

## Notice of Contract Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>WASTE MANAGEMENT RI INC</b> <b>26 PATRIOT PL</b> <b>STE 300</b> <b>FOXBORO, MA 02035</b> <b>United States</b>
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<b>MPA-415 URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D"</b>	
Award Number	<b>3345368</b>
Revision Number	<b>5</b>
Effective Period	<b>01-NOV-2013 - 30-SEP-2018</b>
Approved PO Date	<b>17-AUG-2016</b>
Vendor Number	<b>1000-iSupplier</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>1344125</b>
Change Order Requisition Number	
Solicitation Number	<b>7477367</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Bovis, Thomas</b> -
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

CHANGE TO PO #3345368 DATED 8/4/2016

LINE ITEMS 77 & 78 ADDED TO CONTRACT.

LINE 77:

50-YARD COVERED ROLL OFF CONTAINER MONTHLY RENTAL (EFFECTIVE AUGUST 16, 2016) \$150.00

LINE 78:

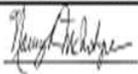
50-YARD COVERED ROLL OFF CONTAINER PER HAUL (EFFECTIVE AUGUST 16, 2016) \$200.00

### INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

**STATE PURCHASING AGENT**

  
 Nancy R. McIntyre

**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)."

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO

AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized**

release document is certified by the ordering Agency.

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

# Notice of Contract Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>WASTE MANAGEMENT RI INC</b> <b>26 PATRIOT PL</b> <b>STE 300</b> <b>FOXBORO, MA 02035</b> <b>United States</b>
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<b>URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D" (MPA-415)</b>	
Award Number	<b>3345368</b>
Revision Number	<b>4</b>
Effective Period	<b>01-NOV-2013 - 30-SEP-2018</b>
Vendor Number	<b>1000-iSupplier</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	
Solicitation Number	<b>7477367</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Bovis, Thomas</b> -

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

CHANGE TO PO #3345368 FROM AN EMAIL DATED 3/31/2016

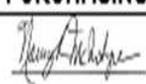
LINE 65:  
CHANGE PRICING:  
FROM: \$10.00  
TO: \$50.00

LINE 66:  
CHANGE PRICING:  
FROM: \$250.00  
TO: \$600.00

CHANGES EFFECTIVE 5/1/2016

**INVOICE TO**

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**SEE BELOW**  
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**United States**

**STATE PURCHASING AGENT**  
  
Nancy R. McIntyre

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

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**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

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**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

# Notice of Blanket Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>WASTE MANAGEMENT RI INC</b> <b>26 PATRIOT PL</b> <b>STE 300</b> <b>FOXBORO, MA 02035</b> <b>United States</b>
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<b>URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D" (MPA-415)</b>	
Award Number	<b>3345368</b>
Revision Number	<b>3</b>
Effective Period	<b>01-NOV-2013 - 30-SEP-2018</b>
Vendor Number	<b>1000-iSupplier</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	
Solicitation Number	<b>7477367</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Bovis, Thomas</b> -

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

CHANGE TO PO #3345368 FROM AN EMAIL DATED 3/31/2016

ADDED LINE NUMBERS 74, 75, 76

LINE 74:  
 MPA-415 RECYCLING CRANSTON, EXETER, SOUTHWEST, WARWICK, WEST GREENWICH REGION - 30  
 YARD ROLLOFF - TIRES (EFFECTIVE JANUARY 1, 2016)

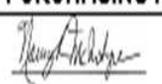
WITH MUNICIPAL CONTRACT \$50.00

LINE 75:  
 MPA-415 RECYCLING CRANSTON, EXETER, SOUTHWEST, WARWICK, WEST GREENWICH REGION - TIRES  
 (EFFECTIVE JANUARY 1, 2016)

LINE 76:

<b>INVOICE TO</b>
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<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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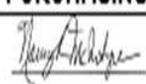
<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

MPA-415 RECYCLING CRANSTON, EXETER, SOUTHWEST, WARWICK, WEST GREENWICH REGION - TIRE DISPOSAL - OVERSIZED (OFF ROAD) (EFFECTIVE JANUARY 1, 2016)

