

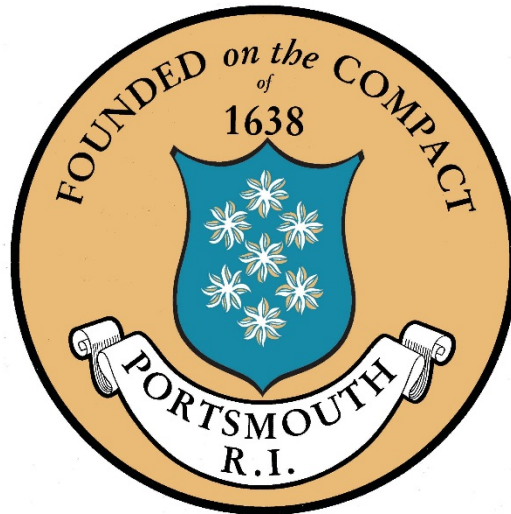
**TOWN OF PORTSMOUTH, RHODE ISLAND
2200 EAST MAIN ROAD
PORTSMOUTH, RI 02871**

REQUEST FOR PROPOSALS

PROPOSAL NUMBER – P23-003

SERVICES – COLLECTION AND TRANSPORT OF RESIDENTIAL REFUSE,
RECYCLABLES, YARD WASTE, AND BULKY WASTES

SPECIFICATIONS AND INSTRUCTIONS



Issue Date: August 10, 2022

Response Date: September 9, 2022

**TOWN OF PORTSMOUTH, RI
REQUEST FOR PROPOSAL**

PROPOSAL NUMBER – P23-003
SERVICES – COLLECTION AND TRANSPORT OF RESIDENTIAL REFUSE,
RECYCLABLES, YARD WASTE, AND BULKY WASTES

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I. NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that sealed Proposals will be received at the Portsmouth Finance Department, **1:00 p.m., local time, September 9, 2022** for furnishing all labor, materials and equipment, and performing all work necessary and incidental to Collection and Transport of Residential Refuse, Recyclables, Yard Waste, and, Bulky Wastes in accordance with the specifications and contract documents within.

Proposals are firm for (90) days unless otherwise specified herein.

A performance bond and labor and material payment bond, issued by a satisfactory surety company authorized to do business in the State of Rhode Island, to be renewed annually, in the amount of one hundred percent (100%) of the total contract price for each year of the contract will be required of the successful bidder. A Letter of Intent, on the form provided, must be completed and enclosed with the proposal to show that the bidder is bondable.

Non-Mandatory Pre-Proposal Conference. A Non- Mandatory Pre-Proposal Conference will be held at **10:00 a.m. on August 18, 2022** at the Portsmouth Town Hall, 2200 East Main Road, Portsmouth, RI.

Proposal Delivery. Sealed Proposals shall be delivered to 2200 East Main Road, Portsmouth, RI by **1:00 p.m., September 9, 2022** and addressed to the Finance Department, Town of Portsmouth and shall be labeled “Collection and Transport of Residential Refuse, Recyclables, Yard Waste, and Bulky Wastes #P23-003” in the lower left-hand corner of the envelope. Any Proposer who wishes their Proposal to be considered is responsible for making certain that their Proposal is received at the Portsmouth Finance Department by the proper time.

No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened.

Proposals must bear original signatures and figures.

II. INSTRUCTIONS TO PROPOSER

ACCEPTANCE PERIOD. Unless otherwise specified herein, Proposals are firm for a period of ninety days.

ADDENDA ACKNOWLEDGMENT. Each Proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the Proposal being rejected as not responsive. Note that all Proposers are required to be registered with BidNet Direct to receive notifications and log in to receive any addenda issued under this RFP. Registration information and link to register can be found on the website <https://www.portsmouthri.gov/152/Purchasing-Requests-for-Proposals>.

AUTHORIZED SIGNATURES. Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Town of Portsmouth, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Town of Portsmouth, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. The award will be made to the responsible and qualified offer or whose proposal, conforming to the RFP, will be most advantageous to the Town of Portsmouth. The Town reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

The Town of Portsmouth shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the Town of Portsmouth after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The Town of Portsmouth may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, State and local laws and regulations relative thereto.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications," which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **May.** Indicates something that is not mandatory but permissible.
- c. **Must/Shall.** Indicates a mandatory requirement. A Proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- d. **Proposer.** The person or firm making the offer.
- e. **Proposal.** The offer presented by the Proposer.
- f. **RFP.** Acronym for Request for Proposals.
- g. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your Proposal.
- h. **Submittal Deadline.** The date and time on or before all Proposals must be submitted.
- i. **Successful Proposer.** The person, contractor, or firm to whom the award is made.
- j. **Contract Administrator.** This refers to the Town of Portsmouth representative

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a Proposal nonresponsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to Be Returned" and attached hereto.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Town of Portsmouth enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit. If there is reason to believe that collusion exists among the Proposers, the Town of Portsmouth may refuse to consider Proposals from participants in such collusion.

OPENING OF PROPOSALS. All Proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers and proposed prices will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of Proposals.

- a. Postponement of Opening. The Town of Portsmouth reserves the right to postpone the Submittal Deadline and opening of Proposals any time before the date and time announced in the RFP or subsequent addenda.

PRICE DISCREPANCIES. In the event that there are unit price items in a Proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the product (of the unit price and the quantity) will be corrected accordingly. If there is more than one item in a Proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the Contract.

PROPOSAL FORMS/SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic Proposals or modifications will be considered.

- a. **Forms.** Proposals must be submitted on the Price Proposal forms included in this Request for Proposals.
- b. **Copies.** One (1) original and three (3) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original Proposal marked "MASTER," and the three (3) identical copies. In addition, Proposers are requested to send one electronic copy on a flash drive.
- c. **Discrepancies.** If discrepancies are found between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER," the Town of Portsmouth reserves the right to use the original as the Master.

PROPOSAL CONTENT. Proposer must describe in detail how the requirements of this RFP will be met and may provide additional related information with the Proposal. The Proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, the Proposer shall provide such documentation with the Proposal indicating where the supplemental information can be found.

The Town of Portsmouth is not liable for any costs incurred by Proposers before entering into a formal Contract. Costs of developing the Proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Town of Portsmouth.

PROPOSAL MODIFICATIONS (After Submittal). Any Proposer who wishes to make modifications to a Proposal already received by the Town of Portsmouth must withdraw their Proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Proposal Withdrawal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn Proposals are resubmitted before the Submittal Deadline.

PROPOSAL, REJECTION OF. The Town of Portsmouth reserves the right to reject any or all Proposals or any part of a Proposal. The Town of Portsmouth reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the Town of Portsmouth or any other governmental agency.

The Town of Portsmouth expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the Town of Portsmouth.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw Proposals only by written request received before the Submittal Deadline.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Name, address, and telephone number of the Proposer's point of contact for a Contract resulting from this RFP.
- f. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- g. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- h. Resumes for key staff to be responsible for performance of any Contract resulting from this RFP.

Proposer must include in their Proposal a complete disclosure of any alleged significant prior or ongoing contract failures, and any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposal. The Town of Portsmouth reserves the right to reject any Proposal based upon the Proposer's prior history with the Town of Portsmouth, or with any other party which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones, or other contractual failures.

