

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

A. 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 Thursday, June 3, 2021. They will be opened and read aloud on Thursday, June 3, 2021 at 12:30 p.m. at a virtual bid opening zoom meeting. 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 REFUSE AND/OR RESIDENTIAL RECYCLABLES FOR 2021-2024."**

Topic: Bid Opening

Time: June 3, 2021 at 12:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89783541950?pwd=MzUybTJJRFRKL2o4bzh5eTlNRWJjQT09>

Meeting ID: 897 8354 1950

Passcode: 866274

One tap mobile

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

B. The Town may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or 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 Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof.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 the opening thereof.

2. Invitation For Bids Becomes Part of Contract:

This invitation for Bids shall be incorporated, in its entirety, and made an exhibit thereto in the Contract between the Town and the successful Bidder (the "Contractor").

3. Pre-Bid Conference:

A mandatory pre-bid conference will be held virtually on Thursday, May 27, 2021 at 10:00 AM. At that time, questions about this invitation for Bids will be answered.

Topic: PreBid Conference

Time: May 27, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82946220722?pwd=dW1uaTV4THRHR2JkMEhwTXo5Y3lMZz09>

Meeting ID: 829 4622 0722

Passcode: 187406

Dial by your location

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+1 929 205 6099 US (New York)

IT IS MANDATORY THAT ALL FIRMS BIDDING THIS CONTRACT ATTEND THE VIRTUAL PRE-BID CONFERENCE. THOSE FIRMS NOT ATTENDING WILL BE DENIED THE RIGHT TO BID THIS CONTRACT(S).

4. Form of Bid:

Bids must be submitted on and in accordance with the “BID PROPOSAL” form included hereto (Part VII, page 39). 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.

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 three (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 three (3) 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) three-year term commencing July 1, 2021 and expiring June 30, 2024 inclusive. This shall mean the "initial term". The initial term may be extended for up to two (2) additional three-year terms, 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, 2021.

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. Contract between the Town and the Rhode Island Resource Recovery Corporation (RIRRC):

The Bidder's attention is directed to the "Solid Waste and Recycling Services Agreement between the Rhode Island Resource Recovery Corporation and the Town of Scituate," for Fiscal Year 20-21 enclosed herein (APPENDIX B), as well as any subsequent extension thereto or addendum thereof. This Contract shall be incorporated, in its entirety, into the Contract between the Town and the successful Bidder.

27. 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.

28. 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
2021

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 two (2) 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, 1301 Chopmist Hill Road,
North Scituate, 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 thirty-six (36) months, commencing July 1, 2021 and expiring June 30, 2024, and shall have a renewal option as set forth in Paragraph 21, above, at the sole 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 thirty-six (36) monthly installments for the initial term and monthly thereafter for any and all renewals. The first monthly payment shall be made by the 2nd Friday of July 2021, or within a reasonable time thereafter and each succeeding monthly payment shall be paid by the 2nd Friday of the month or within a reasonable time thereafter, so long as said Contractor, its successors or assigns, faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.
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, specifically, the Northeast all items CPI-U amount. 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(s) as allowed herein in paragraph 21, above. 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. Vehicles used for collection of specified materials shall be no more than five (5) years old at the start of this contract, as determined by a review of the vehicle identification numbers ("VINs"), which shall be provided by the Bidder (on the enclosed form.)
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 effects 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.
22. 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.
23. 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.
24. 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 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.
25. 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.
26. 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 yard waste) (2) 10 cubic yard

Scituate Police Station	
1301 Chopmist Hill Road	(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 thirty-six (36) months, commencing July 1, 2021 and expiring June 30, 2024, and shall have a renewal option as set forth in Paragraph 21, above at the sole 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, 1301 Chopmist Hill Road,
North Scituate, 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 thirty-six (36) monthly installments for the initial term and monthly thereafter for any and all renewals. The first monthly payment shall be made by the 2nd Friday of July 2021, or within a reasonable time thereafter and each succeeding monthly payment shall be paid by the 2nd Friday of the month or within a reasonable time thereafter, so long as said Contractor, its successors or assigns, faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.

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, specifically, the Northeast all items CPI-U amount. 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.

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 Town 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

roadways of the Town.

21. Vehicles used for collection of specified materials shall be no more than five (5) years old at the start of this contract, as determined by a review of the vehicle identification numbers ("VINs"), which shall be provided by the Bidder (on the enclosed form.)

22. 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.

23. 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.

24. 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.

25. 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.

26. The Town shall have the right to inspect and weigh all vehicles being used to fulfill the provisions of the contract.

27. All vehicles shall be equipped with a broom and shovel for clean-up of broken debris caused by collection error.

28. 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 effects 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.

29. 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.

30. 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.

31. The Contractor shall assure that all collection crew workers are suitably and adequately attired. Workers shall wear or carry identification.

32. 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

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.

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 thirty-six (36) months, commencing July 1, 2021 and expiring June 30, 2024, and shall have a renewal option as set forth in Paragraph 21, above, at the sole 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.

