# Price Agreement Amendment

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

**VENDOR**
**CLEANSCAPE INC**
**150 COLFAX ST**
**PROVIDENCE RI 02905**

**RECYCLE SVCS & UNIVERSAL WASTE**

Amendment Date: 09/08/2003
Original Award Date: 09/10/2001
Buyer: MCINTYRE, NANCY R
Phone #: (401) 222 - 2142 ext. 126
FOB: F.O.B., Destination
Terms: Net 30

Change Order Number
**4**
Award Number
**68M00215848**
Effective Period:
09/01/2001 - 08/31/2004

**SHIP TO**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

**INVOICE**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

**Change Order Note:** CHANGE ORDER #4

| Department | | Bid Number | C/O Req # |
|---|---|---|---|
| ADMINISTRATION | MPA-312 | 12391 | |

| Item | Class-Item | Bid # | Requisition # | Unit | Unit Price |
|---|---|---|---|---|---|
| | CHANGE ORDER #4<br><br>CHANGE TO PO #68M00215848 DATED 9/10/01.<br><br>CPI PRICING ADJUSTMENT AS PROVIDED FOR IN BID #12391. ALL PRICING IS INCREASED 2.7% EFFECTIVE 9/1/03 THROUGH 8/31/04. THE REVISED PRICING AND SPECIFICATIONS ARE AS FOLLOWS.<br><br>FOR THE DEPARTMENT OF CORRECTIONS ONLY:<br>MONTHLY COST FOR DUMPSTERS:<br>8 CUBIC YEAR - $22.59<br>6 CUBIC YARD - $20.54<br><br>MONTHLY COLLECTION COST PER CONTAINER BASED ON THE FOLLOWING FREQUENCY:<br>ONCE WEEKLY: $82.67<br>TWICE WEEKLY: $165.35<br>3 X PER WEEK: $248.02<br>4 X PER WEEK: $330.69<br>5 X PER WEEK: $413.37<br>ONCE MONTHLY: $41.08<br>EMERGENCY PICK-UP: $41.08<br><br>SEE ATTACHMENT A FOR AGENCY WIDE RECYCLING PRICE CHANGES.<br><br>FOR THE UNIVERSITY OF RHODE ISLAND ONLY, ALL CAMPUS LOCATIONS: COST PER DUMPSTER PER MONTH: $20.54 | | | | |

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| STATE PURCHASING AGENT/DESIGNEE | |
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| **ACCOUNTING** | **DATE RELEASED** |
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| ADMINISTRATION | MPA-312 | 12391 | |

| Item | Class-Item | Bid # | Requisition # | Unit | Unit Price |
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| | KINGSTON AND NARRAGANSETT BAY CAMPUS:<br>WEEKLY COLLECTION PER DUMPSTER PER MONTH: $66.76<br><br>W. ALTON JONES CAMPUS:<br>MONTHLY COLLECTION: $51.35/MONTH<br><br>SELF CONTAINED COMPACT UNITS: COST $256.75/EACH<br><br>RECYCLING SERVICES<br>THIS AGREEMENT COVERS RECYCLING SERVICES OF CORRUGATED CARDBOARD, MIXED FOOD AND BEVERAGE CONTAINERS, MIXED OFFICE PAPER AND SORTED OFFICE PAPER FOR STATE FACILITIES.<br><br>"UNIVERSAL WASTE" ITEMS ARE LISTED ON SEPARATE AGREEMENTS #68M00228667, NORTHEAST LAMP RECYCLING, INC. AND #68M00228700, SUPERIOR SPECIAL SERVICES, INC. UNIVERSAL WASTE ITEMS INCLUDE RECYCLING OF FLUORESCENT BULBS AND BATTERIES. COMPUTER MONITORS AND COMPUTER RELATED EQUIPMENT ARE NOT COVERED UNDER THIS AGREEMENT.<br><br>TO ARRANGE RECYCLING SERVICES OR TO ALTER SCHEDULE PICK-UPS, CONTACT MARTY DAVEY AT CLEANSCAPE 401-461-1766; FAX 401-461-1705.<br><br>FOR BILLING QUESTIONS CONTACT EMILY ALDER AT THE TELEPHONE NUMBER PROVIDED ABOVE. | | | | |

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# RECYCLING SERVICES

## 1. TERM OF CONTRACT

The Master Price Agreement will provide Recycling Services to State agencies for a period of three (3) years beginning 9/1/01 and ending 8/31/04, with an option to renew on an annual basis, for a maximum of town (2) additional one year terms, subject to the availability of appropriated funds for the purpose and determination of a continued need, as otherwise specified in the State's General Conditions of Purchase. Performance by the contractor in fulfilling the requirements of this agreement may be considered in the decision of exercising the contract renewal options.

The contract price may be increased or decreased after the completion of the first twelve (12) months based on an annual evaluation of the Cost of Living Price Index (CPI) as published by the Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region for the twelve month period ending June of each year. The contract shall thereafter be increased or decreased yearly. The aforementioned evaluation of the cost of living index to determine the increase or decrease shall be determined yearly, solely by the Division of Purchases, provided however, that any increase due to this clause shall be subject to limitations by Federal Law or guidelines now promulgated, or in the future, promulgated through the Federal and State Government.

The Division of Purchases shall notify the Contractor (s) in writing not less than sixty (60) days prior to the end of the contract as to the State's intent to exercise the renewal option for an additional twelve (12) month period.

Notwithstanding the provisions of this requirement for Statewide recycling and participation by all State Agencies, the State shall reserve the right, solely at its option, to generate a separate solicitation for recycling at an agency (s) with unique recycling needs.

## 2. GENERAL CONDITIONS

Recycling services shall be performed during the normal business hours for the State Facility unless special arrangements are made with the user agency. This is normally from 8:30 AM to 4:00 PM, Monday through Friday, except on holidays.

State Facilities may include office buildings and small offices, correctional facilities, hospitals and other medical facilities, highway and other maintenance facilities, colleges, universities, and State operated schools. Some facilities, such as some Department of Corrections facilities, may impose constraints on pickups consistent with security regulations and procedures.

Rhode Island State law requires that State agencies recycle specified materials including office paper, newspaper, corrugated cardboard, and mixed food and beverage containers. The contractor shall adhere to the **Rules & Regulations for Reduction and Recycling of Commercial and Non –Municipal Solid Waste** promulgated by the Rhode Island Department of Environmental Management (RIDEM), any proceeding regulations governing the same promulgated by RIDEM in the future, or any other applicable statutes or regulations.

## 3. SCOPE OF SERVICES

The contractor shall be responsible to provide all exterior collection containers requested and all labor and vehicles required to remove, transport, and recycle materials as defined in the following section.