Line	Description	Unit	Unit Price (USD)
1	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 1 PICKUP PER WEEK	Month	5.78
2	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 2 PICKUPS PER WEEK	Month	11.56
3	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 3 PICKUPS PER WEEK	Month	16.96
4	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 4 PICKUPS PER WEEK	Month	23.13
5	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 5 PICKUPS PER WEEK	Month	29.29
6	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 6 PICKUPS PER WEEK	Month	34.69
7	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 1 PICKUP PER MONTH	Month	2.89
8	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 2 PICKUPS PER MONTH	Month	4.34
9	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 1 PICKUP PER WEEK	Month	19.27
10	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 2 PICKUPS PER WEEK	Month	38.55
11	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 3 PICKUPS PER WEEK	Month	57.82
12	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 4 PICKUPS PER WEEK	Month	77.1
13	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 5 PICKUPS PER WEEK	Month	96.37
14	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 6 PICKUPS PER WEEK	Month	115.64
15	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 1 PICKUP PER MONTH	Month	7.33
16	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 2 PICKUPS PER MONTH	Month	10.99
17	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 1 PICKUP PER WEEK	Month	34.69
18	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 2 PICKUPS PER WEEK	Month	69.39
19	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 3 PICKUPS PER WEEK	Month	104.08
20	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 4 PICKUPS PER WEEK	Month	134.92
21	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 5 PICKUPS PER WEEK	Month	161.9

**INVOICE TO**

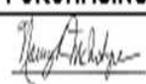
MASTER PRICE AGREEMENT  
 SEE BELOW  
 RELEASE AGAINST, RI MPA  
 United States

**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	<b>PER WEEK</b>		
22	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 6 PICKUPS PER WEEK	Month	192.74
23	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 1 PICKUP PER MONTH	Month	12.36
24	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 2 PICKUPS PER MONTH	Month	16.49
25	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 1 PICKUP PER WEEK	Month	50.11
26	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 2 PICKUPS PER WEEK	Month	100.22
27	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 3 PICKUPS PER WEEK	Month	150.34
28	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 4 PICKUPS PER WEEK	Month	200.45
29	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 5 PICKUPS PER WEEK	Month	250.56
30	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 6 PICKUPS PER WEEK	Month	300.67
31	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 1 PICKUP PER MONTH	Month	15.88
32	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 2 PICKUPS PER MONTH	Month	19.84
33	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 1 PICKUP PER WEEK	Month	61.68
34	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 2 PICKUPS PER WEEK	Month	123.35
35	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 3 PICKUPS PER WEEK	Month	185.03
36	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 4 PICKUPS PER WEEK	Month	246.71
37	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 5 PICKUPS PER WEEK	Month	308.38
38	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 6 PICKUPS PER WEEK	Month	370.06
39	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 1 PICKUP PER MONTH	Month	18.32
40	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 2 PICKUPS PER MONTH	Month	21.98
41	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 1 PICKUP PER WEEK	Month	69.39
42	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 2 PICKUPS PER WEEK	Month	138.77
43	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 3 PICKUPS PER WEEK	Month	208.16