3. Material to be Collected:

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

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

4. 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"

Scituate Middle/High School
94 Trimtown 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 thirty-six (36) monthly installments for the initial term and monthly thereafter for any and all renewals. The first monthly payment shall be made by the 2nd Friday of July 2021, or within a reasonable time thereafter and each succeeding monthly payment shall be paid by the 2nd Friday of the month or within a reasonable time thereafter, so long as said Contractor, its successors or assigns, faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.

8. 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.

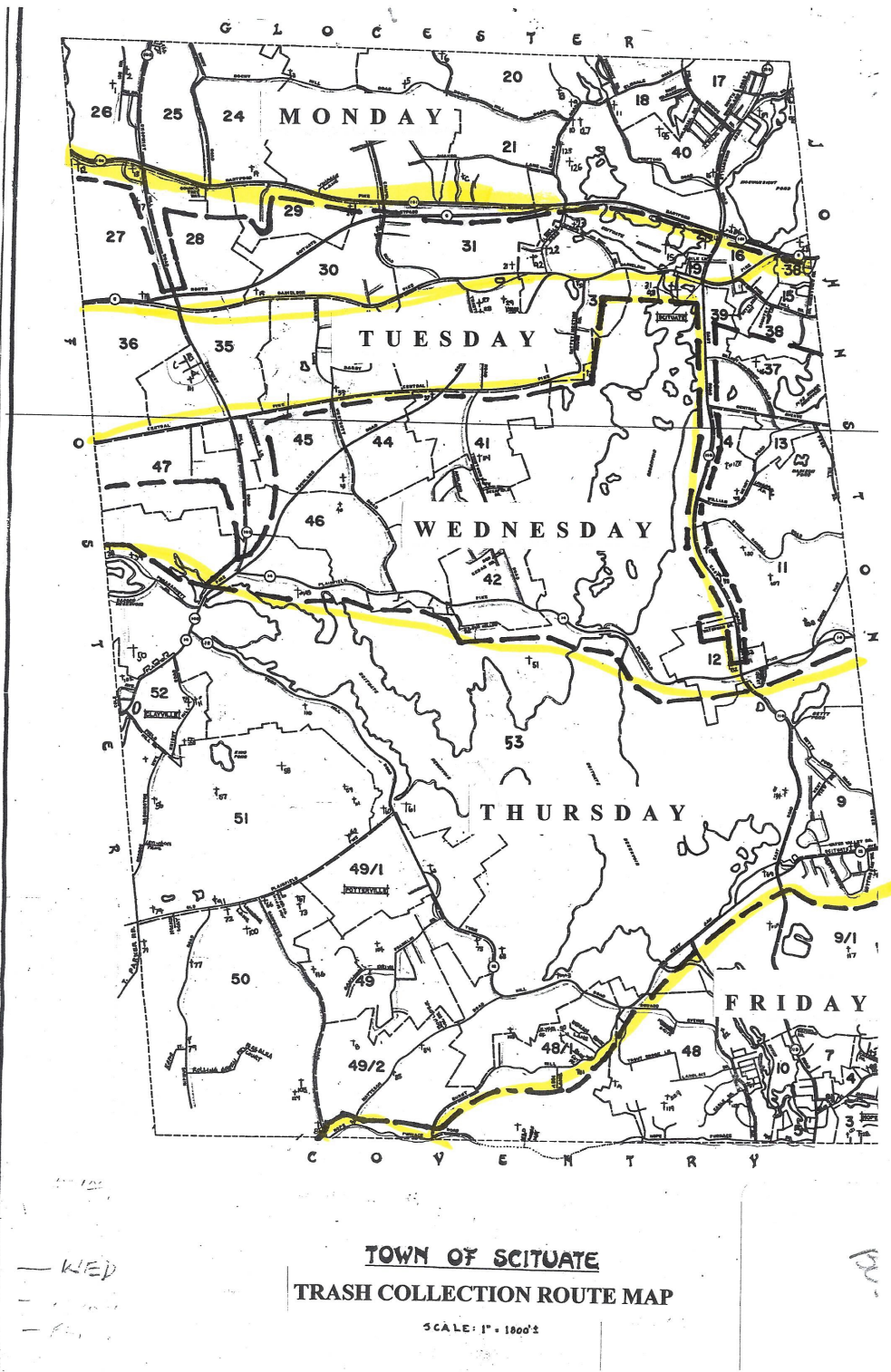
11. In the event the Contractor damages property of any of the residents of the Town or School Department while engaged in the collection and removal of rubbish or recyclables, it will replace such property or fully compensate said resident or School Department for such damage or restore said damaged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

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

APPENDIX A

SERVICE AREA DESCRIPTION



TOWN OF SCITUATE
REQUEST FOR QUALIFICATIONS
COLLECTION OF MUNICIPAL & SCHOOL DEPARTMENT
SOLID WASTE & RECYCLABLES

Qualification statements from refuse and recyclables collection contractors are hereby solicited by the Town of Scituate and should be forwarded in triplicate to the DPW Director, c/o Town Hall, 195 Danielson Pike, North Scituate, Rhode Island 02857, by 12:00 p.m. on Thursday, June 3, 2021.

The proposed contractual services consist of collection and transportation of residential refuse, yard debris (which is handled directly at the Department of Public Works facility), appliances and recyclables from all single through four (4) unit dwellings in the Town and collection of refuse and recyclables generated by the school system in the Town. The contractor will supply all equipment and personnel necessary to collect and transport all materials to the designated disposal sites.