Each user agency shall designate a representative, or point of contact, to coordinate all recycling activities with the contractor. **Each State agency shall define the frequency of pickup required for each facility, as well as collection container sizes and locations for each commodity, in consultation with the contractor.**

The contractor will:

- Remove, transport and ensure recycling of all materials in accordance with the RI Department of Environmental Management's (DEM) **Rules and Regulations for Reduction and Recycling of Commercial and Non-Municipal Residential Solid Waste,** with *may* include the following:

  * Aluminum (including cans)
  * Corrugated cardboard
  * Glass food/beverage containers
  * Newspaper
  * HDPE bottles (milk jugs)
  * Coated unbleached beverage carriers (boxboard)
  * Office paper
  * PET bottles (water, soda)
  * Steel & tin coated cans
  * Telephone directories
  * Wooden shipping pallets

- When Universal Rules are adopted by the State of Rhode Island, remove and transport "Universal Waste" in accordance with DEM's **Rules and Regulations for Hazardous Waste Management, Rule 13,** which may include:

  * Batteries
  * Fluorescent Bulbs

**IN ADDITION, the Vendor must:**

- work closely with each user agency to minimize the monthly costs through the combination of the number and sizes of collection containers and the frequency of pick-ups;

- not combined recyclable materials in a manner that renders the materials not marketable

- guarantee that all materials covered by this Master Price Agreement are recycled, with landfilling or incineration not acceptable for any of the material types described. (If requested by a State agency or by the Division of Purchases, the contractor shall provide a certificate of recycling that certifies that all materials collected for recycling were actually recycled.)

- guarantee that all "Universal Waste" collected from user agencies is recycled at a properly licensed facility,

- supply all packaging, labels and manifests needed for "Universal Waste" collection and in accordance with applicable State/Federal rules and regulations;

- perform an initial facility assessment to identify the most effective and efficient recycling program setup and design;

- install all necessary containers and equipment as specified by the user agency or otherwise required;

- implement the physical set-up of internal recycling bins in each building, work with and train the housekeeping staff on devising efficient collection methods for recyclable materials, conduct employee education, as necessary, with materials provided or purchased by the user agency or State;

- maintain such equipment as described below under **"Maintenance of Equipment";**

- affix labels in English and Spanish, at least 3" X 5" in size, to at least two sides of each recycling container and compactor to indicate what materials are to be placed within;

- pick-up all bagged, boxed or loose recyclable as may have spilled from an over filled container;

- notify the agency in writing of persistent overfill problems and the solution to be implemented to eliminate this problem

All of the above services shall be provided to the state at no cost.

**Maintenance of Equipment** – The contractor shall ensure proper maintenance and working order of all containers, compactors, and other equipment provided.

"Proper maintenance" shall include, but not be limited to, the following:

- Labels, doors, hinges and locks;
- Hydraulics, electrical motors, cams, rams, gears and all operating components of compactors;
- Periodic deodorizing (as required/requested by the user agency); and
- Periodic painting/repainting of containers and/or compactors (as required/requested by the user agency).

Such maintenance shall be provided without additional cost to the State.

Any equipment that cannot be maintained in a condition acceptable to the State or user agency shall be replaced by the contractor at no additional cost to the State

## 4. DEFINITIONS

**Corrugated cardboard** shall mean items such as corrugated cardboard (shipping containers with a ruffled inner lining), and boxboard.

**Mixed food and beverage containers** shall mean items such as aluminum, steel, tin-coated steel, and bi-metal soda, juice and soup cans, clear, brown, and green glass bottles and jars, and narrow necked plastic containers such as soda (#1 PET) and milk (#2 HDPE) bottles. (Items such as light bulbs, drinking glasses, plate glass, ceramics, and other numbered plastics (#3 - #7) are excluded.)

**Mixed Office Paper** shall mean items such as white or colored copy paper, letterhead, computer paper, lined paper, envelopes, pamphlets and brochures, manila file folders, newspaper, catalogs, magazines, and telephone books.

**Sorted Office Paper** shall mean all colors of paper suitable for pen and ink, pencil, typewriter, or printing, which have a similar fiber content, and which are free of treated, coated and padded paper, carbon paper, and ground-wood. Paper clips, staples and windowed envelopes are all allowed in the mix. (Newspaper, magazines and telephone books are NOT part of the mix. See Mixed Office Paper)

**Recycling** shall mean recovering useful materials or by-products from waste, which are reused or used as an ingredient or feedstock in an industrial or manufacturing process to make a marketable product, or used in an application as a substitute for a commercial product or commodity. For the purposes of this/bid/contract, recycling does not mean recovering energy from the combustion of a material.

**State Facilities** shall mean any eligible entity as defined in this MPA and may include, but not be limited to, the following publicly owned and/or operated and/or leased facilities institutions:

- Office buildings and small offices
- Highway State Facility depots and other roadway facilities
- Prison facilities
- Hospitals and other medical facilities
- Colleges and Universities
- Residential and/or campus facilities
- State Forests, parks, beaches and other undeveloped land
- Municipal offices
- Public schools

## 5. CONTAMINATION

The vendor may reject any materials that it removes from a user agency if the materials contain hazardous or regulated medical waster or if the materials are contaminated with non-recyclable materials that exceed the weight of the container contents by 10%. The vendor shall return the contaminated materials to the user agency within 24 hours of removal, and the user agency shall bear all costs and responsibility for disposal of the materials or removal of contaminants. Provided, however, that the vendor shall not reject non-hazardous materials without issuing at least two written rejection warnings that material preparation must improve. The vendor may reject materials contaminated with medical or hazardous waste without prior warning.

**Universal Waste** shall mean any of the following hazardous wastes that are subject to the universal waste requirements of 40 CFR part 273, including but not limited to, (see the RIDEM *Rules and Regulations for Hazardous Waste Management* for more detail);

- Batteries as described in 40 CFT part 273,
- Mercury containing lamps as described in Rule 13.04 of the above regulations.

**User Agency** shall mean any State Facility that elects to contact with one or more vendors under this MPA for the described recycling services.

## 6. REPORTS

The contractor shall provide quarterly reports that include, at a minimum:

- pick-up activity (pickup dates, volumes picked up);
- expenditures, including unit costs and extended costs;
- recycling or processing facilities which received recyclable materials;
- vendor point of contact name, address, and telephone number

The contractor shall provide this information for each user agency location, but it may be submitted as a single report. Reports shall be submitted by March 31, June 30, September 30 and December 31 of each year of the contract. Unless directed otherwise by the Division of Purchases, reports shall be sent to: State of Rhode Island, Department of Administration, Division of Purchases, to the attention of the buyer named in this notice, One Capitol Hill, Providence, RI 02908.

## 7. INVOICING

State agencies receiving service shall be invoiced directly for such services provided, on a monthly or quarterly basis as appropriate. The billing address, and other information, for each State Facility shall be provided by the representative of the user agency. All invoices must reference the Master Price Agreement Number, the items covered, commodity volumes picked up, and the unit price and extended price for each item. The contractor cannot invoice for work not yet performed.

## 8. VALUE OF CONTRACTS

The Division of Purchases makes no guarantee as to the value of the contracts to be executed under this agreement, including volumes of recyclable generated by user agencies, or the total of billable costs for services provided.

# RECYCLING GUIDE

**Recycle most paper at your desk!** Each personal workstation should have a bin for paper collection, along with a trash receptacle for non-recyclable wastes. If you do not have a recycling bin, contact your recycling coordinator. (The DEM supplied agencies with bins initially and may still have more available.)

