

# 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>MTG DISPOSAL LLC</b> <b>19 INDUSTRIAL WAY</b> <b>SEEKONK, MA 02771</b> <b>United States</b>
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<b>NORTHWEST / PROVIDENCE REGION RECYCLING COLLECTIONS AND DISPOSAL SERVICES REGION "C" (MPA-415)</b>	
Award Number	<b>3345283</b>
Revision Number	<b>1</b>
Effective Period	<b>01-NOV-2013 - 30-SEP-2018</b>
Approved PO Date	<b>17-MAR-2015</b>
Vendor Number	<b>38936</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>1344211</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).

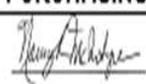
BUYER CHANGED TO THOMAS BOVIS

Line	Description	Unit	Unit Price (USD)
<b>1</b>	<b>MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 1 PICKUP PER WEEK</b>	<b>Month</b>	<b>8.1</b>
<b>2</b>	<b>MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 2 PICKUPS PER WEEK</b>	<b>Month</b>	<b>16.19</b>
<b>3</b>	<b>MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 3 PICKUPS PER WEEK</b>	<b>Month</b>	<b>24.29</b>

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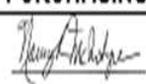
<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
4	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 4 PICKUPS PER WEEK	Month	32.38
5	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 5 PICKUPS PER WEEK	Month	40.48
6	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 6 PICKUPS PER WEEK	Month	48.58
7	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 1 PICKUP PER MONTH	Month	8.1
8	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 2 PICKUPS PER MONTH	Month	4.05
9	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 1 PICKUP PER WEEK	Month	25.98
10	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 2 PICKUPS PER WEEK	Month	51.96
11	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 3 PICKUPS PER WEEK	Month	77.94
12	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 4 PICKUPS PER WEEK	Month	103.92
13	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 5 PICKUPS PER WEEK	Month	129.9
14	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 6 PICKUPS PER WEEK	Month	155.88
15	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 1 PICKUP PER MONTH	Month	6
16	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 2 PICKUPS PER MONTH	Month	13.02
17	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 1 PICKUP PER WEEK	Month	51.96
18	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 2 PICKUPS PER WEEK	Month	103.92
19	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 3 PICKUPS PER WEEK	Month	155.88
20	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 4 PICKUPS PER WEEK	Month	207.84
21	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 5 PICKUPS PER WEEK	Month	259.8
22	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 6 PICKUPS PER WEEK	Month	311.76
23	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 1 PICKUP PER MONTH	Month	12
24	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 2 PICKUPS PER MONTH	Month	26.04
25	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 1 PICKUP PER WEEK	Month	77.94
26	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6	Month	155.88

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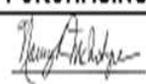
**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	<b>YD X 2 PICKUPS PER WEEK</b>		
27	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 <b>YD X 3 PICKUPS PER WEEK</b>	Month	233.82
28	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 <b>YD X 4 PICKUPS PER WEEK</b>	Month	311.76
29	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 <b>YD X 5 PICKUPS PER WEEK</b>	Month	389.7
30	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 <b>YD X 6 PICKUPS PER WEEK</b>	Month	545.58
31	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 <b>YD X 1 PICKUP PER MONTH</b>	Month	18
32	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 <b>YD X 2 PICKUPS PER MONTH</b>	Month	39.06
33	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 1 PICKUP PER WEEK</b>	Month	103.92
34	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 2 PICKUPS PER WEEK</b>	Month	207.84
35	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 3 PICKUPS PER WEEK</b>	Month	311.76
36	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 4 PICKUPS PER WEEK</b>	Month	415.68
37	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 5 PICKUPS PER WEEK</b>	Month	519.6
38	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 6 PICKUPS PER WEEK</b>	Month	623.52
39	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 1 PICKUP PER MONTH</b>	Month	24
40	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 <b>YD X 2 PICKUPS PER MONTH</b>	Month	52.08
41	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 1 PICKUP PER WEEK</b>	Month	129.9
42	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 2 PICKUPS PER WEEK</b>	Month	259.8
43	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 3 PICKUPS PER WEEK</b>	Month	389.7
44	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 4 PICKUPS PER WEEK</b>	Month	519.6
45	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 5 PICKUPS PER WEEK</b>	Month	649.5
46	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 6 PICKUPS PER WEEK</b>	Month	779.4
47	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 1 PICKUP PER MONTH</b>	Month	30
48	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 <b>YD X 2 PICKUPS PER MONTH</b>	Month	65.1

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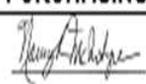
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Line	Description	Unit	Unit Price (USD)
49	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 1 PICKUP PER WEEK	Month	500
50	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 2 PICKUPS PER WEEK	Month	1000
51	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 3 PICKUPS PER WEEK	Month	1500
52	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 4 PICKUPS PER WEEK	Month	2000
53	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 5 PICKUPS PER WEEK	Month	2500
54	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 6 PICKUPS PER WEEK	Month	3000
55	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 1 PICKUP PER MONTH	Month	125
56	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 2 PICKUPS PER MONTH	Month	250
57	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL. EXTRA PICKUP	Each	8.1
58	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD EXTRA PICKUP	Each	20
59	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD EXTRA PICKUP	Each	30
60	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD EXTRA PICKUP	Each	35
61	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD EXTRA PICKUP	Each	40
62	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD EXTRA PICKUP	Each	45
63	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD EXTRA PICKUP	Each	125
64	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - MATTRESSES - UNRECOVERABLE	Each	13
65	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION MATTRESSES - RECOVERABLE	Each	13
66	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - MATTRESSES - SEGREGATED	Each	13
67	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - 42 COMPACTOR - RENT	Month	175
68	MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - 42 COMPACTOR PICKUP	Each	125

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**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.