The main objective of this solicitation is to pre-qualify contractors for the above-noted project so as to facilitate the selection process. It is the intention of the Town to identify what it deems to be the most qualified firms and to subsequently request formal bid proposals from those companies. The final contract award will be based upon the lowest most qualified bid received. Response to the Request for Qualifications (RFQ) will be reviewed by the Director of the Department of Public Works or a designee of the Town Council. The following criteria will be used to evaluate the responses:

- Demonstrated ability to collect refuse or recyclables from curbside in a community of a minimum of 4,000 households or equivalent experience at the discretion of the Town.
- Documentation of performance of a municipal contract for three (3) years or longer.
- Exhibition of existing equipment necessary to fulfill collection of refuse and/or recyclables from 10,000 households or more.
- Demonstrated ability to work with municipal governments and to provide acceptable levels of service on time and within budget.

Response to this solicitation must be accompanied by a company brochure, key personnel resumes, listing of similar contracts and references, statement of the company's qualifications relevant to the above contract and any other information the company deems pertinent in assisting the Town in adequately reviewing their capabilities.

Only firms deemed qualified by the Town after review of the qualification statements submitted in accordance with the RFQ will be requested to submit bid proposals. Any questions should be directed to Kirk Loiselle, Director, DPW, 1 Lincoln Circle, North Scituate, RI 02857 or at 401-647-3366.

The Town reserves the right to reject any or all companies, to waive any informality in the qualification statements and to pre-qualify any firm based on what the Town considers to be in its best interest.

Abbie Groves
Town Council President

PART I

1. Bid Parts:

The Town has issued this Invitation for Bids to establish contracts for the following services:

Bid Option I

- A. Residential, Municipal and School Solid Waste.
- B. Residential, Municipal and School Recyclables.

Bid Option II

- A. Recyclables Collections: The collection of recyclable materials from the Town's residences, school, and municipals buildings

Bid Option III

- A. Residential, Municipal and School Solid Waste (only).

The Bidder has the option of bidding for a contract to provide the Town with service for:

- Option I (everything); or,
- Option II (recyclables only); or,
- Option III (solid waste only).

In addition, the Bidder may submit a price for automated collection. At the time of the issuance of this RFP, the Town has secured 65 gallon carts which will be distributed to all households. There are existing carts at several Town (to include municipal buildings and properties). The Bidder should know the expectation is that all households will have recycling carts, which could weigh up to 100 lbs. when full.

2. Bid Prices:

The Bidder shall state his/her proposed bid price for a bid option in the manner as designated in the enclosed "BID PROPOSAL" form. The bid price is to cover all the expenses incidental to the completion of the work in full conformity with the contract specifications.

In the event there is a discrepancy between the price written in words and in numerals, the price written in words shall govern.

3. Road Miles:

There are approximately 97 lane miles in Town.

4. Residential Units:

There currently are approximately 4,200 housing structures (residential units) in the Town to be serviced under the contract. The number of residential units is an estimate. The Bidder shall make his/her own count to verify the number of residential units to be served.

5. Conditions of Work & Personal Examination:

The Bidder is required to submit his/her bid upon the following express conditions, which shall apply to and become a part of the bid.

A. The bidder must satisfy himself/herself by his/her own investigation and research as to the nature and locations of the work, the general and local conditions, including but not restricted to transportation, disposal, handling, roads, means of access, or other similar conditions affecting the work to be done and labor and materials needed.

B. The Bidder must satisfy himself/herself by personal examination as to the actual conditions, requirements and limits of the proposed work.

C. The submission of a bid will be accepted by the Town as satisfactory proof that the Bidder has satisfied himself/herself in the above respects.

D. The bidder shall not at any time after the submission of his/her bid assert or complain that there was any misunderstanding in regard to the nature or amount of the work to be done.

6. Technical Proposals:

The Bidder shall submit to the Town a technical proposal for each bid option to which he/she responds. Failure to submit a technical proposal(s) will result in a determination that the Bidder is not "responsive"

A technical proposal(s) must include a detailed operation plan showing:

A. A daily schedule showing the approximate hours of the day that collections will take place and number of collections to be made daily.

B. Deployment of equipment and personnel, showing which pieces of equipment and which employees will work on each route.

7. Conflict of Interest:

A bidder submitting a bid thereby certifies that:

A. No officer, agent, or employee of the Town has a pecuniary interest in the Bid or has participated in contract negotiations on the part of the Bidder:

B. The Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids; and

C. The Bidder is competing solely in his/her own behalf without connection with, or obligation to, any undisclosed person or firm.

PART II

SPECIFICATIONS FOR BOTH REFUSE AND RECYCLABLES COLLECTION SERVICES

1. Contract Supervision:

Collection services shall be conducted by the Contractor under the supervision of the Director of Public Works of the Town of Scituate and shall be carried out in accordance with the ordinances and regulations of the Town.

If the residential refuse collection service and recyclables collection service are performed by two (2) different Contractors, and if a dispute arises between the Contractors as to which Contractor is responsible for collecting a material(s) set out to the curbside, the Director of Public Works shall determine which Contractor is responsible for collecting said material(s) and that Contractor shall collect the disputed material(s).