**INVOICE TO**

MASTER PRICE AGREEMENT  
 SEE BELOW  
 RELEASE AGAINST, RI MPA  
 United States

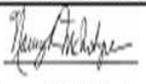
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
44	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 4 PICKUPS PER WEEK	Month	277.55
45	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 5 PICKUPS PER WEEK	Month	346.93
46	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 6 PICKUPS PER WEEK	Month	412.46
47	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 1 PICKUP PER MONTH	Month	19.78
48	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 2 PICKUPS PER MONTH	Month	23.08
49	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER WEEK	Month	524.25
49.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER WEEK (PER HAUL)	Each	131.06
50	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER WEEK	Month	1048.51
50.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER WEEK (PER HAUL)	Each	131.06
51	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 3 PICKUPS PER WEEK	Month	1572.76
51.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 3 PICKUPS PER WEEK (PER HAUL)	Each	131.06
52	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 4 PICKUPS PER WEEK	Month	2097.02
52.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 4 PICKUPS PER WEEK (PER HAUL)	Each	131.06
53	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 5 PICKUPS PER WEEK	Month	2621.27
53.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 5 PICKUPS PER WEEK (PER HAUL)	Each	131.06
54	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 6 PICKUPS PER WEEK	Month	3145.52
54.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 6 PICKUPS PER WEEK (PER HAUL)	Each	131.06
55	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER MONTH	Month	131.06
55.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER MONTH (PER HAUL)	Each	131.06
56	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER MONTH	Month	262.13
56.1	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER MONTH (PER HAUL)	Each	131.06
57	MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL. EXTRA PICKUP	Each	2.89
58	MPA-415 RECYCLING URI / NARRAGANSETT 2 YD EXTRA	Each	7.33

**INVOICE TO**

MASTER PRICE AGREEMENT  
 SEE BELOW  
 RELEASE AGAINST, RI MPA  
 United States

**STATE PURCHASING AGENT**

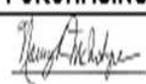


Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	<b>PICKUP</b>		
59	MPA-415 RECYCLING URI / NARRAGANSETT 4 YD EXTRA PICKUP	Each	12.36
60	MPA-415 RECYCLING URI / NARRAGANSETT 6 YD EXTRA PICKUP	Each	15.88
61	MPA-415 RECYCLING URI / NARRAGANSETT 8 YD EXTRA PICKUP	Each	18.32
62	MPA-415 RECYCLING URI / NARRAGANSETT 10 YD EXTRA PICKUP	Each	19.78
63	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD EXTRA PICKUP	Each	131.06
64	MPA-415 RECYCLING URI / NARRAGANSETT - MATTRESSES - UNRECOVERABLE	Each	50
65	MPA-415 RECYCLING URI / NARRAGANSETT - MATTRESSES - RECOVERABLE	Each	10
66	MPA-415 RECYCLING URI / NARRAGANSETT - MATTRESSES - SEGREGATED	Ton	250
67	MPA-415 RECYCLING URI / NARRAGANSETT - 8 COMPACTOR	Month	196.97
68	MPA-415 RECYCLING URI / NARRAGANSETT - 16 COMPACTOR	Month	262.74
69	MPA-415 RECYCLING URI / NARRAGANSETT - 30 COMPACTOR	Month	262.74
70	MPA-415 RECYCLING URI / NARRAGANSETT - 42 COMPACTOR	Month	262.74
71	MPA-415 RECYCLING URI / NARRAGANSETT - 42 COMPACTOR PICKUP	Each	131.06
72	MPA-415 RECYCLING URI / NARRAGANSETT - 30 YARD ROLLOFF - RENT	Month	52.55
74	MPA-415 RECYCLING CRANSTON, EXETER, SOUTHWEST, WARWICK, WEST GREENWICH REGION - 30 YARD ROLLOFF - TIRES (EFFECTIVE JANUARY 1, 2016)  WITH MUNICIPAL CONTRACT \$50.00	Each	175
75	MPA-415 RECYCLING CRANSTON, EXETER, SOUTHWEST, WARWICK, WEST GREENWICH REGION - TIRES (EFFECTIVE JANUARY 1, 2016)	Each	5
76	MPA-415 RECYCLING CRANSTON, EXETER, SOUTHWEST, WARWICK, WEST GREENWICH REGION - TIRE DISPOSAL - OVERSIZED (OFF ROAD) (EFFECTIVE JANUARY 1, 2016)	Each	75

**INVOICE TO**

MASTER PRICE AGREEMENT  
 SEE BELOW  
 RELEASE AGAINST, RI MPA  
 United States

**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

**Contract Terms and Conditions**

**Table of Contents**

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

#### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

#### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)."

#### **PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO

AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized**

release document is certified by the ordering Agency.

