

TOWN OF SCITUATE
REQUEST FOR PROPOSALS
COLLECTION OF RESIDENTIAL/MUNICIPAL REFUSE AND/OR
RESIDENTIAL/MUNICIPAL RECYCLABLES

Bid specifications are available at Scituate Town Hall, 195 Danielson Pike, North Scituate, Rhode Island and on our website www.scituateri.org. Sealed bids will be received at the Town Clerk's Office, 195 Danielson Pike, North Scituate, Rhode Island until 12:00 p.m. on Monday, April 3, 2017, at which time all bids will be opened publicly in the Council Chambers.

The Town reserves the right to reject any and all bids, or parts thereof, and waive any irregularity in the bids received, and to accept the bid, or parts thereof, deemed to be the most favorable to the best interest of the Town.

Margaret M. Long, CMC

Town Clerk

INFORMATION FOR BIDDERS

Receipt and Opening of Bids:

The Town of Scituate, acting herein through its Director of public Works (hereinafter "DPW Director"), invites bids on the forms attached hereto for ultimate approval by the Scituate Town Council.

Bids will be received at Town Hall, 195 Danielson Pike, North Scituate, Rhode Island 02857 until 12:00 p.m. on Monday, April 3, 2017. They will be opened and read aloud on Monday, April 3, 2017 at 12:00 p.m. in the Town Council Chambers, Town Hall, 195 Danielson Pike, North Scituate, RI 02857. The envelopes containing the bids must be sealed, addressed to the DPW Director, c/o Town Hall, 195 Danielson Pike, North Scituate, RI 02857 and designated as **"PROPOSAL BID FOR THE COLLECTION, OF RESIDENTIAL/MUNICIPAL REFUSE AND/OR RESIDENTIAL/MUNICIPAL RECYCLABLES."**

The Town may consider informal any Bid not prepared and submitted in accordance with provisions hereof and may waive any informalities in reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of opening thereof.

Invitation For Bids Becomes Part of Contract:

This invitation for Bids shall be incorporated, in its entirety, into the Contract between the Town and the successful Bidder (the Contractor).

Form of Bid:

Bids must be submitted on and in accordance with the "BID PROPOSAL" form included. Blank spaces must be filled in as noted. No change shall be made in the wording or in the item or items mentioned therein. Bids must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Bids that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected as informal.

5. Submission of Bid:

- A.** Each bid must be submitted on the prescribed form, printed in ink or typewritten. All bids must be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addenda thereto.
- B.** Each bid must be submitted in sealed inner and outer envelopes bearing on the outside of each envelope the name of the Bidder, his/her address and the name of the project for which the bid is submitted. Both envelopes shall be clearly labeled "BID DOCUMENTS" so as to guard against opening prior to the time set therefore and no blame shall be attached to any agent or employees of the Town for the opening of any Bid.
- C.** Please provide 3 copies of the bid submission to the town.
- D.** Bids which are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected as informal.

6. Modification or Alteration of Bid:

The Bidder may modify his/her bid by written communication by initialing the place of change or erasure, as well as explained or noted over the signature of the Bidder at any time prior to the scheduled closing time for receipt of bids.

If the intent of the Bidder's written or telegraphic communication is not clearly identifiable, the interpretation most advantageous to the Town will prevail.

An offer to modify a bid which is received from the successful Bidder after award of Contract which makes the terms of the bid more favorable or advantageous to the Town will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the successful Bidder.

In addition to price, the Town will consider past performance, as well as the ability of the Bidder to carry out the provisions of the contract.

7. Withdrawal of Bid:

Bids may be withdrawn in person or by written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid had been opened.

8. Acceptance or Rejection of Bid:

The Town reserves the right to award the bid by item and further reserves the right to reject any and all bids or parts thereof, to waive any informality in the bids received and to accept the bid, or parts thereof, which it deems to be most favorable to the best interest of the Town.

9. Qualifications of Bidder:

The Town may make such investigations as it deems necessary to evaluate and determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time stated. Conditional bids will not be accepted.

The Bidder shall provide to the Town five (5) community references.

10. Disqualification of Bidder:

One or more of the following conditions shall result in the disqualification of a bidder and rejection of his/her bid:

- A. Evidence of collusion among Bidders.
- B. A material representation in a Bid.
- C. Bidder's failure to meet the minimum criteria for responsiveness and responsibility.

11. Bid Security:

Each Bidder must submit bid security in the form of a certified check or a bank cashier's or treasurer's check, or a Bid Bond duly executed by the Bidder as principal or having as security therein a Surety Company approved by the Town, in the amount of fifteen percent (15%) of the total amount of the bid proposal or twenty thousand dollars (\$20,000), whichever is greater. Such checks or bid bonds will be returned to all except the three lowest Bidders within a reasonable time after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Town and the accepted Bidder have executed the contract, or if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his bid. The applicable requirements pertaining to the bid bond shall also apply to the certified check.

No bid will be considered for a contract if a bid bond in the sufficient amount has not been submitted.

12. Liquidated Damages for Failure to Enter into Contract:

The successful Bidder, upon the notification of the acceptance of his/her bid, shall within ten (10) days execute and deliver the contract and bonds required herein. Upon failure or refusal to complete the foregoing, Bidder shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his/her bid. The Bidder's forfeiture of security shall be a waiver of all rights as a bidder under the Contract and shall relieve the Town of all responsibility to said Bidder.

13. Security for Faithful Performance:

Simultaneously with the delivery of the executed Contract, the successful Bidder shall furnish a Surety Bond or Bonds:

- A. In the amount of 100% of the total price of the Contract.
- B. For the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as included herein.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Town and authorized to do business in the State of Rhode Island.

14. Bonding and Insurance Companies:

The company (or companies) used by the Bidder/Contractor for bonding and /or insurance purposes, must be licensed to do business in the State of Rhode Island.

15. Time of Commencement/Completion and Liquidated Damages:

The successful Bidder must agree to commence/complete work on or before dates to be specified in a written Notice To Proceed from the Town. The successful Bidder must agree also to pay as liquidated damages the sum of Five Hundred (\$500.00) Dollars for each consecutive calendar day, after the date fixed for commencement/completion thereafter as hereinafter provided in "CONTRACT" form (enclosed herein.) Allowance may be made when delay is beyond the Bidder's control.