2. Service Area:

The service area, shown on the enclosed map(s) of the Town of Scituate (APPENDIX A) will encompass.

A. housing structures containing one (1) to five (5) residential units (hereafter these shall be referred to as the Service Area's eligible residential units) contingent on future legislation mandating town pickup.

The Contractor shall be required to service new eligible residential units constructed during the term of the Contract at no additional cost above what is stated in his/her "BID PROPOSAL" form.

A. the following municipal buildings:

1. Town Hall, 195 Danielson Pike, North Scituate, RI
2. Scituate Police Department, 1301 Chopmist Hill Road, North Scituate, RI
3. Department of Public Works, 1 Lincoln Circle, North Scituate, RI
4. Chopmist Hill Center, 1315 Chopmist Hill Road, North Scituate, RI
5. Chopmist Hill Fire Station, 1362 Chopmist Hill Road, North Scituate, RI
6. Potterville Fire Station, 953 Tunk Hill Road, Foster, RI
7. Scituate Animal Shelter, 106 George Washington Highway, Clayville, RI
8. North Scituate Community House, 546 West Greenville Road, North Scituate, RI

B. the following school buildings:

1. North Scituate Elementary School, 46 Institute Lane, North Scituate, RI
2. Hope Elementary School, 391 North Road, Hope, RI
3. Clayville Elementary School, 3 George Washington Highway, Clayville, RI
4. Scituate Middle/High School, 94 Trimtown Road, North Scituate, RI

3. Day of Collection:

Collection service for eligible residential units shall occur on the same day of the week that those residential units are currently receiving collection service. The enclosed map of the Town (APPENDIX A) displays the Town's current collection routes by day of the week

4. Point of Residential Collection:

Residential collection shall occur at curbside which shall mean within five feet of the curb or edge of the street on the sidewalk side of the curb or edge of the street.

5. Collection Hours:

Collection service shall begin no earlier than 6:00 a.m. All collections for each scheduled day shall be completed by 6:00 p.m.

Residents shall be asked to set out to the curb refuse/recyclables by 6:00 a.m. on their scheduled day of collection but not before 5:00 p.m. on the day before.

The Contractor shall collect and remove recyclables in such a manner that it will not annoy residents, or cause damage to or destruction of property.

6. Holiday Collection Schedule:

The Contractor shall not provide collection services on Sunday or on the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

When a holiday falls on the normally scheduled collection day for a given street neighborhood, the Contractor shall collect from that street on the following day. Collections for each normally scheduled day thereafter in that week shall be postponed by one day. For example: if a holiday falls on a Monday, Monday's normally scheduled collections shall occur on Tuesday; Tuesday's on Wednesday; Wednesday's on Thursday; Thursday's on Friday; and Friday's on Saturday.

7. Containers

The Contractor's collection personnel shall leave at the point of collection any reusable containers/bins and any protective covers used to set out refuse/recyclables. The Contractor shall be responsible for any damage caused to reusable containers/bins and protective covers by the Contractor's collection personnel. The Contractor shall not be responsible for damage resulting from weather or normal wear and tear.

The Contractor shall replace, at his/her expense, any reusable containers, bins or protective covers damaged by the Contractor's collection personnel. If a dispute arises between a resident and the Contractor as to the cause of damage, the Director of Public Works shall determine the cause of damage.

8. Compliance with Driving/Hauling Laws:

Collection and transportation of all refuse/recyclables shall be accomplished in accordance with all existing laws, regulations and ordinances and future amendments thereto of and by any federal, state or town regulatory agencies.

9. Customer Information and Complaint Resolution:

The Contractor shall maintain and staff an office with a telephone number from 8:00 a.m. to 5:00 p.m., Monday through Friday so that residents can access the Contractor with inquiries, requests and/or complaints. The staff shall be knowledgeable and courteous in answering customer information requests and resolving customer complaints regarding collection service.

During non-business hours and if the staff is unavailable for any period of time, a telephone recorder will be used to tape customer information requests and complaints. Calls received by noon must be returned by 5:00 p.m. on the same day or by the following business day if received after noon.

All calls must be recorded in a log noting: the date and time of call; the address of the caller; the request or complaint; and the method, date and time of request or complaint resolution. A copy of the previous month's log will be mailed to the Director of Public Works each month.

In regards to a request or complaint, the resident shall be presumed correct unless determined otherwise by the Director of Public Works.

10. Missed Collection:

The Contractor shall establish a procedure for receiving and responding to residential complaints of missed collections on the part of the contractor or his agents.

Any residential complaint of missed collection received by 10:00 a.m. on the complainant's schedule collection day shall be remedied by 5:00 p.m. on that day. Any residential complaint of missed collection received within twenty-four (24) hours after 10:00 a.m. of the complainant's schedule collection day shall be remedied by 5:00 p.m. of the day following the complainant's scheduled collection day

The Contractor shall remedy in the above stipulated time frame any and all complaints of missed collection relayed by the Town from the complainant to the Contractor.

Any complaint received outside the above stipulated time frame shall not be considered valid.

The Contractor shall meet with the Town at the Town's request as often as twice a month to review customer complaints and resolutions.