PROPOSER'S REFERENCES. Proposers should provide a minimum of three (3) references from similar contracts performed for any local government clients within the last five years. Information provided shall include:

- a. Customer/Business name;
- b. Project description;
- c. Project dates (starting and ending); and,
- d. Customer/Business project manager name, telephone number and email address.

PUBLIC RECORDS. Rhode Island law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town of Portsmouth in connection with this RFP response shall be deemed to be public records subject to public inspection upon award. However, certain exemptions to the public records law are statutorily provided. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must, in his or her response, specifically identify the material which is deemed to be exempt, cite the legal authority for the exemption, and submit the identified material in a separate envelope clearly labeled "Proprietary Information," otherwise, the Town of Portsmouth will treat all materials received as public records.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract for no less than three (3) years. The Proposer's experience shall be set forth and submitted on the form provided herewith titled "Proposer Statement of Relevant Experience" under Section V - Proposal Documents To Be Returned. It is the intention of the Town of Portsmouth to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Town of Portsmouth will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience," which is a part of the contract documents.

QUESTIONS AND COMMENTS.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. **Every request for such interpretation shall be made in writing addressed to the Director of Public Works (bwoodhead@portsmouthri.gov), Town of Portsmouth, 143 Hedly Street, Portsmouth, RI 02871, and to be given consideration must be received August 25, 2022.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be posted on [BidNet Direct \(https://www.bidnetdirect.com/rhode-island/portsmouthri\)](https://www.bidnetdirect.com/rhode-island/portsmouthri). Failure of any Bidder to receive any such addendum of interpretation shall not relieve such Bidder from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents.**

The questioner's company name, address, phone number, e-mail address, and contact person must be included with the questions or comments. Answers, if any, made by the Town of Portsmouth will be in the form of an Addendum to the proposal posted on August 26, 2022 by 4:00 p.m.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The Town of Portsmouth reserves the right to reject any or all Proposals, or any part of a Proposal. The Town of Portsmouth reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the Town or any other governmental agency. The Town of Portsmouth expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the Town of Portsmouth or any other government agency or entity.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Town of Portsmouth.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the Proposal.

SUBMITTAL DEADLINE. **The Submittal Deadline is 1:00 p.m. Friday, September 9, 2022. Proposals must arrive in the Office of the Finance Director, Town Hall, 2200 East Main Road, Portsmouth, RI 02871.** The receiving time in the Finance Office will be the governing time for acceptability of Proposals.

TAXES, EXEMPT. The Town of Portsmouth is exempt from Federal Excise and State Sales Tax. If requested, the Town of Portsmouth will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Town of Portsmouth reserves the right to negotiate final Contract terms with any Proposer selected. The Contract between the parties will consist of this RFP together with any modifications thereto, the awarded Proposer's Proposal, and all modifications and clarifications that are submitted at the request of the Town of Portsmouth during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, the RFP, any modifications, and clarifications to the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in the final executed Contract. Proposer understands and acknowledges that the representations above are material and important and will be relied on by the Town of Portsmouth in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the Town of Portsmouth of the facts relating to the Proposal.

III. SCOPE OF WORK

A. DEFINITIONS

Residential Refuse – Means all non-hazardous solid wastes and bulky wastes generated by households within the Town of Portsmouth excluding:

- Auto parts including, but not limited to, large pieces of body metal, engine blocks, transmissions or rear end components, generators, starters, auto seats, wheel rims, and tires.
- Building materials, or building demolition material, including, but not limited to, asphalt, bricks, cement/concrete, plaster, or lumber, when such items are the result of contract work, *except for* building or building demolition materials generated by the homeowner which fit in a PAYT bag in the rolling refuse cart placed curbside in front of the residence the materials were generated.
- Earth, stones, tree trunks, tree stumps or large tree limbs, *except for* branches that are less than 3 inches in diameter and that are cut to lengths of 3 feet or less and tied with twine in bundles weighing less than 50 pounds, which shall be collected as Yard Waste.
- Residential Recyclables as defined below.
- Yard Waste as defined below.
- Diversion Materials (Bulky Wastes, and White Goods) as defined below.

Residential Recyclables – Means all recyclables accepted by the RIRRC, as described on the following web site: <http://www.rirrc.org/recycling-composting-disposal/what-to-recycle-in-your-bin-cart> Changes to the list of acceptable recyclables by the RIRRC shall not be cause for a change in the Contract price.

Yard Waste – Means leaves, grass clippings, vine cuttings and tree trimmings less than 3 inches in diameter and 3 feet in length, or as defined by the Town or a designated yard waste composting contractor. Material can be placed in barrels, up to 32 gallons, that are clearly marked “Yard Waste,” in paper yard waste bags, or bundled and tied with twine, but must not exceed 50 pounds in weight.

Bulky Wastes – Means any Residential Refuse generated by households that is too big to fit inside a PAYT bag in Portsmouth, including, but not limited to, sofas and chairs, mattresses, carpets (provided the carpet rolls are no larger than 10 inches in diameter and six feet in length), and building demolition materials generated by the homeowner but limited to lumber cut to 3 feet or less and that is tied into bundles weighing less than 50 pounds, and construction waste placed in 32 gallon containers (and weighing less than 50 pounds). See a complete list of Bulky Wastes in “Proposal Form Two” below in this document, to be included based on historical experience in Portsmouth.

Bulky Waste Sticker – All Bulky Wastes defined above may only be collected in Portsmouth if there is a Portsmouth Bulky Waste Sticker provided by the Contractor, but distributed by the Town, attached to the Bulky Waste item.

White Goods – Means appliances, including, but not limited to, refrigerators, freezers, ranges, washers, dryers, microwave ovens, air conditioners and hot water tanks. All White Goods must also bear a Portsmouth Bulky Waste sticker.

B. INCLUSION OF MUNICIPAL FACILITIES

Portsmouth also requires collection of Refuse and Recyclables for municipal facilities, and public spaces. The Table below provides information on the current locations and container sizes. There are separate Bid Forms for the provision of these services.

Facility	Street Address	Container Type	Volume	Quantity	Frequency
Portsmouth DPW	143 Hedly Street	Dumpster - MSW	10 yards	One (1)	Weekly
		20 Yard Open Top	20 yards	One (1)	On-Call Weekdays Only
		Dumpster - Recycling	10 yards	One (1)	On-Call Weekdays Only
Sandy Point Beach	Sandy Point Ave	Dumpster - MSW	8 yards	One (1)	Weekly
		Dumpster - Recycling	8 yards	One (1)	On-Call Weekdays Only
Seveney Complex	Linden Lane	Dumpster - MSW	8 yards	One (1)	Weekly
		Dumpster - Recycling	8 yards	One (1)	On-Call Weekdays Only
Glen Park	Gilbert C. Barker Dr.	Dumpster - MSW	4 yards	One (1)	Weekly
		Dumpster - Recycling	4 yards	Four (4)	On-Call Weekdays Only

C. GENERAL

C.1. Contract Length

The Town of Portsmouth is requesting Proposals for a *five-year contract* beginning July 1, 2023 and expiring June 30, 2028, with the option, at the Town’s sole discretion, to renew for three, one-year periods.