**SORTED OFFICE PAPER** is the category of paper that goes in your deskside bins. It includes:

- Printing and Writing Paper (All colors; staples and paper clips are okay)
- Letterhead
- Envelopes (plastic windows are okay)
- Bound reports (remove binding)
- Post-it→ Notes
- NCR multi-part, carbonless forms

**Sorted Office paper does NOT include:**

- Newspapers, Magazines or Glossy Paper
- Plastic Coated Paper (e.g. Fed Ex Envelopes)
- Adhesive Labels, Stickers or Backings
- Manila Envelopes & File Folders
- Telephone Books
- Carbon Paper
- Bottles and Cans
- Trash

Other materials, described below, are recycled in distinct containers located in common areas such as break rooms, copy rooms – even restrooms! Whatever makes the most sense and works the best for your location. Not every agency is set up for recycling every material.

**MIXED OFFICE PAPER** includes most of the items listed under "Sorted Office Paper does NOT include" – it can also include office paper. Mixed office paper includes items like:

- Newspapers
- Magazines
- Catalogs
- Books
- File Folders
- Manila Envelopes
- Junk Mail
- Glossy Paper
- Telephone Books
- Gray Cardboard (e.g. cereal boxes)

**CORRUGATED CARDBOARD** *always* needs to be flattened for recycling – only a few locations have compactors for cardboard. Brown paper bags can be recycled along with cardboard, but nothing else.

**NO**

- Used food boxes (e.g. pizza boxes)
- Gray Cardboard (e.g. cereal boxes)

Again, *PLEASE* help out your housekeeping staff by flattening the cardboard boxes that you generate.

**BOTTLES & CANS** should be recycled *minus* their lids or caps and *empty* of all contents!!

- Aluminum cans
- Tin Cans
- Glass Bottles
- Plastic Bottles (Soda bottles and Milk jugs) (#1 and #2)

**NO**

- Paper Cartons (e.g. milk)
- Juice Boxes
- Plastic Tubs (e.g. yogurt)
- Ceramic or Glass Dishware

COMMODITY: RECYCLING SERVICES MPA # 312
EFFECTIVE PERIOD: 9/1/01-8/31/04 (WITH 2 ANNUAL OPTIONS FOR RENEWAL)
BID # 12391 OPENING DATE & TIME: 7/12/01 AT 10:00 AM
ATTACHMENT "A"

*****REVISED PRICING EFFECTIVE 9/1/03-8/31/04*****

# RECYCLING SERVICES

**TO CALCULATE MONTHLY COSTS, SELECT FROM THE TWO SCHEDULES BELOW:**
1) FREQUENCY OF PICK UP/TYPE OF CONTAINER/COUNTY AND
2) PER CONTAINER RENTAL RATE/ TYPE OF CONTAINER

THE AMOUNTS LISTED BELOW REPRESENT **MONTHLY COLLECTION RATES AND MONTHLY CONTAINER RENTAL RATES** WITH THE EXCEPTION OF EMERGENCY UNSCHEDULED COLLECTION WHICH IS PRICED BY EACH COLLECTION.

FOR WHEELED CONTAINERS, THE MONTHLY COLLECTION RATE IS BASED ON A PER STOP CHARGE. IT IS ASSUMED THAT MULTIPLE CONTAINERS WILL BE SERVICED, EITHER DUMPED OR SWAPPED AT THE SAME TIME FOR A SINGLE CHARGE.

RATES PROVIDED INCLUDE ALL EXTERIOR COLLECTION CONTAINERS WITH PROPER LABELING, LABOR AND TRANSPORTATION. RATES BELOW WILL BE ADJUSTED ANNUALLY BASED ON THE COST OF LIVING PRICE INDEX (CPI)

## FREQUENCY OF PICK UP/TYPE OF CONTAINER/COUNTY (MONTHLY RATE)

### BRISTOL COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 200.11 | $ 400.22 | $ 600.33 | $ 800.44 | $1,000.55 | $ 101.67 | $ 46.22 | $ 46.22 /EACH |
| COMPACTORS | $ 533.63 | $1,067.26 | $1,600.89 | $2,134.52 | $2,668.15 | $ 271.13 | $ 123.24 | $ 123.24 /EACH |

### KENT COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 155.64 | $ 311.28 | $ 466.93 | $ 622.57 | $ 778.21 | $ 79.08 | $ 35.95 | $ 35.95 /EACH |
| COMPACTORS | $ 489.16 | $ 978.32 | $1,467.48 | $1,956.64 | $2,445.80 | $ 248.53 | $ 112.97 | $ 112.97 /EACH |

### NEWPORT COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 222.35 | $ 444.69 | $ 667.04 | $ 889.38 | $1,111.73 | $ 112.97 | $ 51.35 | $ 51.35 /EACH |
| COMPACTORS | $ 689.27 | $1,378.54 | $2,067.81 | $2,757.08 | $3,446.36 | $ 397.96 | $ 159.19 | $ 159.19 /EACH |

NOTE: PROVIDENCE AND WASHINGTON COUNTY CONTINUED ON NEXT PAGE

## PROVIDENCE COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 133.41 | $ 266.81 | $ 400.22 | $ 533.63 | $ 667.04 | $ 67.78 | $ 30.81 | $ 30.81 /EACH |
| COMPACTORS | $ 466.93 | $ 933.85 | $1,400.78 | $1,867.70 | $2,334.63 | $ 237.24 | $ 107.84 | $ 107.84 /EACH |

## WASHINGTON COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 222.35 | $ 444.69 | $ 667.04 | $ 889.38 | $1,111.73 | $ 112.97 | $ 51.35 | $ 51.35 /EACH |
| COMPACTORS | $ 667.04 | $1,344.07 | $2,001.11 | $2,668.15 | $3,335.18 | $ 338.91 | $ 154.05 | $ 154.05 /EACH |

## PER CONTAINER RENTAL RATE/TYPE OF CONTAINER

| RECYCLABLES | 95 GALLON WHEELED CONTAINER | 350 GALLON WHEELED CONTAINER(1) | 15 CYD COMPACTOR | 30 CYD COMPACTOR | 42 CYD COMPACTOR |
|---|---|---|---|---|---|
| CORRUGATED CARDBOARD | N/A | $ 15.41 (2) | $ 205.40 | $ 205.40 | $ 205.40 |
| MIXED FOOD & BEVERAGE CONTAINERS | $ 10.27 | $ 35.95 | $ 205.40 | $ 205.40 | $ 205.40 |
| MIXED OFFICE PAPER | $ 10.27 | $ 35.95 | $ 205.40 | $ 205.40 | $ 205.40 |
| SORTED OFFICE PAPER | $0 | $0 | $ 205.40 | $ 205.40 | $ 205.40 |

**(1)** 350 GALLON WHEELED CONTAINER (CART) APPROXIMATES 2 CUBIC YARDS

**(2)** IF CARDBOARD IS COLLECTED WITH SORTED OFFICE PAPER, THE MONTHLY PER CART FEE IS $5.14

THE STATE OF RHODE ISLAND UNDERSTANDS THAT RECYCLABLE MATERIALS MUST BE SEGREGATED FROM ONE ANOTHER AND THAT THE LIST OF MATERIALS DOES NOT IMPLY THAT IT WILL ALL BE PLACED IN A SINGLE CONTAINER.