11. Project Coordination:

As scheduled by the Town or at the Contractor's request, the Contractor shall attend project status meetings as often as once a month.

12. Cleanup on Route:

The Contractor shall pick up all blown, littered and broken material resulting from his/her 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.

13. Personnel Requirements:

A. The Contractor shall maintain qualified manager(s) in his/her employment at all times. Should a qualified manager terminate employment with the Contractor and if no other qualified employee is then employed by the Contractor to supervise the contract work, the Contractor shall hire within 15 calendar days of said termination, a qualified manager.

B. The Contractor shall assure that all collection crew workers are suitably, adequately and safely attired. Collection crew workers must wear shirts at all times. Workers shall wear or carry identification.

C. The Contractor shall train collection crews, and office staff before initiating collection and before the Contractor permits an employee to begin work.

D. The Contractor and all of his/her personnel shall comply with all applicable federal, state and town laws, ordinances, rules and regulations.

14. Collection Equipment Requirements:

A. For this contract, vehicles used for collection of specified materials shall be no more than five (5) years old as well as newly painted, unless a waiver is obtained from the DPW Director.

B. All 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.

C. All collection equipment shall be equipped to totally cover and secure loads to prevent material from blowing or falling out during collection and hauling.

D. All collection equipment shall be clearly identified by affixing the following items prominently and conspicuously to each side of the equipment:

Contractor's Name
Contractor's Telephone Number
Vehicle Identification Number

E. The Contractor shall obtain all applicable licenses and permits and have all collection equipment inspected by the Town prior to commencement of recyclables service. All such licenses and permits shall be paid for by the Contractor and maintained continuously for the term of the Contract.

15. Weight of Materials Collected:

The Contractor shall establish the tare weight of each collection vehicle. This will be done at RIRRC's scale and in the presence of a representative of the Town and/or the RIRRC. Said vehicle shall be loaded at the time of weighing with approximately one half of its fuel capacity down, the containers (boxes, bins or drums) that will be used for collection, and the driver who normally drives the vehicle.

The Contractor shall weigh each vehicle load of materials which have been collected as part of this Contract and submit scale receipts to the Town on the fifth (5th) day of each month. Weighing will be conducted so as to permit separate determination of the weight of collected residential refuse and the weight of each collected recyclable materials stream. All weighing records must be kept by the Contractor and must be certifiable by the RIRRC.

If the Contractor is found to be falsifying the weight of materials collected, delivered and/or sold, the Town reserves the right to terminate the Contract and/or take other corrective measures.

16. News Releases:

News releases pertaining to this Invitation for Bid, the ensuing 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 Town.

17. Provision of Other Services:

The Contractor shall not perform, promote or solicit other residential collection services in the Town while providing collection service under terms of this Contract without express permission of the Town.

18. Ownership of Residential Refuse, Bulky Waste and Recyclables:

All residential refuse, bulky waste and recyclables shall become immediately owned by and the responsibility of the Town upon set out to the curb, however, the Town shall be held harmless in the event that any of the above mentioned items causes damage or injury to life, health, or property.

19. Communication, Coordination, Cooperation and Synchronization between Collection Contractors:

If residential refuse collection service and recyclables collection service are provided by two (2) different Contractors, the Contractors shall be obligated to:

A. synchronize their collection schedules so that both Contractors collect residential refuse and recyclables from the same routes on the same day of the week

B. communicate, coordinate and cooperate with each other in producing an annual collection advertisement, and holiday and hazardous weather public service announcements.

Paragraph A of this section shall apply to collection schedule changes due to hazardous weather conditions. A breakdown of communication, coordination, cooperation of synchronization between the two (2) collection contractors, shall cause the Town to determine that both Contractors are in a state of non-compliance and non-performance under their respective contracts.

20. Payment Schedule:

The Town will pay to the Contractor the Contract (Bid) price amount in thirty-six (36) monthly installments. Monthly payments will be paid to the Contractor by the Town within a reasonable time after the Contractor has submitted his invoice for services so long as said Contractor, it's successor or assignee, faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the Contract, until said Contract expires.

PART III

SPECIFICATIONS FOR REFUSE COLLECTION SERVICE ONLY

1. Definitions:

A. Residential Refuse: Garbage, trash and rubbish generated by the occupants of an eligible residential unit during the course of said occupants' ordinary daily living routine. A single unit or item of said garbage, trash or rubbish must be of a size small enough to be able to be placed in and set out at the curbside/roadside in a reusable container or disposable bag no larger than thirty (30) gallons.

B. Residential Bulky Waste: Any single unit or item of garbage, trash or rubbish larger than the size parameters established for Residential Refuse in paragraph A above. Bulky waste may include such items as furniture and other large household items excluding household appliances.

C. White Goods: All household appliances shall be picked up by the Contractor on a "on call" basis. It shall be the responsibility of the resident to arrange a pickup time and date with the Contractor. In the event a resident places a household appliance on the curbside, it shall be the responsibility of the Contractor to place a notice on the item instructing the resident to call the Contractor to arrange a pickup. Said notice shall contain information to the resident as to how to contact the Contractor to arrange for a pickup. It shall be the responsibility of the Contractor to recycle Freon from any household appliances that contain or once contained Freon.