C.2. Description of Service Areas

There are currently approximately 7,000 residential household units in the Town, with roughly 2,500 participating in the Transfer Station program, and the remaining households subscribing with private haulers. The Town is *estimating* that roughly 4,000 households would sign up for the Town run program assuming the proposed price of the municipal program is lower than individual private hauler prices. Proposer should bid assuming 4,000 units will be serviced and provide an additional cost per residential unit over 4,000 units in 100 unit increments up to 5,000 residential households.

It is *estimated* that 20 new residential units may be constructed each year during the course of this contract. The Contractor will be required to service any newly constructed residential units meeting the criteria for collection at no additional cost to the Town, as long as the new households stay within the bid limits (unit increments) each year.

In addition, municipal buildings and facilities in the Town of Portsmouth, excluding public schools, as specified will be serviced under this Contract.

Finally, the Contractor shall provide back door, or alternative location collection for approximately 75 households in Portsmouth, at no additional cost, to accommodate elderly and/or physically challenged residents.

Appendix A contains a street map of Portsmouth. Detailed street names and housing counts can be obtained from the Portsmouth Technical Representative. There are approximately 169 road miles in Portsmouth (22 private road miles, 37 State Road miles, and 110 town accepted road miles).

The Proposer is required to submit with this Proposal a street map laying out the approximate routes for each collection day. Note that the Contractor will be required to obtain permission to travel on any private roads serving households requesting service.

C.3. Description of Proposed Refuse, Recycling, Yard Waste and Bulky Waste Collection Systems

All Residential Refuse collected in Portsmouth must be placed in specially printed Portsmouth PAYT bags and placed inside 64-gallon carts (a limited number of 95-gallon or 32-gallon carts will be swapped out for 64-gallon carts during the lifetime of this Contract). Bulky Waste must have a Bulky Waste Sticker and must be scheduled in advance with the Contractor. Recyclables are collected as a single stream on the same day as Residential Refuse collection in a separate 64-gallon cart. As with refuse carts, the Contractor will be responsible for inventorying up to 400 95-gallon and 32-gallon carts for swapping at homeowner's request. Contractor may store inventory at Portsmouth Transfer Station.

The Contractor is required to collect leaves, grass clippings, and branches less than three inches in diameter (and no more than three feet in length) weekly from April 1 to November 30, and one additional collection the second week in January. All yard waste is to be placed either in paper bags or loose in 32-gallon garbage cans, or tied with twine in bundles. All yard waste material left for pickup in plastic bags (or otherwise contaminated with non-yard waste materials) will be left behind on the curbside.

Collected Yard Waste will be transported to the Rhode Island Resource Recovery facility in Johnston, RI unless otherwise specified by the Contractor. Rejected loads due to contamination are the responsibility of the Contractor. Yard Waste processing and/or disposal costs are the responsibility of Portsmouth if transported to Rhode Island Resource Recovery facility in Johnston, RI.

C.4. Pay-As-You-Throw (PAYT) Program

Portsmouth intends to continue its PAYT program under the new contract. The provisioning of PAYT bags is the responsibility of Portsmouth. Contractor is required to mount operational cameras on its trucks or directly observe the emptying of residential refuse bins in order to record addresses of households placing waste into refuse bins without first placing waste into PAYT bags. The recorded addresses must be provided to the Town prior to the following collection week.

A separate price list is requested for the collection of bulky waste items, which would be collected on a call-in basis and set out with a Bulky Waste sticker (sold by Portsmouth if approved).

C.5. Collection Routes and Schedule

Prior to the start of this Contract the Contractor shall provide to the Town a proposed schedule for collection of Residential Refuse, Recyclables, Yard Waste, and Bulky Wastes. This shall include maps or street addresses that will allow the Town to publish and promote a collection schedule for all households.

Upon approval by the Town, the Contractor shall once each week throughout the term of the Contract, collect and remove all acceptable Residential Refuse and Residential Recyclables in accordance with the approved schedule. Any changes to the routes, or to the collection schedule, must be approved in advance by the Town. A Street Map of Portsmouth can be found in Appendix A.

The Contractor shall not perform collection prior to 7:00 a.m. or after 5:00 p.m. in Portsmouth, except in the case of weather delays beyond the control of the Contractor, and except for East and West Main Roads, Turnpike Avenue, Bristol Ferry Road, Sprague Street and Chase Lane, which may begin collection at 6:30 a.m. All collections must occur Monday through Friday, except for weeks when there is a Listed Holiday, in which case collections may occur on the Saturday of the same week.

C.6. Listed Holidays

The Contractor shall not make collections on the listed holidays based on the yearly holiday schedule put out by RIRRC, which indicates days the Central Landfill is closed. Whenever a scheduled collection falls on a state holiday, that day's collection and the remaining collections for the week, if any, shall be collected the following day, including Saturday.

Listed Holidays are: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Contractor can propose additional Listed Holidays as applicable with their employee agreements.

C.7. Contractor Supplied Equipment

The Contractor shall furnish all trucks, labor, materials and equipment as are necessary and required for the proper collection and hauling of Residential Refuse, Recyclables, Yard Waste and Bulky Waste as hereinafter specified.

All refuse and recycling collection trucks shall be no older than eight years at the beginning of this Contract and shall include a sign prominently stating the trucks are being used to collect refuse, recycling and yard waste for the Town of Portsmouth.

Contractor is responsible for purchase and distribution of 4,000 64-gallon refuse carts and 4,000 64-gallon recycling carts at the beginning of this contract (or as stipulated on January 31, 2023 by the Town). Refuse carts shall be black with a black lid. Recycling carts shall be either blue, or black with a blue lid. The Town will inform the selected Contractor by January 31, 2023, as to the exact number of carts to be supplied based on the number of households required to sign up for the service by the end of 2022, for initiation of service July 1, 2023.

The Contractor shall supply the Town with carts meeting standard cart specifications for the industry. The cart bid form must list the cart manufacturer and specifications. A total of 4,000 64-gallon refuse carts and 4,000 64-gallon recycling carts shall be included as part of this bid, together with an additional 400 95-gallon and 400 32-gallon carts for refuse and recycling for swap out by the Contractor upon request from a Portsmouth household. The Town of Portsmouth will own the carts at the end of the five-year initial contract, and a separate bid form is included with proposed unit prices and annual costs over the five-year period.

The Contractor is required to create and maintain a database listing the container size choice of each resident, container serial number, and date delivered. Each cart shall be equipped with RFID technology to provide improved asset and inventory management. This technology shall be used by the contractor to actively track lost and stolen containers.

The Contractor will be responsible for the replacement of non-serviceable carts. Carts that are lost, stolen, vandalized or damaged will be replaced at the Contractor's expense or at the resident's expense with prior approval from the Town. The Contractor will be responsible for distributing containers throughout the contract. The Town shall retain ownership of all automated refuse and recycling carts at the conclusion of the fifth year of the Contract. The Town will provide the Contractor with an adequate staging area for assembly of the carts and distribution at no cost to the Contractor and will store the excess carts on Town property.