16. Addenda and Interpretations:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation shall be made in writing addressed to the DPW Director, 1 Lincoln Circle, North Scituate, RI 02857, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by registered mail with return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purpose), not later than two (2) days prior the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum of interpretation shall not relieve such Bidder from any obligation under his bid as submitted. **All addenda so issued shall become part of the contract documents.** Oral instructions or information concerning this Invitation to bid given out by officers, employees or agents of the Town to prospective Bidders shall not bind the Town.

17. Power of Attorney:

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

18. Laws and Regulations:

The Bidder's attention is directed to the fact that all applicable federal and state laws, town ordinances (including zoning ordinances) and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

19. Foreign Corporations:

The Bidders attention is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

20. Contract:

A contract in the form set forth hereinafter will be required to be executed by successful Bidder and the Town. The attention of all Bidders is, therefore, called to the form of said proposed Contract and the provisions thereof.

21. Term of Contract:

The term of the contract shall be for one (1) year commencing July 1, 2017 and expiring June 30, 2018 inclusive. This shall mean the "initial term". The initial term may be extended for an additional two-year term, subject to revisions as to price, and if the Council determines that extension of the contract on such additional terms is in the best interests of the Town.

22. Commencement of Service:

Service under the Contract shall commence on July 1, 2017.

23. Basis of Award of Contract:

The Town Council will award the Contract to the qualified, responsive and responsible Bidder submitting the most advantageous bid to the Town. Bids will be evaluated in light of costs determined by the Town to be necessary for adequate performance of the Contract.

A "responsive Bidder" is a Bidder who has submitted a bid which conforms to all material aspects to this Invitation for Bids.

A "responsible Bidder" shall mean a qualified Bidder who has the capability in all respects, including financial responsibility, to fully perform the Contract requirements, and the integrity and reliability which will insure good faith performance.

The Town reserves the right to select bidders other than the lowest and to consider factors other than bid price in determining which bid is most advantageous to the Town.

Any determination of qualified, responsive and responsible Bidder submitting the most advantageous bid and award is subject to review and determination by the Town's Attorney as to legal sufficiency of any bid submitted. The Town reserves the right to reject any and/or all bids in whole or in part, and to waive irregularities not affecting substantial rights.

If an area remains unserved due to lack of or rejection of bids, the Town may, within its discretion, select and negotiate with a bidder already providing service to an area or with an entity qualified to provide service, to provide service in all or part of the unserved area.

24. Obligation of Bidder:

At the time of the opening of bids each Bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from an obligation in respect to his bid.

25. Safety and Health Regulations:

These bidding documents, and the joint and several phases of operation hereby contemplated are to be governed, at all times, by applicable provisions of the federal law(s), including but not limited to, the latest amendments of the following:

- A. William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596;
- B. Part 1910-Occupational Safety and Health Standards, chapter XVII of Title 29, Code of Federal Regulations; and,
- C. Part 1518- Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.

26. Immaterial Variances:

The Town reserves the right to determine if equipment or materials which comply substantially in quality and performance with the specifications are acceptable to the Town, and if any variance listed by the Bidder in his/her bid is material or immaterial.

27. Cost of Bid:

This invitation to Bid does not commit the Town to pay any costs incurred by any bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under this Invitation to Bid.

TOWN OF SCITUATE
SOLID WASTE & RECYCLING PROPOSAL
2017

TECHNICAL SPECIFICATIONS

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PART A
RESIDENTIAL AND MUNICIPAL SOLID WASTE

The successful bidder shall sign a contract with the Town in a form approved by the Town Solicitor and shall agree as follows:

ITEM AI: Household Solid Waste and Refuse, Household Appliances and "Bulky" Items

1. The contractor agrees to collect refuse by the guidelines of the Town (set forth in Chapter 12.5, Solid Waste & Recycling Ordinance) or per the direction of the Public Works Director. Specifics of the Town's Solid Waste & Recycling Ordinance are: A recycle bin (cart or toter) curbside, is permitted along with no more than three (3) thirty-gallon container(s) and/or bag(s) of trash.
2. The contractor agrees to furnish all labor, equipment and transportation for the collection and removal of solid waste and rubbish, separate and apart from all recyclable materials as established by ordinance, once a week, from the premises at curb line of each owner and occupant of dwelling houses, and apartment houses not exceeding five (5) dwelling units.
3. Bulk household rubbish shall be considered to mean all larger miscellaneous items generated from within the household, or the grounds thereof, during the course of daily living. Under the terms of the Town's Solid Waste & Recycling Ordinance, one large or "bulky" item may be placed curbside per month.
4. Household appliances, or "white goods", shall be defined by ordinance, but not limited to, washing machines, clothes dryers, cooking stoves, refrigerators, freezers, water heaters, and other items designated by the Recycling Coordinator to have similar recyclable properties.
5. Household appliances, by definition, shall be collected from residences in compliance with the aforementioned Paragraph 1 when generated from within that household requesting collection. Appliances shall not be collected that have been used in a commercial or industrial manner or establishment.
6. The Contractor shall collect all refrigerators, freezers, air conditioners and any other appliance that may contain freon or other fluids or coolants separate and apart from the remaining "white goods" in a vehicle which does not compact the contents. All such items shall be removed in a manner to preserve the physical integrity of the appliance thus limiting the release of liquids or gases inherent to the item.
7. The Contractor shall forward to the Director of Public Works weight slips from an approved disposal site indicating total tonnage of household appliances collected within 72 hours following the day of collection.
8. The Contractor shall be eligible for any associated redemption value of materials and shall also be responsible for any associated disposal fees or other encumbrances in accordance with Local, State or Federal regulations.