2. Preparation and Maximum Set Out of Refuse by Residents:

Residents will be permitted to set out residential refuse to the curbside for collection in a combined total of no more than two (2) thirty (30) gallon reusable containers and/or disposable plastic bags.

The Contractor shall not pick up more than the two (2) total allotted bags/containers per unit. It shall be the responsibility of the Contractor to inform the resident that he/she has exceeded the two (2) maximum total by placing a notice on any additional bags/containers. The Contractor shall inform the Director of Public Works, in writing, as to the residential units which receive such notification.

3. Collection of Maximum Set Out of Refuse by Residents:

The Contractor will collect a combined total of no more than two (2) thirty (30) gallon reusable containers and/or disposal plastic bags per residential unit per week.

4. Residential Refuse Collection Schedule and Frequency:

The Contractor shall drive by and collect refuse from every eligible residential unit in the Service Area with a frequency of one time per week on each residential units currently scheduled collection day. The enclosed map of the Town (APPENDIX A) displays the Town's current collection routes by day of the week.

5. Disposal Site for Residential, Municipal Building and School Refuse:

The contractor shall deliver all residential, municipal building and school refuse collected to the Rhode Island Resource Recovery Corporation's Landfill located at 65 Shun Pike, Johnston, Rhode Island. Disposal at any other facility is strictly prohibited. The use of a transfer station is strictly prohibited.

6. Collection of Refuse from Municipal Buildings:

DPW Facility	
1 Lincoln Circle	(1) 30 cubic yard (for yard waste) (2) 10 cubic yard

Scituate Police Station	
1301 Chopmist Hill Road	(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

For the term of the Contract the above collection frequencies shall be maintained at the municipal buildings on a weekly basis or at such additional intervals as may be requested by the DPW Director.

7. Collection of Refuse from Schools:

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

For the term of the Contract the above collection frequencies shall be maintained at the schools annually from the beginning of September through the end of June. Additional collections may be requested by the Town at the beginning of September and at the end of June.

From the beginning of July through the end of August, each school refuse container shall each be emptied one time per week. During this time period additional school container collections may be requested by the Town on an on-call/as needed basis.

8. 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.

The Town School Department's Director of Facilities may request that a refuse container be cleaned and deodorized at any time he/she determines it to be necessary.

9. Collection and Composting of Residential Yard Waste:

The Contractor shall provide one (1) 30 cubic yard container located at the Department of Public Works facility for residents to bring and deposit residential yard waste. The Contractor shall deliver and tip the residential yard waste container from the DPW facility at Rhode Island Resource Recovery Corporation, Smithfield Peat, or any other facility as directed by the Director of DPW.

10. Collection and Disposal of Christmas Trees:

From December 25 through February 1 of each year during the term of the Contract, the Contractor shall position a fifty (50) cubic yard capacity (or comparable size) open-top roll-off container on the grounds of the Department of Public Works into which residents may place only Christmas trees.

The roll-off container shall be pulled and switched and its contents tipped by the Contractor on an on-call as needed basis.

Department of Public Works personnel shall be responsible for assuring that only Christmas trees are placed in the roll-off container.

The Contractor shall deliver to and tip residential Christmas trees at the Rhode Island Resource Recovery Corporation.

11. Collection and Disposal of Bulk Household Rubbish/White Goods:

To collect, remove, and transport bulk household rubbish in the manner described in these specifications, weekly (52 times per year) at curbside from the street or right-of-way abutting the premises of all one (1) to five (5) family residential dwelling houses:

A. Bulk Household Rubbish: Bulk household rubbish shall be defined as, but not limited to, household furnishings (chairs, tables, sofas, carpets), lawn furnishings, and all other materials ordinarily disposed of as refuse from dwellings, provided that fragment size shall be such as to permit admission to receiving hoppers of the compaction type bodies used on the vehicles into which said refuse is placed. Each residence will only be allowed one item per month. Non-metal residential bulky waste items must be delivered to and tipped at the Rhode Island Resource Recovery Corporation.

B. Automobile Tires: Automobile tires are not considered bulky waste and shall not be picked up by the Contractor. The Contractor shall be responsible for placing a notice on any tires placed on the curb indicating that disposal of the tires is the sole responsibility of the resident.

C. Metal: Metal residential waste less than three (3) feet or thirty-five (35) pounds in weight shall be picked up by the recycling Contractor. Metal residential waste greater than three (3) feet or thirty-five (35) pounds in weight shall not be picked up by the recycling Contractor. The Contractor shall be responsible for placing a notice on any metal residential waste, waste greater than three (3) feet or thirty-five (35) pounds in weight indicating that disposal of said metal residential waste is the sole responsibility of the resident.

D. White Goods: All white goods shall be picked up by the Contractor on an "on-call basis".

12. Refuse Collection Equipment Requirement:

All residential refuse shall be collected and transported in modern vehicles of a load packer design.

PART IV

SPECIFICATIONS FOR RECYCLABLES COLLECTION SERVICE ONLY

1. Definition of Recyclable Materials:

The Contractor shall be required to collect "Maximum" recyclable materials. The Town participates in "single stream" recycling, which combines former "blue" and "green" streams into a single stream.