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| ADMINISTRATION | MPA-312 | 12391 | |

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| | CHANGE ORDER #3<br><br>CHANGE TO PO #68M00215848 DATED 9/10/01.<br><br>FOR THE DEPARTMENT OF CORRECTIONS ONLY, ADD THE FOLLOWING ITEMS:<br><br>MONTHLY COST FOR DUMPSTERS:<br><br>8 CUBIC YARD - $22.00/MONTH<br>6 CUBIC YARD - $20.00/MONTH<br><br>MONTHLY COLLECTION COST PER CONTAINER BASED ON THE FOLLOWING FREQUENCY:<br><br>ONCE WEEKLY: $80.50<br>TWICE WEEKLY: 161.00<br>3X PER WEEK: $241.50<br>4X PER WEEK: $322.00<br>5X PER WEEK: $402.50<br>ONCE MONTHLY: $40<br><br>EMERGENCY PICK UP: $40.00/EACH | | | | |

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**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

**INVOICE**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

**Change Order Note:** CHANGE ORDER #2

| Department | | Bid Number | C/O Req # |
|---|---|---|---|
| ADMINISTRATION | MPA-312 | 12391 | |

| Item | Class-Item | Bid # | Requisition # | Unit | Unit Price |
|---|---|---|---|---|---|
| | CHANGE ORDER #2<br><br>CHANGE TO PO #68M00215848 DATED 9/10/01.<br><br>FOR THE UNIVERSITY OF RHODE ISLAND ONLY,<br>ADD THE FOLLOWING ITEMS:<br><br>ALL CAMPUS LOCATIONS:<br>COST PER DUMPSTER PER MONTH: $20.00/EA.<br><br>KINGSTON AND NARRAGANSETT BAY CAMPUS:<br>WEEKLY COLLECTION PER DUMPSTER PER MONTH: $65.00/EA.<br><br>W. ALTON JONES CAMPUS:<br>MONTHLY COLLECTION: $50.00/MONTH | | | | |

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.state.ri.us.
Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

| STATE PURCHASING AGENT/DESIGNEE | |
|---|---|
| | |
| **ACCOUNTING** | **DATE RELEASED** |
| | |

# Price Agreement Amendment

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

**VENDOR**
**CLEANSCAPE INC**
**150 COLFAX ST**
**PROVIDENCE RI 02905**

**RECYCLE SVCS & UNIVERSAL WASTE**
Amendment Date: 01/31/2002
Original Award Date: 09/10/2001
Buyer: MCINTYRE, NANCY R
Phone #: (401) 222 - 2142 ext. 126
FOB: F.O.B., Destination
Terms: Net 30

Change Order Number
**1**
Award Number
**68M00215848**
Effective Period:
09/01/2001 - 08/31/2004

**SHIP TO**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

**INVOICE**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

**Change Order Note:** #1

| Department | | Bid Number | C/O Req # |
|---|---|---|---|
| ADMINISTRATION | MPA-312 | 12391 | |

| Item | Class-Item | Bid # | Requisition # | Unit | Unit Price |
|---|---|---|---|---|---|
| | CHANGE ORDER #1<br><br>CHANGE TO PO #68M00215848 DATED 9/10/01.<br><br>ADD THE FOLLOWING ITEMS:<br><br>SELF CONTAINED COMPACT UNITS, CURRENTLY AT THE UNIVERSITY OF RHODE ISLAND.<br><br>COST $250.00/EACH | | | | |

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Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

| STATE PURCHASING AGENT/DESIGNEE | |
|---|---|
| | |
| **ACCOUNTING** | **DATE RELEASED** |
| | |

# Notice of Price Agreement Award

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

**VENDOR**
**CLEANSCAPE INC**
**150 COLFAX ST**
**PROVIDENCE RI 02905**

## RECYCLE SVCS & UNIVERSAL WASTE

Award Number: **68M00215848**

Effective Period: **9/1/01 - 8/31/04**

**SHIP TO**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

Date: 09/10/2001
Buyer: NANCY MCINTYRE
Shipping: F.O.B., Destination
Terms: Net 30

**INVOICE**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

| Department | | Bid Number | Requisition Number |
|---|---|---|---|
| ADMINISTRATION | MPA-312 | 12391 | |

| Item | | Unit | Unit Price |
|---|---|---|---|
| | 9/1/01 - 8/31/04 WITH OPTION TO RENEW FOR TWO (2) ONE (1) YEAR ADDITIONAL TERMS.<br><br>MPA #312<br><br>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.<br><br>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.<br><br>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. | | |

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

**STATE PURCHASING AGENT/DESIGNEE**

# Notice of Price Agreement Award

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

**VENDOR**
**CLEANSCAPE INC**
**150 COLFAX ST**
**PROVIDENCE RI 02905**

## RECYCLE SVCS & UNIVERSAL WASTE

Award Number: **68M00215848**

Effective Period: **9/1/01 - 8/31/04**

**SHIP TO**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

Date: 09/10/2001
Buyer: NANCY MCINTYRE
Shipping: F.O.B., Destination
Terms: Net 30

**INVOICE**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

| Department | | Bid Number | Requisition Number |
|---|---|---|---|
| ADMINISTRATION | MPA-312 | 12391 | |

| Item | | Unit | Unit Price |
|---|---|---|---|
| | THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND FISCAL YEAR 2002 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.<br><br>AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT. | | |

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

**STATE PURCHASING AGENT/DESIGNEE**

# Notice of Price Agreement Award

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

**VENDOR**
**CLEANSCAPE INC**
**150 COLFAX ST**
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## RECYCLE SVCS & UNIVERSAL WASTE

Award Number: **68M00215848**

Effective Period: **9/1/01 - 8/31/04**

**SHIP TO**
**ADMINISTRATION**
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**RELEASE AGAINST RI MPA**

Date: 09/10/2001
Buyer: NANCY MCINTYRE
Shipping: F.O.B., Destination
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**INVOICE**
**ADMINISTRATION**
**MASTER PRICE AGREEMENT**
**RELEASE AGAINST RI MPA**

| Department | | Bid Number | Requisition Number |
|---|---|---|---|
| ADMINISTRATION | MPA-312 | 12391 | |

| Item | | Unit | Unit Price |
|---|---|---|---|
| | RECYCLING SERVICES<br><br>THIS AGREEMENT COVERS RECYCLING SERVICES OF CORRUGATED CARDBOARD, MIXED FOOD AND BEVERAGE CONTAINERS, MIXED OFFICE PAPER AND SORTED OFFICE PAPER FOR STATE FACILITIES.<br><br>PENDING PROMULGATION OF "UNIVERSAL WASTE" RULES ESTABLISHED BY THE STATE OF RHODE ISLAND, THIS AGREEMENT WILL ALSO INCLUDE RECYCLING OF FLUORESCENT BULBS AND BATTERIES. COMPUTER MONITORS AND COMPUTER RELATED EQUIPMENT ARE NOT COVERED UNDER THIS AGREEMENT.<br><br>TO ARRANGE RECYCLING SERVICES OR TO ALTER SCHEDULE PICK-UPS, CONTACT MARTY DAVEY AT CLEANSCAPE 401-461-1766; FAX 401-461-1705.<br><br>FOR BILLING QUESTIONS CONTACT EMILY ALDER AT THE TELEPHONE NUMBER PROVIDED ABOVE.<br><br>SEE ATTACHED SPECIFICATIONS.<br><br>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.<br><br>CHANGE ORDER #1 | | |

