation’s Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing.

25. SEVERABILITY. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: [Signature]
   B. A. Card
   Executive Director

Dated: 5/31/17

BY: [Signature]
   Dean Hull, Chief Financial Officer

Dated: 5/31/17

FOR THE MUNICIPALITY:

BY: [Signature]
   (NAME PRINTED OR TYPED)

Dated: 5/25/2017

Title: [Position]

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

[Signature]
   (NAME PRINTED OR TYPED)
   Solicitor for the MUNICIPALITY

Dated: 5/25/2017
Attachments

1. On-Site Safety Policy
2. Municipal Cap Calculation Procedure
3. Resource Recovery Fee Schedule
4. Resource Recovery Materials Acceptance Criteria
5. Recyclables Transfer Policy
6. Leaf and Yard Debris Cap Sharing Policy & Form
7. Compost Distribution Policy
8. Recycling Profit Share Reporting Form
9. Resource Recovery Grantmaking Policy