Maximum recyclable materials are defined and categorized into the following "single stream":

Aluminum and steel/tin cans; aluminum foil and scrap (e.g., pie plates); metal lids; empty steel aerosol and latex paint cans; scrap metal; glass bottles and jars; #1 PET plastic bottles and jugs, #2 HDPE plastic bottles and jugs; paper milk cartons, juice boxes, mail, magazines and catalogs; writing paper; corrugated cardboard; paperboard (e.g., cereal boxes); newspaper; brown (craft) paper bags; telephone directories.

2. Preparation and Set Out of Recyclables by Residents:

The Town has acquired and distributed to residents 64 gallon totes/carts into which they set out recyclables at the curbside for collection.

Residents will be allowed to set out recyclables in receptacles other than the totes provided that the other receptacles are durable clearly identified as containing recyclables. After being emptied, the other marked/identified receptacles must be returned to the curbside; they must not be placed in the recyclables collection truck.

3. Collection of Recyclables Set out by Residents:

Recyclables will be set out to the curbside in front of residential units and municipal buildings in the above-described manner for collection every week on the same day as scheduled refuse collection.

Collection crews will leave the setout locations litter-free and clean.

4. Hauling Destination:

All recyclables will be hauled intact directly to the tipping areas of Rhode Island Solid Resource Recovery Corporation's (RIRRC'S) Materials Recycling Facility (MRF) located at 33 Shun Pike, Johnston, Rhode Island. Transfer of recyclables shall not be permitted.

When delivering recyclables to the MRF, the collection crews and vehicles shall separately weigh and then tip the Green and Blue recyclables streams in separate and distinct tipping areas.

Criteria will be established for acceptance of loads deemed unsuitable for processing at the MRF. When the Contractor's collection vehicle enters the MRF with a load, it will be dumped on the tipping floor and sorted with the use of a front-end loader. If the load contains in excess of 5% residue, meaning items not listed as recyclables by the Contract, the MRF will not accept these materials and the Contractor will reload the collection vehicle with his/her personnel and equipment at his/her expense. It will then be the responsibility of the Contractor to dispose of the recyclables in a suitable manner.

Any non-recyclable material collected by the Contractor and rejected by the MRF shall be disposed of by and at the expense of the Contractor.

5. Collection of Recyclables from Municipal Buildings:

The Town has provided at least one (1) tote or a number of blue and green bins for Recycling to each Municipal Building. (Single stream has eliminated the need to separately sort recyclables into blue or green bins.)

Municipal Buildings shall set out recyclables to the curb in their respective bins or, when applicable, loose for collection by the Contractor on the scheduled collection days for the streets on which they are located.

6. Collection of Recyclables from Schools:

For the term of the Contract, the contractor, at his/her expense, shall procure and provide all of the Town's school with recycling containers (as specified herein) of sufficient size and quantity for the storage and set out of recyclables that can be accessed by the recyclables collection crew and vehicle on the schools' collection days.

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"

Scituate Middle/High School
94 Trimtown Road

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

The school's recycling containers shall be emptied twice per week.

For the term of the Contract the above collection frequencies shall be maintained at the schools annually from the beginning of September through the end of June. Additional collections may be requested by the Town at the beginning of September and at the end of June.

From the beginning of July through the end of August, each school recycling containers shall be emptied one time per week. During this time period, additional school recycling container collections may be requested by the Town on an on-call/as needed basis.

7. Data Collection:

The Contractor shall collect the following data each day for each route and collection crew:

A. Date and general weather conditions.

8. Non-Participation:

The Contractor is responsible for identifying residents who are consistently failing to separate waste and place recyclable materials to the curb and to notify the DPW Director of said residents. 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.

9. Town Responsibilities:

It shall be the responsibility of the Town to:

- A. Provide prompt follow up on cases of improperly sorted material and non-participation which are reported by the Contractor to the Town's Director of Public Works.
- B. Enforce mandatory separation and anti-scavenging ordinances.
- C. Work with Contractor in identifying and resolving service problems.
- D. Conduct public information and outreach programs and provide educational materials to the residents.

10. Recyclables Collection Equipment Requirements:

A. Operational Characteristics: The bodies of recyclables collection vehicles will have compartments which segregate all recyclables from refuse (no mixing of refuse and recyclables); and adequately protect recyclables from the weather. If used to hold any materials other than the Town's recyclables (e.g., refuse or different commercial/municipal entities' recyclables), the bodies of the recyclables collection vehicles shall be clean and free of said materials prior to holding the Town's recyclables. If compartmentalized, the bodies of collection vehicles must be able to separately weigh and tip the contents of each compartment.

B. Signage: A Town-approved sign identifying a vehicle as a recyclables collection vehicle must be affixed to each side of all recyclables collection vehicles.

11. The Contractor shall participate in Town-directed promotion and education efforts as outlined below:

- A. Distribution of notices of improperly prepared materials, of collection schedule changes, or unacceptable materials or any other pertinent information.
- B. Advertisement of service availability and service area in the yellow pages telephone book.
- C. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- D. Availability once per year to participate in promoting the collection service at area fairs, neighborhood association programs or other community events.

12. Promotion and Education:

Advice to the Town on promotion and education material content and presentation. The Town is responsible for the development, printing, and supplying of promotion and education materials.