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

**STATE PURCHASING AGENT/DESIGNEE**

## 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.

COMMODITY: RECYCLING SERVICES MPA # 312
EFFECTIVE PERIOD: 9/1/01-8/31/04 (WITH 2 ANNUAL OPTIONS FOR RENEWAL)
BID # 12391 OPENING DATE & TIME: 7/12/01 AT 10:00 AM
ATTACHMENT "A"

# RECYCLING SERVICES

**TO CALCULATE MONTHLY COSTS, SELECT FROM THE TWO SCHEDULES BELOW:**
1) FREQUENCY OF PICK UP/TYPE OF CONTAINER/COUNTY AND
2) PER CONTAINER RENTAL RATE/ TYPE OF CONTAINER

THE AMOUNTS LISTED BELOW REPRESENT **MONTHLY COLLECTION RATES AND MONTHLY CONTAINER RENTAL RATES** WITH THE EXCEPTION OF EMERGENCY UNSCHEDULED COLLECTION WHICH IS PRICED BY EACH COLLECTION.

FOR WHEELED CONTAINERS, THE MONTHLY COLLECTION RATE IS BASED ON A PER STOP CHARGE. IT IS ASSUMED THAT MULTIPLE CONTAINERS WILL BE SERVICED, EITHER DUMPED OR SWAPPED AT THE SAME TIME FOR A SINGLE CHARGE.

RATES PROVIDED INCLUDE ALL EXTERIOR COLLECTION CONTAINERS WITH PROPER LABELING, LABOR AND TRANSPORTATION. RATES BELOW WILL BE ADJUSTED ANNUALLY BASED ON THE COST OF LIVING PRICE INDEX (CPI)

## FREQUENCY OF PICK UP/TYPE OF CONTAINER/COUNTY (MONTHLY RATE)

### BRISTOL COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 194.85 | $ 389.70 | $ 584.55 | $ 779.40 | $ 974.25 | $ 99.00 | $ 45.00 | $ 45.00 /EACH |
| COMPACTORS | $ 519.60 | $ 1,039.20 | $ 1,558.80 | $ 2,078.40 | $ 2,598.00 | $ 264.00 | $ 120.00 | $ 120.00 /EACH |

### KENT COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 151.55 | $ 303.10 | $ 454.65 | $ 606.20 | $ 757.75 | $ 77.00 | $ 35.00 | $ 35.00 /EACH |
| COMPACTORS | $ 476.30 | $ 952.60 | $ 1,428.90 | $ 1,905.20 | $ 2,381.50 | $ 242.00 | $ 110.00 | $ 110.00 /EACH |

### NEWPORT COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 216.50 | $ 433.00 | $ 649.50 | $ 866.00 | $ 1,082.50 | $ 110.00 | $ 50.00 | $ 50.00 /EACH |
| COMPACTORS | $ 671.15 | $ 1,342.30 | $ 2,013.45 | $ 2,684.60 | $ 3,355.75 | $ 387.50 | $ 155.00 | $ 155.00 /EACH |

NOTE: PROVIDENCE AND WASHINGTON COUNTY CONTINUED ON NEXT PAGE

## PROVIDENCE COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 129.90 | $ 259.80 | $ 389.70 | $ 519.60 | $ 649.50 | $ 66.00 | $ 30.00 | $ 30.00 /EACH |
| COMPACTORS | $ 454.65 | $ 909.30 | $ 1,363.95 | $ 1,818.60 | $ 2,273.25 | $ 231.00 | $ 105.00 | $ 105.00 /EACH |

## WASHINGTON COUNTY

| CONTAINER TYPE | 1 X WEEK | 2 X WEEK | 3 X WEEK | 4 X WEEK | 5 X WEEK | EVERY OTHER WEEK | 1 X MONTH | EMERGENCY UNSCHEDULED COLLECTION |
|---|---|---|---|---|---|---|---|---|
| WHEELED CONTAINERS | $ 216.50 | $ 433.00 | $ 649.50 | $ 866.00 | $ 1,082.50 | $ 110.00 | $ 50.00 | $ 50.00 /EACH |
| COMPACTORS | $ 649.50 | $ 1,299.00 | $ 1,948.50 | $ 2,598.00 | $ 3,247.50 | $ 330.00 | $ 150.00 | $ 150.00 /EACH |

## PER CONTAINER RENTAL RATE/TYPE OF CONTAINER

| RECYCLABLES | 95 GALLON WHEELED CONTAINER | 350 GALLON WHEELED CONTAINER(1) | 15 CYD COMPACTOR | 30 CYD COMPACTOR | 42 CYD COMPACTOR |
|---|---|---|---|---|---|
| CORRUGATED CARDBOARD | N/A | $ 15.00 (2) | $ 200.00 | $ 200.00 | $ 200.00 |
| MIXED FOOD & BEVERAGE CONTAINERS | $ 10.00 | $ 35.00 | $ 200.00 | $ 200.00 | $ 200.00 |
| MIXED OFFICE PAPER | $ 10.00 | $ 35.00 | $ 200.00 | $ 200.00 | $ 200.00 |
| SORTED OFFICE PAPER | $0 | $0 | $ 200.00 | $ 200.00 | $ 200.00 |

**(1)** 350 GALLON WHEELED CONTAINER (CART) APPROXIMATES 2 CUBIC YARDS

**(2)** IF CARDBOARD IS COLLECTED WITH SORTED OFFICE PAPER, THE MONTHLY PER CART FEE IS $5

THE STATE OF RHODE ISLAND UNDERSTANDS THAT RECYCLABLE MATERIALS MUST BE SEGREGATED FROM ONE ANOTHER AND THAT THE LIST OF MATERIALS DOES NOT IMPLY THAT IT WILL ALL BE PLACED IN A SINGLE CONTAINER.

# RECYCLING SERVICES

## 1. TERM OF CONTRACT

The Master Price Agreement will provide Recycling Services to State agencies for a period of three (3) years beginning 9/1/01 and ending 8/31/04, with an option to renew on an annual basis, for a maximum of town (2) additional one year terms, subject to the availability of appropriated funds for the purpose and determination of a continued need, as otherwise specified in the State's General Conditions of Purchase. Performance by the contractor in fulfilling the requirements of this agreement may be considered in the decision of exercising the contract renewal options.