ITEM AII: Municipal Solid Waste

1. All refuse also shall be collected and removed once a week or as directed by the Director of Public Works, from the premises of the following Town owned properties:

Town Hall, 195 Danielson Pike, North Scituate, RI
Scituate Police Department, 115 Main Street, Hope, RI
Department of Public Works, 1 Lincoln Circle, North Scituate, RI
Chopmist Hill Center, 1315 Chopmist Hill Road, North Scituate, RI
Chopmist Hill Fire Station, 1362 Chopmist Hill Road, North Scituate, RI
Potterville Fire Station, 953 Tunk Hill Road, Foster, RI
North Scituate Elementary School, 46 Institute Lane, North Scituate, RI
Hope Elementary School, 391 North Road, Hope, RI
Clayville Elementary School, 3 George Washington Highway, Clayville, RI
Scituate Middle/High School, 94 Trimtown Road, North Scituate, RI
Scituate Animal Shelter, 106 George Washington Highway, Clayville, RI
North Scituate Community House, 546 West Greenville Road, North Scituate, RI

ITEM AIII: General Provisions

1. The cost of collecting and transporting said Scituate household refuse 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.

2. The contractor shall collect said refuse, once a week from each district in accordance with the schedule shown on a map marked **APPENDIX A**, a copy of which may be viewed in the office of the Public Works Director, Scituate Public Works Facility, 1 Lincoln Circle, North Scituate, RI 02857. The Contractor shall agree to adhere to said collection schedule as the same may be from time to time amended by the Town. If any regular collection day falls on a holiday, the Contractor agrees to collect the refuse in accordance with the "Holiday Schedule" as determined by the Director of Public Works.

CONTRACT SPECIFICATIONS
Specifications Applicable to Parts AI, AII, AIII

1. Period of contract will be for twelve (12) months, commencing July 1, 2017 and expiring June 30, 2018, and shall have a two-year or twenty-four (24) month renewal option, at the discretion of the Town Council and on such additional terms as may be agreed upon in writing between the parties.
2. The Town will pay to the Contractor the contract (bid) amount in twelve (12) monthly installments for the initial term and any and all renewals.
3. The contract price, in the event the Town exercises its option to renew, may be increased or decreased after the completion of the initial term based on an annual evaluation of the Cost of Living Price Index (CPI) as published by the Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region or other accumulated information which influences the fair market value of the contract. Said contract shall thereafter be increased or decreased annually. The aforementioned evaluation of said cost of living index and other influential information to determine said increase or decrease shall be determined annually, solely by the Town Council of the Town of Scituate, 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.
4. 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 term as allowed herein. The Contractor shall accept or reject the Town's offer within five (5) working days or the contract may be terminated at the expiration date.
5. Any contract entered by and between the Town and a selected bidder, may be renegotiated by the Contractor in the event that the United States of America is involved in a war, or other such event which effects the price and/or allocation of fuel or has an adverse economic impact on either or both parties. In the event the Town and the Contractor cannot reach an amicable agreement as to said negotiations, the Town and the Contractor agree that they will submit the matter to arbitration through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.
6. The Contractor shall not sublet or assign this contract in whole or in part, without the prior formal approval of the Town Council.
7. If at any time, the Contractor refuses or neglects to collect and remove said refuse, household appliances and/or obligation hereunder, in accordance with the terms of the contract, then in that event the Town may declare the contract terminated and at an end, and the bond given hereunder, for the faithful performance of the contract shall be forfeited, provided

however, that the Contractor shall not be held responsible, if his non-compliance is due solely to strike, fire, or an Act of God.

8. Collections of refuse, household appliances and other obligations shall be conducted by the Contractor under the supervision of the Director of Public Works of the Town of Scituate. Collection shall be carried out in accordance with the Ordinances and regulations of the Town governing rubbish and garbage collections, as the same may from time to time be amended, provided however, that such regulations shall not be amended so as to substantially change the obligations imposed upon the Contractor without adjustment of the compensation payable to the Contractor.

9. The Contractor shall comply with all Federal, State, and Local ordinances, rules, regulations and laws pertaining to transportation, recyclable materials, hazardous material, disposal and disposal site/s location and operational procedures.

10. Bulk rubbish, appliances and yard waste of industries or commercial establishments and debris from large remodeling or any building and construction operations or the demolition of buildings will not be collected by the Contractor unless so directed by the Director of Public Works.

11. Any complaint of missed collection received by the contractor by 12:00 NOON, shall be serviced on the same date. Any complaint of missed collection received by the contractor after 12:00 NOON, shall be serviced within twenty-four (24) hours.

12. In the event the Contractor fails to collect and remove refuse, household appliances and/or other contractual obligations in accordance with 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.

13. Contractor shall collect and remove refuse, household appliances and other contractual obligations in such a manner that it will not annoy the residents, nor cause damage to or destruction of property of the inhabitants. The Contractor shall not commence collection prior to 6:00 A.M. nor later than 7:00 A.M. and shall complete all collections by 4:00 P.M. unless otherwise authorized by the Director of Public Works. Additional hours of operation shall be granted by the Director of Public Works on an individual daily basis as requested by the Contractor.

14. The Contractor must be fully cognizant of all regulations, as amended, of the State of Rhode Island Flow Control Bill, with regard to recyclable materials and their proper disposal and shall bear the expense of such amendments.

15. All refuse, household appliances and other contractual obligations hereunder collected shall be transported in modern vehicles of a load packer design (excepting the noted appliances), and transported to a disposal site approved by the Director of Public Works. Sifting will not be allowed.

16. 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.

17. 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.

18. 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.

19. The Town shall have the right to inspect and weigh all vehicles being used to fulfill the provisions of the contract, it being fully understood by both parties that the Town does have the right to monitor the volume of refuse being removed from the Town.

20. In the event of impassable or hazardous road conditions due to inclement weather conditions resulting from rain, snow, ice or other uncontrollable forces of nature or affects of man made catastrophes, the Contractor shall call to seek and clarify postponement of collection of materials as regularly scheduled. The Director of Public Works shall determine if regular collection shall be suspended, delayed or postponed.

21. The Contractor will pay the prevailing rate of wages in this area to all its employees engaged in the collection and removal of refuse under the contract.

22. The Contractor shall provide a route manager/field supervisor within the Town limits during all hours of collection. The route manager/field supervisor shall be equipped with a cellular phone for communication with the Town and such equipment to communicate with all collection vehicles operating within the Town. The route supervisor/field manager shall be in verbal contact with the Public Works Department daily prior to the departure of all collection vehicles from the Town.