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



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

MTG DISPOSAL LLC  
 19 INDUSTRIAL WAY  
 SEEKONK, MA 02771  
 United States

NORTHWEST / PROVIDENCE REGION  
 RECYCLING COLLECTIONS AND DISPOSAL  
 SERVICES REGION "C" (MPA-415)

**Award Number**  
3345283

**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> 38936	<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.  NORTHWEST / PROVIDENCE REGION RECYCLING - REGION C  TO ARRANGE RECYCLING SERVICES OR TO ALTER SCHEDULE PICK-UPS, CONTACT: RYAN LA SALLE MTG DISPOSAL LLC CELL (401) 230-3926 PHONE (508) 336-8466 EXT 304 FAX: (800) 504-8466 ril@mtgdisposal.com *  *		
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**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes



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7		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 1 PICKUP PER MONTH	Month	8.1
8		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL X 2 PICKUPS PER MONTH	Month	4.05
9		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 1 PICKUP PER WEEK	Month	25.98
10		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 2 PICKUPS PER WEEK	Month	51.96
11		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 3 PICKUPS PER WEEK	Month	77.94
12		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 4 PICKUPS PER WEEK	Month	103.92
13		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 5 PICKUPS PER WEEK	Month	129.9
14		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 6 PICKUPS PER WEEK	Month	155.88
15		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 1 PICKUP PER MONTH	Month	6
16		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD X 2 PICKUPS PER MONTH	Month	13.02

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes



# Notice of Blanket Purchase Agreement

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

MTG DISPOSAL LLC  
 19 INDUSTRIAL WAY  
 SEEKONK, MA 02771  
 United States

NORTHWEST / PROVIDENCE REGION  
 RECYCLING COLLECTIONS AND DISPOSAL  
 SERVICES REGION "C" (MPA-415)

**Award Number**  
3345283

**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> 38936	<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

17		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 1 PICKUP PER WEEK	Month	51.96
18		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 2 PICKUPS PER WEEK	Month	103.92
19		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 3 PICKUPS PER WEEK	Month	155.88
20		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 4 PICKUPS PER WEEK	Month	207.84
21		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 5 PICKUPS PER WEEK	Month	259.8
22		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 6 PICKUPS PER WEEK	Month	311.76
23		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 1 PICKUP PER MONTH	Month	12
24		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD X 2 PICKUPS PER MONTH	Month	26.04
25		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 1 PICKUP PER WEEK	Month	77.94
26		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 2 PICKUPS PER WEEK	Month	155.88
27		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 3 PICKUPS PER WEEK	Month	233.82
28		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 4 PICKUPS PER WEEK	Month	311.76
29		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 5 PICKUPS PER WEEK	Month	389.7

**STATE PURCHASING AGENT**

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

30		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 6 PICKUPS PER WEEK	Month	545.58
31		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 1 PICKUP PER MONTH	Month	18
32		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD X 2 PICKUPS PER MONTH	Month	39.06
33		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 1 PICKUP PER WEEK	Month	103.92
34		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 2 PICKUPS PER WEEK	Month	207.84
35		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 3 PICKUPS PER WEEK	Month	311.76
36		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 4 PICKUPS PER WEEK	Month	415.68
37		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 5 PICKUPS PER WEEK	Month	519.6
38		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 6 PICKUPS PER WEEK	Month	623.52
39		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 1 PICKUP PER MONTH	Month	24
40		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD X 2 PICKUPS PER MONTH	Month	52.08
41		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 1 PICKUP PER WEEK	Month	129.9
42		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 2 PICKUPS PER WEEK	Month	259.8

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

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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](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



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**Award Number**  
 3345283

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

43		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 3 PICKUPS PER WEEK	Month	389.7
44		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 4 PICKUPS PER WEEK	Month	519.6
45		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 5 PICKUPS PER WEEK	Month	649.5
46		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 6 PICKUPS PER WEEK	Month	779.4
47		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 1 PICKUP PER MONTH	Month	30
48		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD X 2 PICKUPS PER MONTH	Month	65.1
49		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 1 PICKUP PER WEEK	Month	500
50		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 2 PICKUPS PER WEEK	Month	1000
51		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 3 PICKUPS PER WEEK	Month	1500
52		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 4 PICKUPS PER WEEK	Month	2000
53		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 5 PICKUPS PER WEEK	Month	2500
54		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 6 PICKUPS PER WEEK	Month	3000
55		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 1 PICKUP PER MONTH	Month	125

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

56		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD X 2 PICKUPS PER MONTH	Month	250
57		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 95 GAL. EXTRA PICKUP	Each	8.1
58		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 2 YD EXTRA PICKUP	Each	20
59		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 4 YD EXTRA PICKUP	Each	30
60		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 6 YD EXTRA PICKUP	Each	35
61		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 8 YD EXTRA PICKUP	Each	40
62		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 10 YD EXTRA PICKUP	Each	45
63		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION 30 YD EXTRA PICKUP	Each	125
64		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - MATTRESSES - UNRECOVERABLE	Each	13
65		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION MATTRESSES - RECOVERABLE	Each	13
66		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - MATTRESSES - SEGREGATED	Each	13
67		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - 42 COMPACTOR - RENT	Month	175
68		MPA-415 RECYCLING NORTHWEST/PROVIDENCE REGION - 42 COMPACTOR PICKUP	Each	125

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<b>STATE PURCHASING AGENT</b>
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.