The contract price may be increased or decreased after the completion of the first twelve (12) months based on an annual evaluation of the Cost of Living Price Index (CPI) as published by the Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region for the twelve month period ending June of each year. The contract shall thereafter be increased or decreased yearly. The aforementioned evaluation of the cost of living index to determine the increase or decrease shall be determined yearly, solely by the Division of Purchases, provided however, that any increase due to this clause shall be subject to limitations by Federal Law or guidelines now promulgated, or in the future, promulgated through the Federal and State Government.

The Division of Purchases shall notify the Contractor (s) in writing not less than sixty (60) days prior to the end of the contract as to the State's intent to exercise the renewal option for an additional twelve (12) month period.

Notwithstanding the provisions of this requirement for Statewide recycling and participation by all State Agencies, the State shall reserve the right, solely at its option, to generate a separate solicitation for recycling at an agency (s) with unique recycling needs.

## 2. GENERAL CONDITIONS

Recycling services shall be performed during the normal business hours for the State Facility unless special arrangements are made with the user agency. This is normally from 8:30 AM to 4:00 PM, Monday through Friday, except on holidays.

State Facilities may include office buildings and small offices, correctional facilities, hospitals and other medical facilities, highway and other maintenance facilities, colleges, universities, and State operated schools. Some facilities, such as some Department of Corrections facilities, may impose constraints on pickups consistent with security regulations and procedures.

Rhode Island State law requires that State agencies recycle specified materials including office paper, newspaper, corrugated cardboard, and mixed food and beverage containers. The contractor shall adhere to the **Rules & Regulations for Reduction and Recycling of Commercial and Non –Municipal Solid Waste** promulgated by the Rhode Island Department of Environmental Management (RIDEM), any proceeding regulations governing the same promulgated by RIDEM in the future, or any other applicable statutes or regulations.

## 3. SCOPE OF SERVICES

The contractor shall be responsible to provide all exterior collection containers requested and all labor and vehicles required to remove, transport, and recycle materials as defined in the following section.

Each user agency shall designate a representative, or point of contact, to coordinate all recycling activities with the contractor. **Each State agency shall define the frequency of pickup required for each facility, as well as collection container sizes and locations for each commodity, in consultation with the contractor.**

The contractor will:

- Remove, transport and ensure recycling of all materials in accordance with the RI Department of Environmental Management's (DEM) **Rules and Regulations for Reduction and Recycling of Commercial and Non-Municipal Residential Solid Waste,** with *may* include the following:

  * Aluminum (including cans)
  * Corrugated cardboard
  * Glass food/beverage containers
  * Newspaper
  * HDPE bottles (milk jugs)
  * Coated unbleached beverage carriers (boxboard)
  * Office paper
  * PET bottles (water, soda)
  * Steel & tin coated cans
  * Telephone directories
  * Wooden shipping pallets

- When Universal Rules are adopted by the State of Rhode Island, remove and transport "Universal Waste" in accordance with DEM's **Rules and Regulations for Hazardous Waste Management, Rule 13,** which may include:

  * Batteries
  * Fluorescent Bulbs

**IN ADDITION, the Vendor must:**

- work closely with each user agency to minimize the monthly costs through the combination of the number and sizes of collection containers and the frequency of pick-ups;

- not combined recyclable materials in a manner that renders the materials not marketable

- guarantee that all materials covered by this Master Price Agreement are recycled, with landfilling or incineration not acceptable for any of the material types described. (If requested by a State agency or by the Division of Purchases, the contractor shall provide a certificate of recycling that certifies that all materials collected for recycling were actually recycled.)

- guarantee that all "Universal Waste" collected from user agencies is recycled at a properly licensed facility,

- supply all packaging, labels and manifests needed for "Universal Waste" collection and in accordance with applicable State/Federal rules and regulations;

- perform an initial facility assessment to identify the most effective and efficient recycling program setup and design;

- install all necessary containers and equipment as specified by the user agency or otherwise required;

- implement the physical set-up of internal recycling bins in each building, work with and train the housekeeping staff on devising efficient collection methods for recyclable materials, conduct employee education, as necessary, with materials provided or purchased by the user agency or State;

- maintain such equipment as described below under **"Maintenance of Equipment"**;

- affix labels in English and Spanish, at least 3" X 5" in size, to at least two sides of each recycling container and compactor to indicate what materials are to be placed within;

- pick-up all bagged, boxed or loose recyclable as may have spilled from an over filled container;

- notify the agency in writing of persistent overfill problems and the solution to be implemented to eliminate this problem

All of the above services shall be provided to the state at no cost.

**Maintenance of Equipment** – The contractor shall ensure proper maintenance and working order of all containers, compactors, and other equipment provided.

"Proper maintenance" shall include, but not be limited to, the following:

- Labels, doors, hinges and locks;
- Hydraulics, electrical motors, cams, rams, gears and all operating components of compactors;
- Periodic deodorizing (as required/requested by the user agency); and
- Periodic painting/repainting of containers and/or compactors (as required/requested by the user agency).

Such maintenance shall be provided without additional cost to the State.

Any equipment that cannot be maintained in a condition acceptable to the State or user agency shall be replaced by the contractor at no additional cost to the State

## 4. DEFINITIONS

**Corrugated cardboard** shall mean items such as corrugated cardboard (shipping containers with a ruffled inner lining), and boxboard.

**Mixed food and beverage containers** shall mean items such as aluminum, steel, tin-coated steel, and bi-metal soda, juice and soup cans, clear, brown, and green glass bottles and jars, and narrow necked plastic containers such as soda (#1 PET) and milk (#2 HDPE) bottles. (Items such as light bulbs, drinking glasses, plate glass, ceramics, and other numbered plastics (#3 - #7) are excluded.)

**Mixed Office Paper** shall mean items such as white or colored copy paper, letterhead, computer paper, lined paper, envelopes, pamphlets and brochures, manila file folders, newspaper, catalogs, magazines, and telephone books.

**Sorted Office Paper** shall mean all colors of paper suitable for pen and ink, pencil, typewriter, or printing, which have a similar fiber content, and which are free of treated, coated and padded paper, carbon paper, and ground-wood. Paper clips, staples and windowed envelopes are all allowed in the mix. (Newspaper, magazines and telephone books are NOT part of the mix. See Mixed Office Paper)

**Recycling** shall mean recovering useful materials or by-products from waste, which are reused or used as an ingredient or feedstock in an industrial or manufacturing process to make a marketable product, or used in an application as a substitute for a commercial product or commodity. For the purposes of this/bid/contract, recycling does not mean recovering energy from the combustion of a material.