23. The Contractor shall maintain an office within Rhode Island with a local phone number accessible to the Town and the general public. The office hours of operation shall be, but not limited to, Monday through Friday, 7:00 AM. to 5:00 P.M. and Saturday 7:00 AM. to 12:00 Noon. The office shall be staffed by knowledgeable representatives of the Contractor. A voice message system shall also be in place to receive calls beyond regular business hours.

24. The Town reserves the right to require the contractor to remove any personnel from the collection program within the town, found to be performing in an unprofessional demeanor or found to have outstanding criminal warrants.

25. The Contractor shall provide containers as specified at the locations listed below. The cost of the containers, collection and transportation service shall be the responsibility of the contractor. The disposal fees shall be the responsibility of the Town. All containers shall be emptied as directed below or as directed by the Director of Public Works.

DPW Facility
1 Lincoln Circle (1) 30 cubic yard (for mattresses)
(1) 30 cubic yard (for yard waste)
(1) 10 cubic yard

Scituate Police Station
116 Main Street (1) 10 cubic yard

Scituate Animal Shelter
106 George Washington Highway (1) 10 cubic yard

North Scituate Community House
546 West Greenville Road (1) 10 cubic yard

NOTE: All school facilities (listed below) shall be picked up twice per week; pick up shall be *before* 7:00 AM or *after* 3:00 PM at all school locations.

North Scituate Elementary School
46 Institute Lane (1) 15 cubic yard

Hope Elementary School
391 North Road (1) 15 cubic yard

Clayville Elementary School
3 George Washington Highway (1) 15 cubic yard

Scituate Middle/High School
94 Trimtown Road (2) 20 cubic yard

Scituate Bus Yard (Manning Field)
Trimtown Road (1) 10 cubic yard

27. Maintenance of Municipal Building and School Refuse Containers: The contractor shall clean and deodorize all Municipal Building and School refuse containers at least one time per month.

28. If white goods are found to be mixed with household refuse during regular collection, the contractor shall be penalized \$250.00 per occurrence. Municipal personnel shall notify the contractor in writing specifying the date, time and truck number. The penalty shall be deducted from the monthly payment due the contractor.

29. In event the Contractor fails to collect a reported complaint, the Town shall collect the refuse, appliance, and/or residential yard waste and shall assess the contractor for the actual costs of personnel and equipment plus Fifty Dollars (\$50.00) for each individual collection. The cost of collection shall be deducted from the monthly payment due to the Contractor.

30. In the event the Contractor damages property of any of the residents of the Town while engaged in the collection and removal of refuse, household appliances and residential yard

waste, it will replace such property or fully compensate said resident or residents for such damage or restore said damaged property to its original condition. If the Contractor fails to adjust said claim or 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.

31. 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 without the direction of the Director of Public Works shall result in a fine of \$500.00 per occurrence plus disposal fees.

32. Failure to comply with the set hours of operation, shall result in a penalty of \$500.00 per day. Such penalties shall be deducted from monthly invoices submitted by the contractor.

33. Collection personnel shall return all refuse containers beyond the curb line in a manner not to damage the containers and allow easy access for retrieval of such containers by the resident. Containers shall not be left in the roadway, thrown in any manner or otherwise treated in a damaging manner. The contractor shall be liable for replacement of any and all damaged residential containers or equipment used in conjunction with refuse collection.

34. In the event the collection program is modified in any manner, the Town reserves the right to re-negotiate the collection cost or serve notice to terminate the contract.

PART B
RESIDENTIAL AND MUNICIPAL RECYCLABLES

The successful bidder shall sign a contract with the Town in a form approved by the Town Solicitor and shall agree as follows:

1. Period of contract will be for twelve (12) months, commencing July 1, 2017 and expiring June 30, 2018, and shall have a two-year or twenty-four (24) month renewal option, at the discretion of the Town Council and on such additional terms as may be agreed upon in writing between the parties.

2. The contractor agrees to furnish all labor, equipment and transportation for the collection and removal of all designated recyclable material, separate and apart from all household rubbish, appliances and yard waste as established by ordinance, once a week on the same day as refuse collection, from the premises at curb line of each owner and occupant of dwelling houses, and apartment houses not exceeding five (5) dwelling units. All recyclable material also shall be collected and removed once a week or as directed by the Director of Public Works, from the premises of the following Town owned properties:

Town Hall, 195 Danielson Pike, North Scituate, RI
Scituate Police Department, 115 Main Street, Hope, RI
Department of Public Works, 1 Lincoln Circle, North Scituate, RI
Chopmist Hill Center, 1315 Chopmist Hill Road, North Scituate, RI
Chopmist Hill Fire Station, 1362 Chopmist Hill Road, North Scituate, RI
Potterville Fire Station, 953 Tunk Hill Road, Foster, RI
North Scituate Elementary School, 46 Institute Lane, North Scituate, RI
Hope Elementary School, 391 North Road, Hope, RI
Clayville Elementary School, 3 George Washington Highway, Clayville, RI
Scituate Middle/High School, 94 Trimtown Road, North Scituate, RI
Scituate Animal Shelter, 106 George Washington Highway, Clayville, RI
North Scituate Community House, 546 West Greenville Road, North Scituate, RI

3. The contractor shall collect said designated recyclable material once a week from each district in accordance with the schedule as shown on a map marked APPENDIX A, a copy of which may be viewed in the office of the Public Works Director, Public Works Facility, 1 Lincoln Circle, North Scituate, RI 02857. The Contractor shall agree to adhere to said collection schedule as the same may be from time to time amended by the Town. If any regular collection day falls on a holiday, the Contractor agrees to collect the refuse in accordance with the "Holiday Schedule" as determined by the Director of Public Works.

4. The Town will pay to the Contractor the contract (bid) amount in twelve (12) monthly installments for the initial term and any and all renewals.

5. The contract price, in the event the Town exercises its option to renew, may be increased or decreased after the completion of the initial term based on an annual evaluation of the Cost of

Living Price Index (CPI) as published by the Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region or other accumulated information which influences the fair market value of the contract. Said contract shall thereafter be increased or decreased annually. The aforementioned evaluation of said cost of living index and other influential information to determine said increase or decrease shall be determined annually, solely by the Town Council of the Town of Scituate, 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.