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



# RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

WASTE MANAGEMENT RI INC  
 26 PATRIOT PL  
 STE 300  
 FOXBORO, MA 02035  
 United States

Amendment Date: 08-NOV-13  
 Original Award Date: 18-SEP-13  
 Buyer: G Welly  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1000

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3345368</b> Effective Period <b>01-NOV-13 - 30-SEP-18</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D" (MPA-415)			

Description			Bid Number	Change Order Req#	
URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D" (MPA-415)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3345368 DATED 9/18/13 LINES 49 THROUGH 56 UPDATED.			
49	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER WEEK		Month	524.25
49.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER WEEK (PER HAUL)		Each	131.06
50	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER WEEK		Month	1048.51
50.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER WEEK (PER HAUL)		Each	131.06
51	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 3 PICKUPS PER WEEK		Month	1572.76
51.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 3 PICKUPS PER WEEK (PER HAUL)		Each	131.06
52	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 4 PICKUPS PER WEEK		Month	2097.02
52.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 4 PICKUPS PER WEEK (PER HAUL)		Each	131.06
53	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 5 PICKUPS PER WEEK		Month	2621.27

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes



# RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

WASTE MANAGEMENT RI INC  
 26 PATRIOT PL  
 STE 300  
 FOXBORO, MA 02035  
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Amendment Date: 08-NOV-13  
 Original Award Date: 18-SEP-13  
 Buyer: G Welly  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 1000

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number <b>1</b> Award Number <b>3345368</b> Effective Period <b>01-NOV-13 - 30-SEP-18</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D" (MPA-415)

Description			Bid Number	Change Order Req#
<b>URI / NARRAGANSETT RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "D" (MPA-415)</b>				
53.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 5 PICKUPS PER WEEK (PER HAUL)		Each 131.06
54	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 6 PICKUPS PER WEEK		Month 3145.52
54.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 6 PICKUPS PER WEEK (PER HAUL)		Each 131.06
55	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER MONTH		Month 131.06
55.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER MONTH (PER HAUL)		Each 131.06
56	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER MONTH		Month 262.13
56.1	910.27	MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER MONTH (PER HAUL)		Each 131.06

**STATE PURCHASING AGENT**  
  
 Lorraine A. Hynes

MPA # 415: Refuse and Recycling Contracts  
Effective 11/1/2013

<u>Contracts</u>	<u>Vendors</u>	<u>Service</u>	<u>Region (see list)</u>
PO #3345228	– MTG DISPOSAL LLC	- RECYCLING-	A
PO #3345344	- WASTE MANAGEMENT	- RECYCLING-	B
PO #3345283	– MTG DISPOSAL LLC	- RECYCLING-	C
PO #3345368	- WASTE MANAGEMENT	- RECYCLING-	D
PO #3345661	– MTG DISPOSAL LLC	- REFUSE-	A
PO #3345602	- WASTE MANAGEMENT	- REFUSE -	B
PO #3345525	- WASTE MANAGEMENT	- REFUSE -	C
PO #3345398	- WASTE MANAGEMENT	- REFUSE -	D
PO #3345661	– MTG DISPOSAL LLC	- REFUSE-	A
PO #3357022	– WASTE MANAGEMENT	-REFUSE (8 Yard X 4 or 5 Day only)-	A

Award Term: 3-year initial award with up to two (2) annual year renewal options, initial contract term to start: 11/01/13-9/30/14.

Purchase Order Regions Effective 11/1/2013

**Region A:** Aquidneck Island, Bristol, Warren, Jamestown

**Region B:** Cranston, Exeter, Coventry, Warwick, West Warwick, East Greenwich, West Greenwich, Charlestown, Westerly, Richmond

**Region C:** Providence, Johnston, Burrillville, Glocester, Foster, Scituate, Johnston, North Providence, East Providence, Smithfield, Lincoln, Cumberland, Smithfield, North Smithfield, Woonsocket