**State Facilities** shall mean any eligible entity as defined in this MPA and may include, but not be limited to, the following publicly owned and/or operated and/or leased facilities institutions:

- Office buildings and small offices
- Highway State Facility depots and other roadway facilities
- Prison facilities
- Hospitals and other medical facilities
- Colleges and Universities
- Residential and/or campus facilities
- State Forests, parks, beaches and other undeveloped land
- Municipal offices
- Public schools

## 5. CONTAMINATION

The vendor may reject any materials that it removes from a user agency if the materials contain hazardous or regulated medical waster or if the materials are contaminated with non-recyclable materials that exceed the weight of the container contents by 10%. The vendor shall return the contaminated materials to the user agency within 24 hours of removal, and the user agency shall bear all costs and responsibility for disposal of the materials or removal of contaminants. Provided, however, that the vendor shall not reject non-hazardous materials without issuing at least two written rejection warnings that material preparation must improve. The vendor may reject materials contaminated with medical or hazardous waste without prior warning.

**Universal Waste** shall mean any of the following hazardous wastes that are subject to the universal waste requirements of 40 CFR part 273, including but not limited to, (see the RIDEM *Rules and Regulations for Hazardous Waste Management* for more detail);

- Batteries as described in 40 CFT part 273,
- Mercury containing lamps as described in Rule 13.04 of the above regulations.

**User Agency** shall mean any State Facility that elects to contact with one or more vendors under this MPA for the described recycling services.

## 6. REPORTS

The contractor shall provide quarterly reports that include, at a minimum:

- pick-up activity (pickup dates, volumes picked up);
- expenditures, including unit costs and extended costs;
- recycling or processing facilities which received recyclable materials;
- vendor point of contact name, address, and telephone number

The contractor shall provide this information for each user agency location, but it may be submitted as a single report. Reports shall be submitted by March 31, June 30, September 30 and December 31 of each year of the contract. Unless directed otherwise by the Division of Purchases, reports shall be sent to: State of Rhode Island, Department of Administration, Division of Purchases, to the attention of the buyer named in this notice, One Capitol Hill, Providence, RI 02908.

## 7. INVOICING

State agencies receiving service shall be invoiced directly for such services provided, on a monthly or quarterly basis as appropriate. The billing address, and other information, for each State Facility shall be provided by the representative of the user agency. All invoices must reference the Master Price Agreement Number, the items covered, commodity volumes picked up, and the unit price and extended price for each item. The contractor cannot invoice for work not yet performed.

## 8. VALUE OF CONTRACTS

The Division of Purchases makes no guarantee as to the value of the contracts to be executed under this agreement, including volumes of recyclable generated by user agencies, or the total of billable costs for services provided.

**Attachment** B

## LIST OF CITIES AND TOWNS BY COUNTY

### PROVIDENCE COUNTY

- Burrillville
- Central Falls
- Chepachet
- Cranston
- Cumberland
- East Providence
- Foster
- Glocester
- Greenville
- Harrisville
- Johnston
- Lincoln
- North Providence
- North Scituate
- North Smithfield
- Pawtucket
- Providence
- Scituate
- Smithfield
- Woonsocket

### WASHINGTON COUNTY

- Charlestown
- Exeter
- Hope Valley
- Hopkinton
- Narragansett
- North Kingstown
- Richmond
- South Kingstown
- Wakefield
- Westerly
- Wyoming

### KENT COUNTY

- Coventry
- East Greenwich
- Warwick
- West Greenwich
- West Warwick

### NEWPORT COUNTY

- Jamestown
- Little Compton
- Middletown
- Newport
- Portsmouth
- Tiverton

### BRISTOL COUNTY

- Barrington
- Bristol
- Warren

**Attachment** C

## LIST OF LOCATIONS BY COUNTY

## PROVIDENCE COUNTY

1. Dept. of Education/Davies
   Career & Technical High School
   Lincoln, Rhode Island 02865

2. Dept. of Labor
   Dr. John E. Donley Rehab. Center
   249 Blackstone Blvd.
   Providence, R.I. 02906

3. DEM – Parks and Recreation
   2321 Hartford Avenue
   Johnston, R.I. 02919

4. DEM – RI Fish & Wildlife
   Round Top Station
   1265 Round Top Road
   Harrisville, R.I. 02830-1012

5. Rhode Island State Police Headquarters Complex
   311 Danielson Pike
   North Scituate, R.I. 02857

6. Rhode Island State Police Training Academy
   Boss Road
   Foster, R.I. 02825

7. Rhode Island State Police
   Lincoln Barracks
   1575 Louisquisset Pike
   Lincoln, R.I.

8. Rhode Island State Police
   Chepachet Barracks
   Rte. 44, Putnam Pike
   Chepachet, R.I.

9. North Smithfield Armory
   Pound Hill Road
   North Smithfield, R.I. 02895

10. Schofield Armory
    705 New London Avenue
    Cranston, R.I. 02910

11. Command Readiness Center
    645 New London Avenue
    Cranston, R.I. 02910

12. Armory of Mounted Commands
    1051 North Main Street
    Providence, R. I. 02906

13. U.S. Property & Fiscal Office
    330 Camp Street
    Providence, R.I. 02906

14. Organizational Maintenance Shop
    Danielson Pike
    North Scituate, R.I. 02857

15. Combined Support Maintenance Shop
    George Washington Highway
    Smithfield, R.I. 02917

16. R.I. Air National Guard Station
    Old Oxford Road
    North Smithfield, R.I.

17. Dept. of the Attorney General
    150 South Main Street
    Providence, R.I. 02903

18. Rhode Island State House
    90 Smith Street
    Providence, R.I. 02908

19. State Office Building
    Two Capitol Hill
    Providence, R.I. 02908

20. Dept. of Health – Cannon Building
    Three Capitol Hill
    Providence, R.I. 02908

21. William Powers Building
    One Capitol Hill
    Providence, R.I. 02908

22. Board of Elections
    50 Branch Avenue
    Providence, R.I.

23. Veterans Memorial Building
    83 Park Street
    Providence, R.I. 02908

24. Dept. of Health – Chapin Health Lab
    50 Orms Street
    Providence, R.I. 02908

25. Bicentennial Building
    150 Benefit Street
    Providence, R.I.

26. Licht Judicial Complex
    250 Benefit Street
    Providence, R.I.

27. Garrahy Judicial Complex
    1 Dorrance Plaza
    Providence, R.I.

28. DCYF – Juvenile Corrections
    300 New London Avenue
    Cranston, R.I. 02920

29. Administration – Computer Center
    Information Processing
    1670 Hartford Avenue
    Johnston, R.I. 02919

30. Dept. of Transportation
    Glocester Facility
    648 Putnam Pike
    Glocester, R.I.

31. Dept. of Transportation
    Scituate Facility
    Spring Brook Road
    Scituate, R.I.

32. Dept. of Transportation
    317 Cherry Hill Road
    Johnston, R.I.

33. Dept. of Transportation
    Lincoln Facility
    680 George Washington Highway
    Lincoln, R.I.

34. Dept. of Transportation
    East Providence Facility
    Route 196 and 6
    East Providence, R.I.

35. Dept. of Transportation
    Maintenance Headquarters Facility
    90 Calverly Street
    Providence, R.I.

36. Dept. of Transportation
    East Shore Express Facility
    Route 6
    East Providence, R.I.

37. Rhode Island College
    600 Mt. Pleasant Avenue
    Providence, R.I. 02908

38. Community College of Rhode Island
    One Hilton Street
    Providence, R.I.

39. Community College of Rhode Island
    Flanagan Campus
    1762 Louisquisset Pike
    Lincoln, R.I. 02865-4585

40. Central Distribution Center
    144 Power Road, Howard Center,
    Cranston, R.I. 02920

41. DEM – George Washington Headquarters
    George Washington Campground
    Pulaski Recreational Area
    Burrillville, R.I.