The contract price, in the event the city exercises it's option to renew, may be increased or decreased after the completion of the first twelve (12) months based on an annual evaluation of the Cost of Living Price Index (CPI) as published by the Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region or other accumulated information which influences the fair market value of the contract. Said contract shall thereafter be increased or decreased annually. The aforementioned evaluation of said cost of living index and other influential information to determine said increase or decrease shall be determined annually, solely by the Town Administrator of Scituate, 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.

6. 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 term as allowed herein. The Contractor shall accept or reject the Town's offer within five (5) working days or the contract may be terminated at the expiration date.

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. The Contractor shall accept or reject the Town's offer within five (5) working days or the contract may be terminated at the expiration date.

7. Any contract entered by and between the Town and a selected bidder, may be renegotiated by the Contractor in the event that the United States of America is involved in a war, or other such event which effects the price and/or allocation of fuel or has an adverse economic impact on either or both parties. In the event the Town and the Contractor cannot reach an amicable agreement as to said negotiations, the Town and the Contractor agree that they will submit the matter to arbitration through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

8. The Contractor shall not sublet or assign this contract in whole or in part, without the prior formal approval of the Town Administrator and the Town Council.

9. If at any time, the Contractor refuses or neglects to collect and remove designated recyclables in accordance with the terms of the contract, then in that event the Town may declare the contract terminated and at an end, and the bond given hereunder, for the faithful performance of the contract shall be forfeited, provided however, that the Contractor shall not be held responsible, if his non-compliance is due solely to strike, fire, or an Act of God.

10. The Contractor shall comply with all Federal, State, and Local ordinances, rules, regulations and laws pertaining to transportation, recyclable materials, hazardous material, disposal and disposal site/s location and operational procedures.

11. The Contractor must be fully cognizant of all regulations, as amended, of the State of Rhode Island Flow Control Bill, with regard to recyclable materials and their proper disposal and shall bear the expense of such amendments.

12. News releases pertaining to the contract or to the services to which it relates will not be made by the Contractor without prior approval by, and then only in coordination with, the Municipality.

13. Collections of designated recyclables shall be conducted by the Contractor under the supervision of the Director of Public Works of the Town of Scituate. Collection shall be carried out in accordance with the Ordinances and regulations of the Town governing recyclables collection, as the same may from time to time be amended, provided however, that such regulations shall not be amended so as to substantially change the obligations imposed upon the Contractor without adjustment of the compensation payable to the Contractor.

14. Residents will be required to place recyclables at the curbside in front of their homes on a specific day of the week. Each resident will be provided with specified recycling containers in which recyclable materials will be placed at curbside and instructions as to proper preparation of all materials. Such containers shall not be the exclusive but shall be the primary container for collection of recyclable materials.

15. Recyclable material of industries or commercial establishments will not be collected by the Contractor unless so directed by the Director of Public Works.

16. Any complaint of missed collection received by the contractor by 12:00 NOON, shall be serviced on the same date. Any complaint of missed collection received by the contractor after 12:00 NOON, shall be serviced within twenty-four (24) hours.

17. In the event the Contractor fails to collect and remove designated recyclables in accordance with 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 recyclables by the City shall be considered as a waiver of or a condition precedent to the right of the Town to declare the contract terminated.

18. Contractor shall collect and remove designated recyclables in such a manner that it will not annoy the residents, nor cause damage to or destruction of property of the inhabitant. The Contractor shall not commence collection prior to 6:00 A.M. nor later than 7:00 A.M. and shall complete all collections by 4:00 P.M. unless otherwise authorized by the Director of Public Works. Additional hours of operation shall be granted by the Director of Public Works on an individual daily basis as requested by the Contractor.

19. All designated recyclable material collected shall be transported in modern vehicles of side or front load design and transported to a Material Recycling Facility designated by the Director of Public Works. Sifting will not be allowed.

20. The vehicle will comply with all requirements of the Rhode Island Department of Motor Vehicles and shall pass all periodic inspections and carry proper insurance as prescribed in this contract. The Town shall reserve the right to refuse to allow a vehicle to perform collection services within the city if it presents a clear and present danger to residents, property or the

limited to, Monday through Friday, 7:00 A.M. to 5:00 P.M. and Saturday 7:00 A.M. to 12:00 Noon. The office shall be staffed by knowledgeable representatives of the Contractor. A voice message system shall also be in place to receive calls beyond regular business hours.

33. The Contractor shall train collection crews and office staff before initiating collection. Materials for use in training collection crews shall be provided by the municipality and will be made available to the Contractor upon request for this purpose.

34. Collection personnel shall return all refuse containers beyond the curb line in a manner not to damage the containers and allow easy access for retrieval of such containers by the resident. Containers shall not be left in the roadway, thrown in any manner or otherwise treated in a damaging manner. The contractor shall be liable for replacement of any and all damaged residential containers or equipment used in conjunction with refuse collection. Collection employees will leave the area litter-free and clean.

35. The Contractor will assist in distribution of promotional recycling materials annually. The promotional material will be provided by the Town to be placed in the recycling containers after being emptied.

36. The Town reserves the right to require the contractor to remove any personnel from the collection program within the town, found to be performing in an unprofessional demeanor or found to have outstanding criminal warrants.

37. Recyclable materials shall be designated by ordinance in accordance with the Rhode Island Department of Environmental Management mandatory recyclables list, which may be amended periodically. The current recyclables list includes 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. SMALL SCRAP METAL - less than 2 feet in length and less than 35 lbs., including empty aerosol cans, empty paint cans and other items that are all metal.
- e. #1 & #2 PLASTICS - All containers with codes #1 & #2 on bottom, rinsed soda bottles, milk jugs, colored containers. NO containers of petroleum based products.
- f. DRINK CARTONS - reasonably clean milk & juice cartons, drink boxes
- g. NEWSPAPER - in brown paper bags, tied with string or in the green bin.

- h. CARDBOARD - boxes & other flat corrugated cardboard flattened, 3' square or less and tied with string.
- i. BOXBOARD - thin cardboard such as cereal, shoe, cookie, or pasta boxes flattened in the green container.
- j. MIXED PAPER - mail, envelopes, magazines, catalogs, writing paper, phone books, paperbacks, paper bags in the green container or a paper bag.