C.8. Collection Requirements and Empty Trucks

The Contractor must enter the Town with a completely empty truck at the beginning of each day, and must proceed directly to the RIRRC landfill, or a designated transfer station, at the end of each day, with no stops to collect commercial or industrial waste or any refuse outside of the boundary of the Town. The Contractor must weigh each truck each day, whether delivering to a transfer station or to the RIRRC landfill and report those weights monthly to the Contract Administrator.

At the beginning of this Contract, and whenever a new collection truck is to be used in the Town, the Contractor must establish the tare weight of the collection trucks. This shall be done at the RIRRC's scale and in the presence of a representative of the Town and/or the RIRRC. At the time of the establishment of the tare weight the collection truck should have approximately one-half of its fuel capacity, and the driver expected to be normally driving the truck inside.

At least two times per year, once in the winter and once in the summer, the Contractor shall count all residential setouts of refuse and of recycling on each route and provide the results to the Town.

A set-out is defined as the total amount of refuse (and recycling) bins set out on the designated collection day from one dwelling unit. The collection route driver can count setouts using a clicker and generally would expect to find one refuse (and one recycling) cart per dwelling unit although some single-family households may opt for two carts.

C.9. Exclusion of Commercial Wastes

The Contractor shall not collect refuse from any businesses within the Town using the same truck as is used for Residential Refuse as part of the residential refuse collection route. Failure to comply by this restriction will be grounds for immediate termination of the Contract and/or a \$5,000 fine at the discretion of the Town.

C.10. Designated Facilities for Refuse and Recyclables

The Contractor shall cause all trucks containing Residential Refuse and Recyclables to be immediately removed from the limits of the Town as soon as the work of filling the truck has been completed. If a transfer station is used, it may be brought there and emptied daily.

The Contractor shall be responsible for the delivery of Residential Refuse and Recyclables collected under this Contract to the RIRRC Landfill and Material Recovery Facility, respectively, located at 65 Shun Pike,

Johnston, RI. Failure to deliver refuse or recyclables to the designated facilities without prior authorization from the Town shall be grounds for termination of this Contract.

The Contractor shall proceed directly to the disposal or processing facility or transfer station without collecting any other residential or commercial refuse or recyclables within or outside the boundaries of the Town.

C.11. Items Excluded from Collection

If any of the items listed below are included with the Residential Refuse, the Contractor must not collect the excluded items, but must place a sticker in a prominent place on the excluded item. The sticker should be clearly visible and should have a checklist indicating the reason for non-collection. Stickers will be supplied by the Waste Hauler.

- Auto parts including, but not limited to, large pieces of body metal, engine blocks, transmissions or rear end components, generators, starters, auto seats, wheel rims, and tires.
- Building materials, or building demolition material, including, but not limited to, asphalt, bricks, cement/concrete, plaster, or lumber, when such items are the result of contract work, *except for* building or building demolition materials generated by the homeowner which fit in a PAYT bag in the rolling refuse cart placed curbside in front of the residence the materials were generated.
- Earth, stones, tree trunks, tree stumps or large tree limbs, *except for* branches that are less than 3 inches in diameter and that are cut to lengths of 3 feet or less and tied with twine in bundles weighing less than 50 pounds, which shall be collected as Yard Waste.
- Residential Recyclables clearly set out for recycling but not in the designated Recycling Bin.
- Yard Waste – except during designated yard waste pickup weeks.
- Televisions, Computer Monitors and other items with Cathode Ray Tubes (CRTs).
- Fluorescent lamps.
- Refuse not placed in PAYT bag.

C.12. Collection Procedures

Refuse shall not be scattered about the streets or on private property. Refuse which is accidentally spilled, shall be immediately picked up by the Contractor and removed.

The Contractor shall handle carts and other containers with care so that they shall not be damaged, and after they are emptied, they shall be left right side up and in the place where found. If the Contractor damages containers, they must be replaced immediately by the Contractor at the expense of the Contractor.

The employees of the Contractor shall not, under any circumstances, cross private property in going from house to house, but shall enter each premise from a street or public right of way giving access to the same. Households signing up for the Town service but located on private roads must grant permission to the Contractor to traverse private roadways.

C.13. Accidents

Written reports of accidents involving injuries to persons or property shall be delivered to the Town within twenty-four hours or one (1) business day of the occurrence.

C.14. Collection of Residential Refuse from Certain Multi-Dwelling Units and Mobile Homes

Multi-dwelling units with five or fewer total units located in the Town of Portsmouth shall receive weekly collection of Residential Refuse and Recyclables. These multi-dwelling units have been included in the count of total units to be served. In addition, mobile homes not located in mobile home parks shall also receive weekly collection of Residential Refuse and Recyclables. Multi-dwelling units in the Town of Portsmouth with greater than five total units and all mobile homes located in mobile home parks are excluded from collection service.

C.15. Collection of Municipal and Institutional Refuse

The Contractor is responsible for weekly collection, between the hours of 7:00 a.m. and 5:00 p.m. of the refuse and recycling containers from the municipal locations listed above in Section B.

C.16. Collection of White Goods and Bulky Wastes

All White Goods and Bulky Wastes collected in Portsmouth must have a Town designated Bulky Waste Sticker on them before they are collected by the Contractor. White Goods and Bulky Waste without a Bulky Waste Sticker in Portsmouth must be left by the Contractor with a sticker explaining why the item has been left behind affixed to the item. The Contractor must keep a log of each stop where these items have been left behind. Each appliance must have a separate Bulky Waste sticker and each couch or mattress must also have a separate Bulky Waste Sticker for collection to occur in Portsmouth.

A price list for collection of White Goods and Bulky Wastes must be included in this Proposal.

C.17. Collection and Processing of Residential Recyclables

The Contractor shall collect all Residential Recyclables (referred to as “single stream” as defined by RIRRC) from each household every week on the same day as Residential Refuse collection. The Contractor is required to maintain operational cameras in their automated trucks and record addresses of households placing waste or other unacceptable items in their recycling carts. The addresses must be reported to the Town prior to the next regularly scheduled collection day.

All Residential Recyclables must be delivered to the RIRRC recycling processing facility in Johnston, RI. The list of acceptable materials placed in the Residential Recycling cart is established by the RIRRC and may change over the course of this Contract without any change in the price to collect these single stream materials.

Semi-annually, the Contractor must make a complete count of the number of set-outs of recycling bins on each collection route and include a report to the Town with the following monthly invoice.

A recycling set-out would be counted when a household is recycling any quantity of material. At multi-family households, where carts may be clustered, the set-out count can be made by counting the total number of recycling carts set out and assuming each cart represents a separate dwelling unit.

C.18. Collection and Processing of Recyclables from Municipal Facilities and Parks

The Contractor shall furnish all labor, equipment, and transportation for the collection and transportation of Refuse and Recyclable materials from municipal facilities and parks.

C.19. Invoicing and Reporting

Each month the Contractor shall submit a statement, accompanied by copies of the weight slips from the disposal facility (or transfer facility) and from the recycling processing facility, indicating the number of tons of Residential Refuse, Recyclables and Yard Waste delivered for disposal or processing under this Contract.