42. Dept. of Human Services
    600 New London Avenue
    Cranston, R.I. 02920

43. Emergency 911
    1951 Smith Street
    Providence, R.I. 02911

44. Dept. of Labor & Training
    877 Broadway
    East Providence, R.I.

45. Dept. of Labor & Training
    217 Pond Street
    Woonsocket, R.I.

46. Dept. of Employment & Training
    Business Affairs Unit
    101 Friendship Street
    Providence, R.I. 02903

47. Alan Shawn Feinstein College of Continuing Education
    80 Washington Street
    Providence, R.I. 02905

**WASHINGTON COUNTY**

48. DEM – Coastal Resources Division
    301 Great Island Road
    Port of Galilee
    Narragansett, R.I.

49. Rhode Island State Police
Wickford Barracks 7875 Post Road
North Kingstown, R.I.

50. Rhode Island State Police
Hope Valley Barracks
70 Nooseneck Hill Road
Wyoming, R.I.

51. Camp Varnum Training Site
Comorant Road
Narragansett, R.I. 02882

52. Army Aviation Support Facility
150 Airport Street
North Kingstown, R.I. 02852

53. RI Air National Guard Station
Quonset State Airport
2 Minuteman Way
North Kingstown, R.I. 02852

54. Stedman Government Center
4800 Tower Hill
Wakefield, R.I.

55. McGrath Judicial Complex
4800 Tower Hill Road
Wakefield, R.I. 02879

56. Rhode Island Nuclear Science Center
16 Reactor Road
Narragansett, R.I. 02882-1165

57. Dept. of Transportation
Belleville Facility
439 Tower Hill Road
North Kingstown, R.I.

58. Dept. of Transportation
Dillons Corner
Route 108
Narragansett, R.I.

59. Dept. of Transportation
Hope Valley Facility
51 Bank Street
Hope Valley, R.I.

60. Dept. of Transportation
Westerly Facility
89 Bradford Road
Westerly, R.I.

61. DEM – Browning Mill Pond Recreation area and
Beach Pond Recreation Area off Escoheag Hill Rd.
Exeter, Rhode Island

62. Dept. of Employment & Training
57 Spruce Street
Westerly, R .I.

63. University of Rhode Island
Kingston Campus
Kingston, R.I. 02881

64. University of Rhode Island
Narragansett Bay Campus
Narragansett, R.I. 02882

**KENT COUNTY**

65. Warwick Armory
537 Airport Road
Warwick, R.I. 02886

66. Organizational Maintenance Shop #3
Airport Street
Warwick, R.I. 02886

67. Camp Fogarty Armory, Camp Fogarty Training Site,
Sun Valley Armory, Organizational Maintenance Shop #4,
South County Trail, East Greenwich, R.I. 02818

68. RI Air National Guard
Read Schoolhouse Road
Coventry, R.I. 02816

69. Leighton Judicial Complex
222 Quaker Lane
Warwick, R.I. 02886

70. Dept. of Transportation
Mid-State Facility
2400 New London Turnpike
E. Greenwich, R.I.

71. Dept. of Transportation
Lincoln Depot Facility
385 Lincoln Avenue
Warwick, R.I.

72. Community College of Rhode Island
Knight Campus
400 East Avenue
Warwick, R.I.

73. Dept. of Employment & Training
1330 Main Street
West Warwick, R.I.

74. Dept. of Employment & Training
50 Airport Road
Warwick, R.I.

75. W. Alton Jones Campus
Victory Highway
West Greenwich, R.I. 02815

## NEWPORT COUNTY

76. DEM – Coastal Resources Division
235 Promenade Street
Providence, R.I. 02908

77. Rhode Island State Police
Portsmouth Barracks
838 East Main Road
Portsmouth, R.I.

78. Middletown Armory
Forest Avenue
Middletown, R.I. 02842

79. Murray Judicial Complex
45 Washington Square
Newport, R.I. 02840

80. Dept. of Transportation
Portsmouth Facility
Anthony Road
Portsmouth, R.I.

81. Dept. of Employment & Training
73 Valley Road
Middletown, R.I.

## BRISTOL COUNTY

82. Warren Armory
104 Market Street
Warren, R.I.

83. Bristol Armory
470 Metacom Avenue
Bristol, R.I. 02809

84. Organizational Maintenance Shop #2
Croade Street
Warren, R.I. 02885

85. Dept. of Employment & Training
470 Metacom Avenue
Bristol, R.I.

# RECYCLING GUIDE

**Recycle most paper at your desk!** Each personal workstation should have a bin for paper collection, along with a trash receptacle for non-recyclable wastes. If you do not have a recycling bin, contact your recycling coordinator. (The DEM supplied agencies with bins initially and may still have more available.)

**SORTED OFFICE PAPER** is the category of paper that goes in your deskside bins. It includes:

- Printing and Writing Paper (All colors; staples and paper clips are okay)
- Letterhead
- Envelopes (plastic windows are okay)
- Bound reports (remove binding)
- Post-it→ Notes
- NCR multi-part, carbonless forms

**Sorted Office paper does NOT include:**

- Newspapers, Magazines or Glossy Paper
- Plastic Coated Paper (e.g. Fed Ex Envelopes)
- Adhesive Labels, Stickers or Backings
- Manila Envelopes & File Folders
- Telephone Books
- Carbon Paper
- Bottles and Cans
- Trash

Other materials, described below, are recycled in distinct containers located in common areas such as break rooms, copy rooms – even restrooms! Whatever makes the most sense and works the best for your location. Not every agency is set up for recycling every material.

**MIXED OFFICE PAPER** includes most of the items listed under "Sorted Office Paper does NOT include" – it can also include office paper. Mixed office paper includes items like:

- Newspapers
- Magazines
- Catalogs
- Books
- File Folders
- Manila Envelopes
- Junk Mail
- Glossy Paper
- Telephone Books
- Gray Cardboard (e.g. cereal boxes)

**CORRUGATED CARDBOARD** *always* needs to be flattened for recycling – only a few locations have compactors for cardboard. Brown paper bags can be recycled along with cardboard, but nothing else.

**NO**

- Used food boxes (e.g. pizza boxes)
- Gray Cardboard (e.g. cereal boxes)

Again, *PLEASE* help out your housekeeping staff by flattening the cardboard boxes that you generate.

**BOTTLES & CANS** should be recycled *minus* their lids or caps and *empty* of all contents!!

- Aluminum cans
- Tin Cans
- Glass Bottles
- Plastic Bottles (Soda bottles and Milk jugs) (#1 and #2)

**NO**

- Paper Cartons (e.g. milk)
- Juice Boxes
- Plastic Tubs (e.g. yogurt)
- Ceramic or Glass Dishware