38. All recyclable materials placed for collection shall be owned by and are the responsibility of the municipality upon immediate placement at curbside.

39. In event the Contractor fails to collect a reported complaint, the Town shall collect the recyclable material and shall assess the contractor for the actual costs of personnel and equipment plus Fifty Dollars (\$50.00) for each individual collection. The cost of collection shall be deducted from the monthly payment due to the Contractor.

40. In the event the Contractor damages property of any of the residents of the Town while engaged in the collection and removal of recyclables, it will replace such property or fully compensate said resident or residents for such damage or restore said damaged property to its original condition. If the Contractor fails to adjust said claim or 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.

41. Failure to comply with the set hours of operation as established herein, shall result in a penalty of \$500.00 per day. Such penalties shall be deducted from monthly invoices submitted by the contractor.

42. In the event the collection program is modified in any manner, the Town reserves the right to re-negotiate the collection cost or serve notice to terminate the contract.

roadways of the Town.

21. All collection equipment used by the Contractor shall be approved by the Municipality. Collection equipment should be washed weekly and painted frequently enough to maintain a positive public image and minimize complaints from residents. The Municipality shall have the right to require collection equipment to be washed or painted.
22. The Contractor shall provide a list of all vehicles in service, complete with vehicle identification number, registration and company numbers and gross vehicle weight.
23. 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.
24. All vehicles exiting the Town shall proceed directly to the designated material recycling facility 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 material recycling facility 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.
25. The Town shall have the right to inspect and weigh all vehicles being used to fulfill the provisions of the contract.
26. All vehicles shall be equipped with a broom and shovel for cleanup of broken debris caused by collection error.
27. In the event of impassable or hazardous road conditions due to inclement weather conditions resulting from rain, snow, ice or other uncontrollable forces of nature or affects of man made catastrophes, the Contractor shall call to seek and clarify postponement of collection of materials as regularly scheduled. The Director of Public Works shall determine if regular collection shall be suspended, delayed or postponed.
28. Contractor will pay the prevailing rate of wages in this area to all its employees engaged in collection and removal of refuse under the contract.
29. The Contractor shall provide a route manager/field supervisor within the Town limits during all hours of collection. The route manager/field supervisor shall be equipped with a cellular phone for communication with the Town and such equipment to communicate with all collection vehicles operating within the Town. The route supervisor/field manager shall be in verbal contact with the Public Works Department daily prior to the departure of all collection vehicles from the Town.
30. The Contractor shall assure that all collection crew workers are suitably and adequately attired. Workers shall wear or carry identification.
31. The Contractor shall maintain an office within Rhode Island with a local phone number accessible to the City and the general public. The office hours of operation shall be, but not

PART C
SCHOOL SOLID REFUSE & RECYCLABLES COLLECTION

The successful bidder shall sign a contract with the Town in a form approved by the Town Solicitor and shall agree as follows:

1. Period of contract will be for twelve (12) months, commencing July 1, 2017 and expiring June 30, 2018, and shall have a two-year or twenty-four (24) month renewal option, at the discretion of the Town Council and on such additional terms as may be agreed upon in writing between the parties.
2. Rubbish and Recycling shall be collected from designated school areas and at the frequencies shown herein or as directed by the Director of Public Works. The Contractor shall provide containers sufficient in size, to be collected on an established basis from those schools as designated herein.

Material to be Collected:

The contractor shall collect all refuse material generated from within the school building or associated with an activity sanctioned by the School Department.

Recyclable material shall be collected and transferred in separate collection vehicles apart from regular refuse.

Locations and Containers to be provided: In addition to the solid waste containers specified in *Part A - Contract Specifications, Paragraph 26*, above, the contractor shall provide the following recyclable containers as well as the disposal intervals:

NOTE: All school facilities (listed below) shall be picked up twice per week; pick up shall be *before* 7:00 AM or *after* 3:00 PM at all school locations.

North Scituate Elementary School 46 Institute Lane	(1) 10 cubic yard with lockable cover, labeled "Recycling"
Hope Elementary School 391 North Road	(1) 10 cubic yard with lockable cover, labeled "Recycling"
Clayville Elementary School 3 George Washington Highway	(1) 10 cubic yard with lockable cover, labeled "Recycling"

penalty of \$500.00 per day. Such penalties shall be deducted from monthly invoices submitted by the contractor.

Scituate Middle/High School
94 Trintown Road

(1) 30 cubic yard with lockable cover,
labeled "Recycling"

5. Disposal of Materials:

A. All refuse shall be disposed of at a site designated by the Director of Public Works. The Town shall be responsible for payment of disposal fees incurred at the designated site.

B. All recyclable material shall be transferred to a material recycling facility designated by the Director of Public Works. The Town shall be responsible for payment of fees incurred at the designated site.

6. This agreement may be modified to comply with Federal, State, and Local laws and ordinances, such that it does not alter existing financial responsibility to the contractor. If such financial responsibility is altered, the contract shall be renegotiated.

7. The Town will pay to the Contractor the contract (bid) amount in twelve (12) monthly installments for the initial term and any and all renewals. The Town shall reserve the right to inspect and weigh all trucks being used to fulfill the provisions of the contract.

9. The Town reserves the right to require the contractor to remove any personnel from the collection program within the city, found to be performing in an unprofessional demeanor or found to have outstanding criminal warrants.

10. In event the Contractor fails to collect a reported complaint as outlined herein, the Town shall collect the recyclable material and shall assess the contractor for the actual costs of personnel and equipment plus Fifty Dollars (\$50.00) for each individual collection. The cost of collection shall be deducted from the monthly payment due to the Contractor.

11. In the event the Contractor damages property of any of the residents of the Town or School Department while engaged in the collection and removal of rubbish or recyclables, it will replace such property or fully compensate said resident or School Department for such damage or restore said damaged property to its original condition. If the Contractor fails to adjust said claim or 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.