The Contract Administrator shall each month pay in arrears the amount of this statement after deducting from the total amount thereof the amount of any claims, expenses or loss the Contract Administrator or designee may deem proper to retain under the terms of this Contract.

Invoices for the Town of Portsmouth will be sent to: Town of Portsmouth, Attn: Accounts Payable, 2200 East Main Road, Portsmouth, RI 02871.

In addition, a weekly report must be provided to the Contract Administrator for the Town that lists:

1. Missed collections called in by residents;
2. Residential addresses in violation of recycling or PAYT guidelines, including refuse in non-PAYT bags, refuse in recycling carts, and bulk items without Bulky Waste Stickers left behind; and
3. Any other reasons why material was left behind.

D. OTHER REQUIREMENTS

D.1. Truck Sign

The Contractor is responsible for providing a sign on each Refuse, Recycling, Yard Waste, and Bulky Waste truck stating that the truck is collecting Portsmouth Refuse or Recyclables along with a customer contact telephone number in large print.

D.2. Telephone Number

The Contractor is responsible for providing a local or toll-free telephone number that is answered by a person between the hours of 8:00 a.m. and 5:00 p.m. each collection day so that residents can contact the Contractor with missed pickups, questions, requests and/or complaints. Further, the Contractor must maintain a log of telephone calls by categories mutually agreed to by the Town and Contractor. After hours, the residents must be able to leave a message concerning missed collections or bulky item requests. In this case, the Contractor will return phone calls by noon on the following business day.

All requests for missed pickups received before noon on the day of collection must be resolved on the same day. Calls concerning missed pickups received after noon must be resolved by noon the following business day.

D.3. Contract Manager

Each Proposer must designate a Contract Manager in the Proposal. The Contract Manager must be readily available by telephone each day of collection and must be available to meet with the Town as needed, coordinated through the Contract Administrator for the Town of Portsmouth.

D.4. Personnel

The Contractor must ensure that all workers are trained and are aware of the Contract terms pertaining to collection. Workers shall wear safety apparel identifying them as employees of the Contractor and shall wear or carry identification at all times.

The Town reserves the right to provide training sessions for the Contractor's collection personnel. Both the Contractor and the Town will mutually agree upon times, dates, and locations of these training sessions at no cost to the Town.

D.5. Collection Vehicle

Vehicles used for collection shall be no more than eight (8) years old for the first year of this contract, as well as newly painted at the beginning of this Contract. No collection vehicle shall be more than twelve (12) years old for the duration of this Contract without the approval of the Town.

All collection vehicles must be washed weekly and painted frequently enough to maintain a positive public image. The Town shall have the right to require collection equipment be washed or painted. All vehicles and other equipment shall be kept in proper repair and sanitary condition.

Each truck shall have at least one broom and shovel to clean up solid waste, recyclables, or other material that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured in order to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded.

All collection equipment shall be clearly identified with the following items prominently and conspicuously affixed to each side:

- Contractor's name;
- Contractor's local or toll-free telephone number; and,
- Vehicle identification number.

All collection vehicles shall be equipped with communications capabilities with the Contractor's central business offices.

D.6. Weight of Material Collected

The Contractor shall be required to weigh each vehicle load collected as part of this Contract and submit scale records to the Town as part of the monthly invoice.

The weigh records should be summarized for the week, by route, for Residential Refuse, Recycling and Yard Waste, and town-wide for Bulky Waste and White Goods collection.

D.7. Rejection of Material

It is the Contractor's responsibility to leave behind the following:

- All Residential Refuse that is not in PAYT bags within the Town supplied rolling cart;

- All non-recyclable material placed in the Recycling container (if the driver does not see non-recyclables until the cart has been emptied then the driver shall notify the Town of the address);
- Yard Waste contaminated with refuse, set out in plastic bags or above size requirements; and,
- Bulky Waste not set out according to the specifications (including not bearing a Bulky Waste Sticker).

In all cases the Contractor is required to place a sticker, supplied by the Town, on the material left behind with the reason for rejection checked on the sticker.

D.8. Delivery of Replacement Refuse and Recycling Collection Containers to Households

The Contractor will supply replacement carts to households who request them following a procedure outlined by the Town and agreed to by the Contractor.

E. TOWN RESPONSIBILITIES

Town responsibilities in supporting this collection program include:

- Monthly payment of the Contractor invoice within 30 days of receipt (Contractor can propose a discount for prompt payment);
- Publication and promotion of collection routes and schedules;
- Publication of material preparation and set-out requirements, including the operation of the PAYT program;
- Enforcement of improper set-outs of Residential Refuse, Recyclables, Yard Waste and Bulky Wastes;
- Provision to the Contractor of stickers to inform households of improper setouts; and,
- Instructing residents to leave carts at their current address when moving, as carts are property of the Town.

IV. PROPOSAL FORMS

To: Town of Portsmouth
Finance Director

From: _____
Name of Proposer

Mailing Address

Municipality, State and Zip Code

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees they will contract with the Town of Portsmouth to provide all necessary labor, supervision, tools, and other means to do the work and furnish all materials specified in the Contract in the manner and time therein prescribed, and that he/she will take in full payment the amount set forth hereon.

Proposal #P23-003 for Collection and Transport of Residential Refuse, Recyclables, Yard Waste and Bulky Wastes, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this Proposal:

- I. Notice of Request for Proposals
- II. Instructions to Proposer
- III. Scope of Work
- IV. Proposal Forms
- V. Proposal Documents to be Returned
- VI. Contract
- VII. Appendix A

Addenda Acknowledgement:

Proposer acknowledges receipt (if applicable) of Addenda Number(s) _____, _____, _____, and _____.

All Costs Included

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Town of Portsmouth reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary; and the same shall in no way affect or make void the Contract. When increases or decreases are made, appropriate additions or deductions from the Contract total price will be made at the stipulated unit price.

Please check your calculations before submitting your Proposal; the Town of Portsmouth will not be responsible for Proposer's miscalculations.

Adjustment for Consumer Price Index (CPI)

The contract price for the base contract shall be adjusted on July 1 in each year, beginning July 1, 2024. Contract price adjustments for renewal years shall be adjusted on July 1st of the option year. Each year beginning July 1, 2024, the then current fees may be adjusted with the basis of the discussion being the percentage change in the Consumer Price Index for Water, Sewer and Trash Collection as published by the Bureau of Labor Statistics. The Town has the right to negotiate the final CPI increase of the contract price based on the budgetary process of the Town. Said contract shall thereafter be increased or held constant yearly based upon the negotiation. The aforementioned evaluation of said cost of living index, to determine any said increase, shall be determined by the Contract Administrator, provided however, that any increase due to this clause shall be subject to the limitations by Federal Law or guidelines now promulgated or in the future promulgated through the Federal, State, and Municipal Government.

**PROPOSAL FORM 1:
Collection and Transport of Residential Refuse, Recyclables, Yard Waste, exclusive of cart costs,
YEAR 1 (July 1, 2023 – June 30, 2024)**

A separate price must be provided for each material.