**Region D:** URI, North Kingstown, South Kingstown, Narragansett



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

WASTE MANAGEMENT RI INC  
 26 PATRIOT PL  
 STE 300  
 FOXBORO, MA 02035  
 United States

URI / NARRAGANSETT RECYCLING  
 COLLECTIONS AND DISPOSAL SERVICES  
 REGION "D" (MPA-415)

**Award Number**  
3345368

**Effective Period:**  
01-NOV-13 - 30-SEP-18

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 18-SEP-13 <b>Buyer:</b> G Welly <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1000	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		11/1/13 - 9/30/18 WITH STATE'S OPTION TO EXTEND FOR TWO ONE YEAR PERIODS  REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES IN ACCORDANCE WITH SPECIFICATIONS AND DOCUMENTS OF PUBLIC BID 7477367 AND THE ATTACHED SUPPLEMENTAL AGREEMENT BETWEEN THE PARTIES.  URI / NARRAGANSETT RECYCLING - REGION D  TO ARRANGE RECYCLING SERVICES OR TO ALTER SCHEDULE PICK-UPS, CONTACT: HEATHER LEGER WASTE MANAGEMENT 26 PATRIOT PLACE SUITE 300 FOXBORO MA 02035 CELL (508) 962-9825 FAX (866) 202-5689 hleger@wm.com *		
1		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 1 PICKUP PER WEEK	Month	5.78
2		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 2 PICKUPS PER WEEK	Month	11.56
3		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 3 PICKUPS PER WEEK	Month	16.96
4		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 4 PICKUPS PER WEEK	Month	23.13
5		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 5 PICKUPS PER WEEK	Month	29.29
6		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 6 PICKUPS PER WEEK	Month	34.69
7		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 1 PICKUP PER MONTH	Month	2.89

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

WASTE MANAGEMENT RI INC  
 26 PATRIOT PL  
 STE 300  
 FOXBORO, MA 02035  
 United States

URI / NARRAGANSETT RECYCLING  
 COLLECTIONS AND DISPOSAL SERVICES  
 REGION "D" (MPA-415)

**Award Number**  
3345368

**Effective Period:**  
01-NOV-13 - 30-SEP-18

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 18-SEP-13 <b>Buyer:</b> G Welly <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 1000	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

8		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL X 2 PICKUPS PER MONTH	Month	4.34
9		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 1 PICKUP PER WEEK	Month	19.27
10		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 2 PICKUPS PER WEEK	Month	38.55
11		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 3 PICKUPS PER WEEK	Month	57.82
12		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 4 PICKUPS PER WEEK	Month	77.1
13		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 5 PICKUPS PER WEEK	Month	96.37
14		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 6 PICKUPS PER WEEK	Month	115.64
15		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 1 PICKUP PER MONTH	Month	7.33
16		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD X 2 PICKUPS PER MONTH	Month	10.99
17		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 1 PICKUP PER WEEK	Month	34.69
18		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 2 PICKUPS PER WEEK	Month	69.39
19		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 3 PICKUPS PER WEEK	Month	104.08
20		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 4 PICKUPS PER WEEK	Month	134.92
21		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 5 PICKUPS PER WEEK	Month	161.9
22		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 6 PICKUPS PER WEEK	Month	192.74
23		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 1 PICKUP PER MONTH	Month	12.36
24		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD X 2 PICKUPS PER MONTH	Month	16.49
25		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 1 PICKUP PER WEEK	Month	50.11
26		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 2 PICKUPS PER WEEK	Month	100.22
27		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 3 PICKUPS PER WEEK	Month	150.34
28		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 4 PICKUPS PER WEEK	Month	200.45
29		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 5 PICKUPS PER WEEK	Month	250.56
30		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 6 PICKUPS PER WEEK	Month	300.67

**STATE PURCHASING AGENT**



Lorraine A. Hynes



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

WASTE MANAGEMENT RI INC  
 26 PATRIOT PL  
 STE 300  
 FOXBORO, MA 02035  
 United States

URI / NARRAGANSETT RECYCLING  
 COLLECTIONS AND DISPOSAL SERVICES  
 REGION "D" (MPA-415)

**Award Number**  
3345368

**Effective Period:**  
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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