13. Failure to comply with the set hours of operation as established herein shall result in a

APPENDIX A

DAILY COLLECTION ROUTES

MONDAY

A ROAD
ALFALFA DRIVE
ANGELL ROAD
APPLE HILL ROAD
B ROAD
BIRCH LANE
BUNGY ROAD
C ROAD
CARUE DRIVE
CEDAR LANE
CHOPMIST HILL ROAD (WEST OF ROUTE 6)
COLONIAL ROAD
COUNCIL TREE WAY
COUNTRYSIDE LANE
DAVIS ROAD
ELISHA MATHEWSON ROAD
ELMDALE ROAD
GLENER CHAPEL ROAD
HARMONY ROAD
HARRIS WAY
HARTFORD PIKE
HAYWARD LANE
HILLTOP DRIVE
HUNTING HOUSE LANE
IDE ROAD
KAYLA LANE
MACDONALD DRIVE
MAPLE LANE
MARANATHA LANE
MARY ELIZABETH DRIVE
NEIL LANE
OAK RIDGE ROAD
OLD HARMONY ROAD
OVERHILL ROAD
PEEP TOAD ROAD
POLE BRIDGE ROAD
QUAKER LANE
REGINA DRIVE
ROCKY HILL ROAD
SAMUEL STONE ROAD
SHEPHARDS RUN
SOUTH WOODLAND
STEERE ROAD
SUNNYBROOK ROAD
TYRING LANE
WEST GREENVILLE ROAD
WHITE PINE DRIVE
WINSOR ROAD
WOODLAND ROAD

TUESDAY

ANGELL LANE
BATTEY MEETING HOUSE ROAD
BLUEBERRY LANE
BRITTO LANE
CENTRAL PIKE
CHOPMIST HILL ROAD (ROUTE 6 – SOUTH OF CENTRAL PIKE)
COLLINS LANE
COOKE DRIVE
COUNTRY VIEW LANE
CRESTVIEW CIRCLE
CRESTVIEW DRIVE
CRESTVIEW DRIVE – SOUTH
DANIELSON PIKE
DARBY ROAD
DEXTER ROAD
EAST ROAD
ELMDALE ROAD
ESEK HOPKINS ROAD
GENTRY WAY
GLENER CHAPEL ROAD
HANNA LANE
HESSE LANE
HICKORY DRIVE
HIGHLAND TERRANCE
INSTITUTE LANE
JAMES A POTTER ROAD
MAYLAND AVE.
MIDWAY STREET
MOUNTAIN LAUREL LANE
NORTH SCITUATE BY PASS
PINE HILL ROAD
REMINGTON CIRCLE
RIDGEWOOD DRIVE
ROCKLAND ROAD
RUTLAND HOUSE ROAD
SETTLERS WAY
SHOLES LANE
SILK LANE
SPRING BROOK ROAD
ST MARYS ROAD
SUDDARD LANE
SUNSET LANE
TESTA DRIVE
TRIMTOWN ROAD
TUCKER HOLLOW ROAD
VILLAGE PLAZA WAY
WALKER WAY
WILLIAN F ANGELL LANE
WOODSOND DRIVE

WEDNESDAY

ASHLAND ROAD
BRANDY BROOK ROAD
BYRON RANDALL ROAD
CENTRAL AVENUE
CHOPMIST HILL ROAD (CENTRAL PIKE TO ROUTE 14)
DEERFIELD DRIVE
DORR ROAD
FARRAR LANE
FRENCH ROAD
HUNTER RIDGE DRIVE
PECK HILL ROAD
PINECREST ROAD
PLAINFIELD PIKE
RED CEDAR DRIVE
RIDGE ROAD
ROCKLAND ROAD
SHUN PIKE
SIVO DRIVE
SPRUCE VALLEY DRIVE
SPRUCE VALLEY ROAD
THOMAS ANGELL WAY
TRIMTOWN ROAD
VALLEY VIEW DRIVE
WENDY LANE
WATERMAN DRIVE
WESTCOTT ROAD
WILBUR HOLLOW ROAD
WILLIAN HENRY ROAD

THURSDAY

ALYSSA COURT
ARMAND WAY
BETTY POND ROAD
BLUE SKY DRIVE
BRETT DRIVE
BROOK VIEW LANE
BURNT HILL ROAD
CARA DRIVE
CARPENTER ROAD
CASTLE DRIVE
CHARES HARPIN ROAD
CHOPMIST HILL ROAD (RT. 14 TO CLYAVILLE)
COLE AVE.
DALE DRIVE
DEER RUN
FIELD HILL ROAD
FORREST VIEW DRIVE
FRANKLIN ROAD
FRIAR DRIVE
GEORGE P KING ROAD
GEORGE WASHINGTON HWY
HEATHER LANE
HEMLOCK ROAD
HI VIEW DRIVE
HOPE FURNACE (PORTION)
KENT VIEW DRIVE
KNIGHT HILL ROAD
MARY GREENE LANE
MATTESON ROAD
NIPMUC ROAD
NOTTINGHAM DRIVE
PLAINFIELD PIKE (1453 AND UP)
OAKWOOD DRIVE
OLD PLAINFIELD PIKE
OLD SCITUATE AVE
OLD TUNK HILL ROAD
PLEASANT LANE
PONAGANSETT ROAD
RISE-N-SUN DRIVE
SCITUATE AVE.
SET-N-SUN DRIVE
SHEERWOOD DRIVE
STANLEY MOWRY ROAD
STEPHANIE DRIVE
STEPHEN HOPKINS ROAD
STONY BROOK LANE
TUNK HILL ROAD
TWIN OAKS ROAD
VAZ WAY
WATER VALLEY ROAD
WHITE BIRCH CIRCLE

FRIDAY

ALBERTA STREET
BALDWIN DRIVE
BEN BROWN AVENUE
BENNETT STREET
BLOSSOM LANE
BRAMBLE BUSH ROAD
BRIAR AVE.
BROWN ST.
BUNNY TRIAL
CLARKE ROAD
CLINTON AVE.
COLVIN STREET
COUNTRY LANE
COYLE LANE
CRANBERRY DRIVE
DANIEL WAY
DOCTORS LANE NORTH
DOCTORS LANE SOUTH
DORAY DRIVE
EAGLE GLEN
FAIRGROUND WAY
FIELD VIEW DRIVE
GARDEN LANE
GLENVIEW COURT
GODDARD STREET
GRANT WAY
GREEN LANE
HARRINGTON AVE.
HIGH STREET
HILL STREET
HILLCREST CIRCLE
HOPE AVE.
HOPE FURNACE ROAD (PORTION)
HOWARD AVE.
HOWLAND LANE
IVES STREET
JACKSON FLAT ROAD
JUNIPER TRAIL
KERRI COURT
LABREA WAY
LANGLAIS DRIVE
LEVEILLE ST.
LOCUST GROVE AVE.
MAIN STREET
MEADOW RD.
MILL WAY
MILL STREET
NORTH ROAD
OAK HILL ROAD
OLD HOPE KENT ROAD