Description	Annual Total for 4,000 HH (\$)	Written	Additional Cost Per HH/YR over 4,100 HH
Refuse			
Recycling			
Yard Waste			

**PROPOSAL FORM 2:
Collection and Transport of Bulky Wastes and White Goods, YEAR 1 (July 1, 2023 – June 30, 2024)**

A separate price must be provided for each material. Use “All Other” category to include any not listed, including specifically propane tanks and tires.

Item	\$	Written
Air Conditioner		
Bike		
Box Spring		
Carpet (cut and rolled to 4 foot by 12 foot strips)		
Cast Iron Bathtub, Sink, Wood Stove		
Chairs (Kitchen, Dining Room, up to 6 per stop)		
Coal Stove		
Coffee Table		
Couch		
Counter Top (4 sections cut into 4 foot lengths)		
Crib		
Dehumidifier		
Desk and Chair		
Dishwasher		
Door (Metal, Glass, Wood)		
Dresser		
Dryer		
Entertainment Center		
Exercise Bike		
Exercise Machine		
Fence (2 bundles, 4 foot by 4 foot, with one post)		
Fiberglass Tub		
Folding Table (wood)		
Formica Tabletop		
Freezer		
Furnace		
Garage Door Opener		
Garbage Disposal		
Gas Burner		
Gas Grill		
Gas Stove		
Headboard and Footboard		
Heat Reclaimer		
Heater		
Hedge Trimmer		
Hood Fan		

Item	\$	Written
Hot Tub		
Hot Water Tank		
Hutch with Mirror		
Ironing Board		
Lamps (up to 4 per stop)		
Large Plastic Items (Furniture, toys)		
Lawn Chairs (4 per stop)		
Lawn Mower (gas removed)		
Loveseat		
Mattress		
Metal Furniture (bed frame, chair, desk, shelves, toys, tools)		
Microwave		
Oven		
Pallets (4 per stop)		
Patio Umbrella		
Picnic Table Wood		
Ping Pong Table		
Radiator		
Recliner		
Refrigerator		
Rocking Chair		
Rug (cut and rolled to 4 foot by 12 foot strips)		
Shower Stall		
Sink		
Sofa		
Stackable Washing Machine/Dryer		
Stereo Cabinet		
Stove		
Stuffed Chair & Ottoman		
Swimming Pool Liner		
Swing Set (broken down into 2 bundles, 4 foot by 4 foot)		
Table		
Toilet		
Trash Compactor		
Treadmill		
Typewriter		
Vacuum Cleaner		
Vanity and Mirror		
Washing Machine		
Water Boiler		
Water Cooler		
Water Heater		

Item	\$	Written
Waterbed Frame (wood)		
Waterbed Mattress		
Wheel Barrow		
Window		
Wood (2 bundles, 4 foot by 4 foot)		
All Other		
<i>List Items Separately if Size or Type Matters</i>		

**PROPOSAL FORM 3:
Provision for Collection and Transport of Residential Refuse and Recyclables for Municipal Facilities
and Parks**

Complete the bid form by filling in prices for collection and container rental of the two sizes assuming weekly collection frequency. Note that the containers may **only be serviced between 7:00 a.m. and 5:00 p.m. weekdays**, or on an on-call basis.

Refuse Collection Services:

Refuse Container Rental and Collection Cost (\$)	
Capacity	Cost Per Collection
8 cubic yards	
10 cubic yards	

Recycling Collection Service:

Recycling Container Rental and Collection Cost (\$)	
Capacity	Cost Per Collection
8 Cubic Yards	
10 Cubic Yards	

PROPOSAL FORM 4:

Cart purchase amortized over five (5) years, including delivery.

Cart Manufacturer and Cart Specification _____

ITEM	Unit Cost (\$)	Number	Annual Cost Over 5 Years	Swap Out Cost Per Unit
Refuse Carts				
64 Gallon Cart		4,000		
90/95 Gallon Cart		400		
30/32 Gallon Cart		400		
Recycling Carts				
64 Gallon Cart		4,000		
90/95 Gallon Cart		400		
30/32 Gallon Cart		400		

It is understood the Town of Portsmouth reserves the right to award Proposal by item or all items to one Proposer, and further, reserves the right to reject any and all Proposals or parts thereof, to waive any informality in the Proposals received, and to accept the Proposal or parts thereof, which the Town deems to be most favorable to the best interest of the Town.

The undersigned Proposer herewith submits security in the form of a Bid Bond or Certified Check, in favor of the Town of Portsmouth in the amount not less than five percent (5%) of the total amount bid in dollars for the base contract (Proposal Form 1,), conditioned that the undersigned will, if this Proposal is accepted by the Town, enter into a Contract for the performance of the work hereby proposed and will furnish the necessary surety bond equivalent to 100 percent of the first year price of the Contract (premium of said bond which is included in the Proposal price and will be paid by the undersigned Proposer), within ten (10) days, excluding Saturdays, Sundays and holidays of written notification that his/her Proposal has been accepted, and in the event of the failure to do so, such bid security shall be forfeited to the Town of Portsmouth as liquidated damages for such failure.

The undersigned certifies that it has performed all investigation necessary to become familiar with the services to be furnished hereunder and further certifies that the undersigned has reviewed and is familiar with the specifications, the scope of the work, and the bid documents all with respect to the Request for Proposal.

Signature of person, firm, or corporation making bid:

SEAL
(If bid is by a corporation)

(Signature)

(Name- printed)

(Title)

Company Name of Proposer

Mailing Address (PO Box or Street)

Municipality, State and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

V. PROPOSAL DOCUMENTS TO BE RETURNED

Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic Proposals or modifications will be considered. The following documents must be completed and submitted on or before the Submittal Deadline for the Proposal to be considered complete:

1. Proposal Forms
2. Non-Collusion Affidavit
3. Proposer's Statement Regarding Insurance Coverage
4. Proposer Statement of Relevant Experience

Additional information to be provided:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Number of employees both locally and nationally.
4. Location(s) from which employees will be assigned.
5. Name, address, and telephone number of the Proposer's point of contact for a Contract resulting from this RFP.
6. Company background/history and why Proposer is qualified to provide the services described in this RFP.
7. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
8. Resumes of key staff to be responsible for performance of any contract resulting from this RFP.

Proposed prices must be submitted on the forms contained in this RFP. One (1) original and three (3) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original Proposal marked "MASTER," and the three (3) identical copies. Proposers shall also submit one electronic copy on either a CD or a flash drive.

NON-COLLUSION AFFIDAVIT
To Be Completed, Notarized, and Submitted With Bid

State of Rhode Island
County of Newport

“ _____, Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Date

(Signed at)

Proposer name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name Printed

Municipality, State, Zip Code

Representative's Title

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals No. P23-003, for the *Collection and Transport of Residential Refuse, Recyclables, Yard Waste and Bulky Wastes*. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance and agrees to name the Town of Portsmouth as Additional Insured for the work specified.

Insurance Required:

- Workman’s Compensation in compliance with statutory limits
- Comprehensive General Liability
- Commercial/Business Automobile Liability
- Professional Liability Insurance

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date Signed

PROPOSER STATEMENT OF RELEVANT EXPERIENCE

List three references for which your firm provided Residential Refuse and/or Recyclables collection services for a municipal or other governmental unit within the last five years.

I hereby certify that I have performed the work listed below.