31		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 1 PICKUP PER MONTH	Month	15.88
32		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD X 2 PICKUPS PER MONTH	Month	19.84
33		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 1 PICKUP PER WEEK	Month	61.68
34		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 2 PICKUPS PER WEEK	Month	123.35
35		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 3 PICKUPS PER WEEK	Month	185.03
36		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 4 PICKUPS PER WEEK	Month	246.71
37		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 5 PICKUPS PER WEEK	Month	308.38
38		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 6 PICKUPS PER WEEK	Month	370.06
39		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 1 PICKUP PER MONTH	Month	18.32
40		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD X 2 PICKUPS PER MONTH	Month	21.98
41		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 1 PICKUP PER WEEK	Month	69.39
42		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 2 PICKUPS PER WEEK	Month	138.77
43		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 3 PICKUPS PER WEEK	Month	208.16
44		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 4 PICKUPS PER WEEK	Month	277.55
45		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 5 PICKUPS PER WEEK	Month	346.93
46		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 6 PICKUPS PER WEEK	Month	412.46
47		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 1 PICKUP PER MONTH	Month	19.78
48		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD X 2 PICKUPS PER MONTH	Month	23.08
49		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER WEEK	Month	524.25
50		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER WEEK	Month	1048.51
51		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 3 PICKUPS PER WEEK	Month	1572.76
52		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 4 PICKUPS PER WEEK	Month	2097.02
53		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 5 PICKUPS PER WEEK	Month	2621.27

**STATE PURCHASING AGENT**



Lorraine A. Hynes



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

WASTE MANAGEMENT RI INC  
 26 PATRIOT PL  
 STE 300  
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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

54		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 6 PICKUPS PER WEEK	Month	3145.52
55		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 1 PICKUP PER MONTH	Month	131.06
56		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD X 2 PICKUPS PER MONTH	Month	262.13
57		MPA-415 RECYCLING URI / NARRAGANSETT 95 GAL. EXTRA PICKUP	Each	2.89
58		MPA-415 RECYCLING URI / NARRAGANSETT 2 YD EXTRA PICKUP	Each	7.33
59		MPA-415 RECYCLING URI / NARRAGANSETT 4 YD EXTRA PICKUP	Each	12.36
60		MPA-415 RECYCLING URI / NARRAGANSETT 6 YD EXTRA PICKUP	Each	15.88
61		MPA-415 RECYCLING URI / NARRAGANSETT 8 YD EXTRA PICKUP	Each	18.32
62		MPA-415 RECYCLING URI / NARRAGANSETT 10 YD EXTRA PICKUP	Each	19.78
63		MPA-415 RECYCLING URI / NARRAGANSETT 30 YD EXTRA PICKUP	Each	131.06
64		MPA-415 RECYCLING URI / NARRAGANSETT - MATTRESSES - UNRECOVERABLE	Each	50
65		MPA-415 RECYCLING URI / NARRAGANSETT - MATTRESSES - RECOVERABLE	Each	10
66		MPA-415 RECYCLING URI / NARRAGANSETT - MATTRESSES - SEGREGATED	Ton	250
67		MPA-415 RECYCLING URI / NARRAGANSETT - 8 COMPACTOR	Month	196.97
68		MPA-415 RECYCLING URI / NARRAGANSETT - 16 COMPACTOR	Month	262.74
69		MPA-415 RECYCLING URI / NARRAGANSETT - 30 COMPACTOR	Month	262.74
70		MPA-415 RECYCLING URI / NARRAGANSETT - 42 COMPACTOR	Month	262.74
71		MPA-415 RECYCLING URI / NARRAGANSETT - 42 COMPACTOR PICKUP	Each	131.06
72		MPA-415 RECYCLING URI / NARRAGANSETT - 30 YARD ROLLOFF - RENT	Month	52.55

**STATE PURCHASING AGENT**

Lorraine A. Hynes

# CONTRACT TERMS AND CONDITIONS

**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)."

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO

AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized**

release document is certified by the ordering Agency.

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.