BID ITEM OPTION 1: RESIDENTIAL, MUNICIPAL AND SCHOOL SOLID WASTE AND RECYCLABLES COLLECTION

Proposed prices for a Residential, Municipal and School Solid Waste (Refuse) and Recyclables Collection Contract under which the Contractor will collect and remove waste materials from the Service area in accordance with and in strict adherence to the specifications contained in the Contract Documents.

PRICE IN NUMERALS

PRICE IN WORDS

\$ _____

BID ITEM OPTION II: RECYCLABLES COLLECTION

Proposed prices for a Residential, Municipal and School Recyclables Collection Contract (only) under which the Contractor will collect and remove recyclables from the Service Area in accordance with and in strict adherence to the specifications contained in the Contract Documents.

PRICE IN NUMERALS

PRICE IN WORDS

\$ _____

BID ITEM OPTION III: RESIDENTIAL, MUNICIPAL AND SCHOOL SOLID WASTE (ONLY) COLLECTION

Proposed prices for a Residential, Municipal and School Solid Waste (Refuse)(ONLY) Collection Contract under which the Contractor will collect and remove solid waste and refuse materials from the Service area in accordance with and in strict adherence to the specifications contained in the Contract Documents.

PRICE IN NUMERALS

PRICE IN WORDS

\$ _____

(NOTE: Show amount in both words and numerals. In case of discrepancy, the amount shown in words will govern.)

The Bidder shall identify its business entity as either a sole proprietorship (if doing business under an assumed name, indicate assumed name), or partnership (naming partners) or corporation (naming officers). The Bidder shall indicate the official capacities (titles) of persons executing the bid.

BIDDER: _____

NUMBER & STREET: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

Being a:
(Corporation, Incorporated under the laws of that State of _____)

(Partnership)

(Individual)

Composed of officers, partners or owner as follows:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

PART VI

INFORMATION TO ACCOMPANY BID PROPASAL

STATEMENT NO. 1:

Statement of the specific type of equipment proposed to be used in performing the Contract, including a statement that the equipment will be available for use in carrying out the provisions of the contract commencing July 1, 2017.

STATEMENT NO. 2:

Statement from an approved insurance company that it will write and furnish Contractor's Comprehensive General Liability and Property Damage Insurance, including Owner's Protective and Comprehensive Automobile, in the minimum limit of not less than \$1,000.000.

STATEMENT NO. 3:

Statement from an Insurance or Bonding Company that upon awarding of the Contract it will execute a Performance Bond insuring faithful performance under the terms of the Contract in the amount of 100% of the Contract price.

STATEMENT NO 4:

Statement containing answers to questions as to the Bidder's corporate structure; policies, history and personnel.

STATEMENT NO. 1

STATEMENT OF THE SPECIFIC TYPE OF EQUIPMENT PROPOSED TO BE USED FOR **REFUSE**
COLLECTION SERVICE

TYPE OF TRUCK	TYPE OF BODY	YEAR	VIN	REG. NO.	STATE
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STATEMENT OF THE SPECIFIC TYPE OF EQUIPMENT PROPOSED TO BE USED FOR
RECYCLABLES COLLECTION SERVICE

TYPE OF TRUCK	TYPE OF BODY	YEAR	VIN	REG. NO.	STATE
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STATEMENT NO. 2

STATEMENT OF INSURANCE

The undersigned, will write and furnish to the Town of Scituate, Rhode Island, Contractor's Comprehensive General Liability and Property Damage Insurance, including Owner's Protective, in the amount of not less than \$1,000,000 and Automobile Liability, Comprehensive Form, Bodily Injury and Property Damaged not less than \$1,000,000 and Automobile Liability, Comprehensive Form, Bodily Injury and Property Damaged Combined, in the amount of not less than \$1,000,000.

NAME OF INSURANCE COMPANY: _____

NUMBER AND STREET: _____

STATEMENT NO.3

STATEMENT OF ISSUANCE OF PERFORMANCE BOND

In the event that (BIDDING FIRM) is awarded a Contract, the undersigned company or firm will furnish and execute a Performance Bond insuring faithful performance under the terms of the Contract in the amount of 100% of the Contract price.

NAME OF BONDING COMPANY: _____

NUMBER AND STREET: _____

TOWN/STATE/ZIP: _____

SIGNATURE OF COMPANY OFFICIAL: _____

TITLE _____ DATE: _____

PHONE NO: _____ FAX NO: _____

STATEMENT NO. 4

THE BIDDER SHALL RESPOND TO ALL OF THE FOLLOWING QUESTIONS:

- | | <u>YES</u> | <u>NO</u> |
|---|--------------------------|--------------------------|
| 1. If your firm is a Corporation, is it currently a Corporation in Good Standing in Rhode Island, as defined in RIGL 7-1, <i>et seq.</i> ? (For info, call 401-277-3040.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is your firm certified as a Minority Business Enterprise; or as a Woman Business Enterprise? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your firm reorganized or reincorporated within the past five (5) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you or any other principal of this organization filed for bankruptcy of any business venture within the past three (3) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has your firm (or any principal) been subject to either suspension or debarment by the State of Rhode Island or any other jurisdiction within a three (3) year period preceding the submittal of this bid? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has any principal, officer, or manager of this firm ever been convicted of or had a civil judgment rendered against them for commission of fraud? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has your firm (or any principal), within a three (3) year period preceding the submittal of this bid, been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has your firm, within a three (3) year period preceding submittal of this bid, had any contracts terminated for default? | <input type="checkbox"/> | <input type="checkbox"/> |