PART V

BID PROPOSAL FORM

FOR: REFUSE/RECYCLABLES COLLECTION CONTRACT

TO: Director of Public Works
Scituate Town Hall
195 Danielson Pike
North Scituate, RI 02857

The undersigned, having become familiarized with the general layout of the Town, and the State and local conditions affecting the cost of the work, and with the documents affecting the bidding including the contract documents, hereby proposes to perform everything required to be performed, and to provide all furnish all labor, equipment, and transportation service necessary to perform and complete in a workmanlike manner, all the work and services required to be performed in the collection and removal of refuse/and or recyclables from within the Town of Scituate and to comply with the hereinbefore stated requirements and with the provisions of the pertinent ordinances of said Town and to the requirements of the General Laws of the State of Rhode Island and the Rhode Island Solid Waste Management Corporations, at the following bid prices:

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 PROPOSAL

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, 2021.

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: _

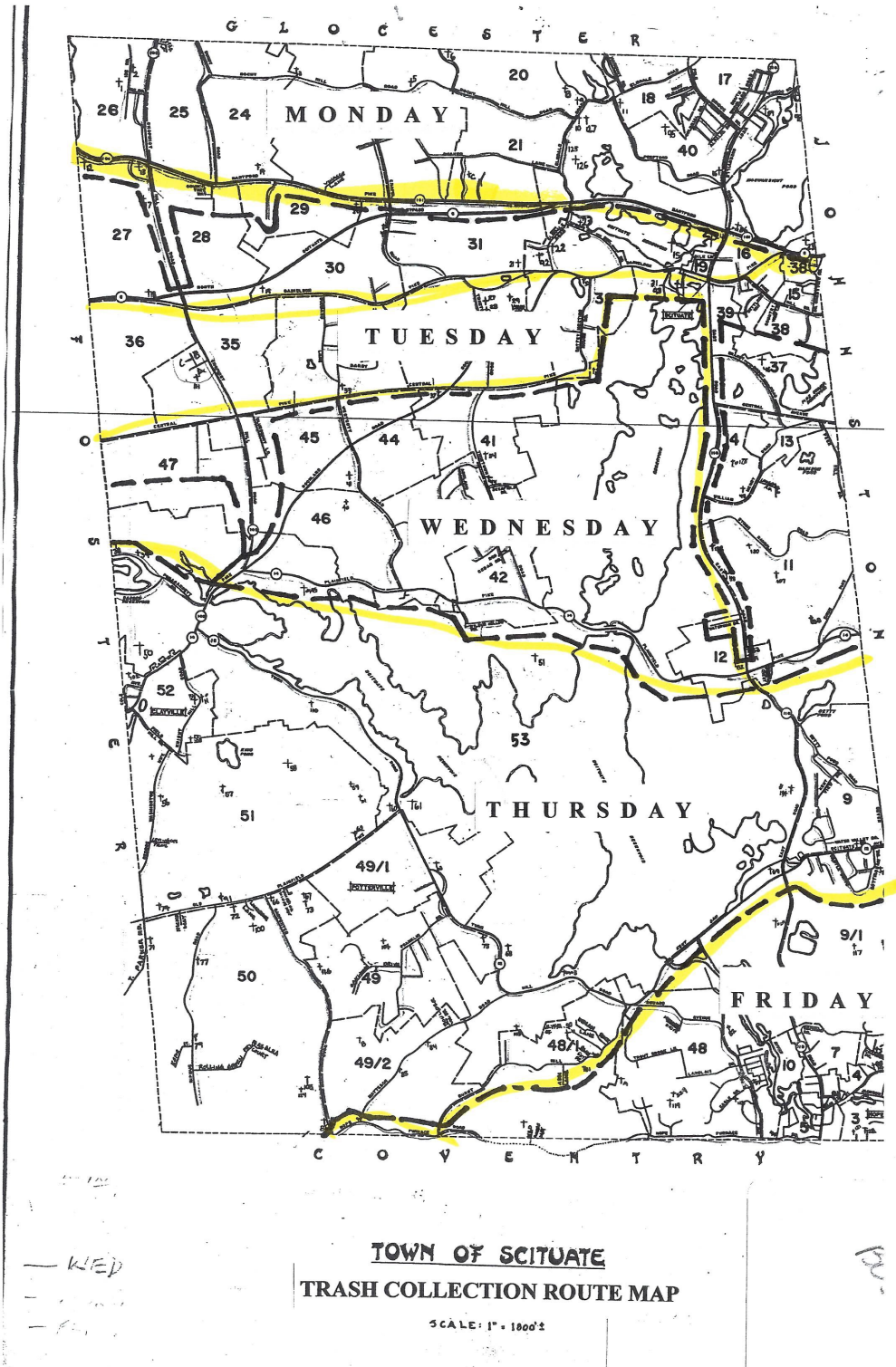
STATEMENT NO. 4

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 statutes 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"/>

APPENDIX A

MAP OF SCITUATE
SHOWING DAILY COLLECTION ROUTES



APPENDIX B

SOLID WASTE AND RECYCLING SERVICES
AGREEMENT BETWEEN THE RHODE ISLAND
RESOURCE RECOVERY CORPORATION AND
THE TOWN OF SCITUATE

June