Signature of Proposer

Customer	Description	Dates	Contract Amount	Customer Contact	Customer Telephone

VI. CONTRACT

A. GENERAL TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Town of Portsmouth.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE TOWN. Subject to the power and authority of the Town of Portsmouth as provided by law in this contract, the Town of Portsmouth shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Town of Portsmouth shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *With cause*, the Town of Portsmouth may cancel this contract at any time with thirty (30) days written notice to the Contractor. Cancellation for cause shall be at the discretion of the Town of Portsmouth and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Contractor may not cancel this contract, except for non-payment, without prior written consent of the Town of Portsmouth.

CHANGES IN WORK. The Town of Portsmouth may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the Town of Portsmouth may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Town of Portsmouth. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's Proposal.

CONTRACT INCORPORATION. This contract embodies the entire contract between the Town of Portsmouth and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Proposer's signed Proposal and Town of Portsmouth's written acceptances shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Rhode Island. The parties stipulate that this contract was entered into in the county of Newport, in the state

of Rhode Island. The parties further stipulate that the county of Newport, Rhode Island, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation

B. SPECIAL PROVISIONS FOR SERVICES

CONTRACTOR, DEFINITION. The term "Contractor" refers to the party entering into a single contract with the Town of Portsmouth as a result of this solicitation.

DAMAGE. The Contractor shall be held responsible for any breakage, loss of the Town of Portsmouth's equipment or supplies through negligence of the contractor or their employees while working on the Town of Portsmouth's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to the Town of Portsmouth any damages to the premises resulting from services performed under this Contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

Contractor shall instruct personnel that vehicles used as part of this contract are not to drive over Town curbing and onto sidewalks. The Contractor shall be responsible for repair of damage to Town sidewalks due to negligence of their personnel.

In the event the Contractor damages property of any of the residents of the Town or of property belonging to the Town while engaged in the collection under this contract, the Contractor will compensate the owner of said property or restore said damaged property to its original condition before the damage. If the Contractor fails to make such an adjustment, the cost of the same shall be deducted from the first payment due to the contractor after the date of such damage.

INSURANCE REQUIREMENT. Within ten (10) consecutive calendar days of award of Contract, Successful Proposer must furnish the Town of Portsmouth with the Certificates of Insurance proving coverage as specified in "**Proposer's Statement Regarding Insurance Coverage**" and naming the Town of Portsmouth, its officers, and agents as Additional Insured by endorsement.

RIGHTS RESERVED. (a) Rejection of Work. Contractor agrees that the Town of Portsmouth has the right to make all final determinations as to whether the work has been satisfactorily completed. This may be coordinated through a single Contract Administrator. (b) Completion of Work. If Contractor fails to comply

with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the Town of Portsmouth reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

C. CONTRACT TERMS

C.1. Contractor

The Town of Portsmouth through the Town Council (Council) enters into this Contract for Collection and Transport of Residential Refuse, Recyclables, Yard Waste, and Bulky Wastes with:

Contractor: _____
Representative: _____
Address: _____

C.2. Town Authority and Inspections

All particulars as to the manner, method, equipment used, collection, transportation and disposal of Residential Refuse and Residential Recyclables shall be subject to the supervision, regulation and control by the Town Council or a duly authorized agent. Failure to obey any reasonable order or regulation shall constitute a breach of the Contract by the Contractor.

The Contractor shall allow for unannounced inspections of the Residential Refuse or Residential Recyclables truck by the Town at the beginning of the route to determine that the truck is empty before collections begin in the Town.

C.3. Indemnification

The Contractor shall pay any claim, and assume the defense of any action or suit brought against the Town, its agents, employees, Councils and commissions, and thereby to indemnify and save harmless the Town, its agents, employees, Councils and commissions against and from all claims, causes of action, suits, claims and demands whatsoever, in law or in equity, losses, costs, damages, and liability of any kind arising from any act, omission or neglect of the Contractor, its agents, employees or subcontractors, in the performance of this Contract.

C.4. Performance Bond

The Contractor shall furnish for the term of the Contract a Performance Bond in a form approved by the Town, conditioned upon the Contractor fully performing all its obligations under this Contract. The Performance Bond shall be equal to one hundred (100) percent of the Contract sum for the particular year. The Performance Bond shall be delivered to the Town at the time of execution of the Contract. Renewal each year shall be executed 30 days prior to July 1 of that year. Failure to maintain a Performance Bond shall be cause to terminate this Contract.

C.5. Contract Term

The Contractor shall commence the collection work under this Contract on July 1, 2023 and conclude work on June 30, 2028, subject to renewal by the Town at its sole discretion for up to three additional years.

C.6. Not to Assign or Sublet

The Contractor shall commence the collection work on July 1, 2023 and shall give personal attention constantly to the faithful execution of the work. The Contractor shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Town Council.

C.7. Contract Changes

The Town, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work specified under this Contract. The Contractor shall, within 10 business days respond to the Town in writing concerning the impact of the proposed change on the Contractor, and if there is an increased responsibility, the proposed change in the Contract Price associated with the change. If the Town and the Contractor cannot reach agreement concerning the impact of the change on the Contract Price the Town may terminate this Contract after providing 30 days written notice.

C.8. Employees of Contractor

The Contractor shall employ personnel who are careful and competent, and the Town may demand the dismissal of any employee who is incompetent or negligent in the performance of his or her duty. Such offender shall be dismissed by the Contractor and shall not be employed again without written consent of the Town.

At no time shall any employee of the Contractor be considered a Town employee.

C.9. Liability and Other Insurance Coverage

The Contractor agrees to obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of the contract. The Contractor will provide satisfactory certificates of the required coverage to the Town's Administrator before beginning work. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy. Insurance policies shall remain in force during the life of the contract. If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the Town not less than five (5) days prior to expiration date. Proof of insurance shall be provided by means of a Certificate of Insurance. The Certificate shall identify the policies in effect on behalf of the Contractor, their policy period(s), and limits of liability. Each certificate shall reference the Town of Portsmouth's Curbside Refuse Pickup Program. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents.

Information required to be on the certificate of insurance may be typed on the reverse of the insurance certificates and countersigned by an authorized representative of the insurance company.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain at its own expense insurance policies approved by the State of Rhode Island (admitted insurer) with an AM Best,

Inc. rating of B++ or above, or by an equivalent qualified licensed insurer approved by the State of Rhode Island (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of the contract at the Town's option. In addition, the Town will be included as an additional insured except for Workers' Compensation. The Contractor's General, Automobile, and Excess Liability insurance policies are primary over any insurance available to the Town and as to any claims resulting from the contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

The Contractor agrees to carry the insurance listed below during the term of this Agreement. The Town shall be named as an additional insured on the liability policy. The Contractor will provide the Town certificates of insurance prior to contract execution and will provide proof of insurance renewals as necessary.

- ***Workmen's Compensation and Employment Liability:*** Insurance in compliance with statutory limits.
- ***Comprehensive General Liability Insurance:*** Including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$5,000,000 per occurrence and in the aggregate.
- The Contractor shall maintain ***Commercial/Business Automobile liability*** insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous materials, as defined by any local, state or federal authority, is either the subject of, or transported during, the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.
- ***Professional Services Liability:*** Insurance for errors and omissions or a minimum of \$1,000,000 per occurrence.

Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Town.

The Contractor agrees to indemnify, defend, and save harmless the Town of Portsmouth, its Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Contractor or of any Subcontractor employed by the Contractor (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Contractor for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence

of the Town, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the Town of Portsmouth, its Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth in the contract will in no way be construed as limiting the scope of indemnity in this paragraph.

C.10. Termination for Improper Performance

The Contractor agrees, that if at any time during the term of this Contract, the Town determines that the Contractor is negligently or incompetently performing the work in any part thereof, or is unable to the satisfaction of the Town, to perform the same, or is not complying with the direction of the Town, or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town may, at its election, terminate this Contract by giving thirty (30) days written notice thereof to the Contractor specifying the effective date of the termination. Upon the date specified, the Contract shall be terminated unless the Contractor, to the satisfaction of the Town, has corrected the reasons for the termination.

C.11. Inclusions to this Contract

The Request For Proposals (including the Scope of Work) and the Contractors Proposal are hereby made parts of this Contract. They shall be considered together and shall be executed by the Contractor as part of this Contract.

C.12. Contractor Knowledge

The Contractor shall keep itself fully informed of all Federal, State, and Town bylaws and regulations. If any discrepancy or inconsistency is discovered in the Contract for this work in relation to such law, bylaw, regulation, or order or decree, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with, all such laws, bylaws, regulations, decrees and orders.

C.13. Legal Address of the Contractor

The address given in the Proposal upon which this Contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be certified mailed, or delivered. The delivering at the above named place or the mailing through the US Postal service shall be deemed sufficient service to the Contractor.

D. OTHER PROVISIONS

D.1. Severability

If any provisions of this Contract are determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

D.2. Liquidated Damages

The following are liquidated damages, which the Contractor agrees are not penalties, but represent a fair measure of damages which shall be incurred by the Town in the event of any of the following specific defaults by the Contractor or its agents in the requirements of this Contract. Claim of and collection of such liquidated damages shall not affect the right of the Town to claim and collect damages in excess of said

liquidated damages if greater damages than those set forth below are actually incurred, or the right of the Town to claim and collect damages for non-performance by the Contractor generally or non-performance on the part of the Contractor relating to matters not set forth in this section.

The Contractor shall be verbally notified as soon as possible following each default resulting in damages. The Contractor shall be notified in writing monthly of all liquidated damages incurred during that month. The total dollar amount of liquidated damages shall be deducted by the Town when the following month's payment is made.

For failure to collect any and all Residential Refuse and Recyclables from an inhabited house provided the refuse or recyclables was placed at the curb in the required PAYT bags no later than 7:00 a.m. on the collection day, on the day the complaint is registered:

\$ 100.00 each occurrence

For each failure to pick up spilled material immediately during any work done under the scope of this contract:

\$ 100.00 per occurrence

Misconduct by employees including obscenities:

\$ 100.00 per occurrence

Following notice of complaint, reported to the Contractor before noon, failure to collect acceptable waste from a specific location by the end of the same collection day. Following notice of complaint, reported to the Contract after noon, failure to collect acceptable waste from a specific location on the following collection day before noon:

\$ 100.00 per occurrence

Failure to replace damaged barrels or other containers within seven (7) days for which the Town determines the Company to be at fault:

\$ 100.00 per occurrence

Excessive noise in violation of the Town noise ordinances:

\$ 100.00 per occurrence

For picking up any refuse not in the Town specified Pay-As-You-Throw bags:

\$ 200.00 per occurrence

Second violation and recurring violations of picking up refuse not in the Town specified Pay-As-You-Throw bags:

\$ 500.00 per occurrence

Failure to perform refuse collection on a scheduled collection day:

\$4,000 per occurrence

Failure to perform recycling collection on a scheduled collection day:

\$3,000 per occurrence

For each incident failure to pick up material that falls from the truck while on route:
\$ 100 per occurrence

For each mishandling of rolling carts or failure to return them as they are emptied as required:
\$ 50.00 each

For each violation of making collections outside of (either before or after) the specified hours of collection without the prior approval of the Town:
\$ 100.00 per occurrence

Failure to complete the scheduled route, unless due to circumstances beyond the control of the Contractor:
\$ 500.00 per day

For picking up bulky and white items without a PAYT Bulky Waste sticker:
\$ 100.00 per occurrence

For picking up items that are excluded from pickup and not using notification stickers:
\$ 50.00 per item

For collecting recyclables, yard waste, or any other ineligible items with general refuse:
\$ 250.00 per occurrence

For combining material from another community or any other source, including commercial waste collected within the Town, with the Town's Residential Refuse.
Termination or \$5,000.00, at discretion of Town Council

D.3. Termination

All terms and conditions of this Contract are considered material, and failure to perform any of said terms and conditions on the part of the Contractor shall be considered a breach of this Contract. If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled personnel, or to furnish sufficient and properly maintained vehicles, or is guilty of a substantial violation of any provision of the Contract, then the Town may without prejudice to any other right or remedy, and after giving the Contractor ten (10) business days written notice, terminate the Contract.

Furthermore, the Town may terminate this Contract with cause, upon thirty (30) days written notice to the Contractor, sent by certified mail, to the usual place of business of the Contractor if annual funds are not appropriated or the Contractor and the Town cannot reach agreement on the impact of a change order issued by the Town.

D.4. Force Majeure

Neither the Contractor nor the Town shall be liable for failure to perform if such is caused by catastrophe, riot, war, governmental order or regulation, or Act of God beyond the reasonable control of the Contractor or Town.

D.5. Emergency Plan

The Contractor shall submit thirty days prior to commencing work under this contract, an emergency plan to the Town Administrator and/or his/her designee. The plan shall detail those actions which the Contractor is prepared to take in regard to emergency situations such as fire, strike, natural disaster or hazardous/toxic spill which would require a deviation from normal operating procedures. The plan shall additionally include 24-hour emergency phone numbers for the key staff of the Contractor, both local and corporate/regional headquarters, name and phone numbers for members of an emergency response team, and an emergency price list for labor and equipment as applicable.

In the case of inclement weather, the Contractor shall work with the Town to come up with a reasonable plan. The Contractor shall have the final say on terminating collecting materials due to inclement weather but the Town also has the right to terminate collections. For example, in a snow storm, the Contractor may not be able to operate and will tell the Town so, but if the Town needs an extra day to plow snow without interference, the Town shall ask the Contractor not to operate. The Town will be responsible for notifying local media and the Contractor shall ensure that they can update residents accordingly through their customer service line.

Signature Page:

EXECUTION OF CONTRACT

IN WITNESS HEREOF, the said parties hereto have caused this instrument to be signed by their duly constituted officers, attested, and sealed pursuant to proper resolutions.

By: _____
Party of the First Part (Signature)

Witness

By: _____
Richard A Rainer Jr, Town Administrator

By: _____
Party of the Second Part (Signature)

Witness

By: _____
(Printed Name and Title)

VII. APPENDIX

**APPENDIX A -
Town of Portsmouth Street Map**