

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

REQUEST FOR PROPOSALS

PROPOSAL NUMBER – P17-007
SOLID WASTE AND RECYCLABLES OPERATIONS
SPECIFICATIONS AND INSTRUCTIONS



Issue Date: March 28, 2017

Response Date: April 28, 2017

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

**PROPOSAL NUMBER – P17-007
Solid Waste and Recyclables Operations**

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TOWN OF PORTSMOUTH, RI
NOTICE
I. REQUEST FOR PROPOSAL

Proposal Number – P17-007
Solid Waste and Recyclables Operations

Notice is hereby given that sealed proposals will be received at the Finance Office, until **2:00 pm**, April 28, 2017, local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to: the continued operation of its Transfer Station and for the transportation for final disposal of municipally acceptable household refuse and recyclables from July 1, 2017 through December 31, 2017. Thereafter, proposer shall provide for final disposal of municipally acceptable household refuse and recyclables utilizing a plan acceptable to the Town and provided by the proposer for the three-year period January 1, 2018 through December 31, 2020.

THERE IS A MANDATORY PRE-BID CONFERENCE AT 1:00 p.m. EST, April 7, 2017 AT THE TOWN COUNCIL CHAMBERS, TOWN HALL, 2200 EAST MAIN ROAD, PORTSMOUTH, RI. Parties that do not attend the pre-bid conference will be denied the opportunity to submit a bid for this contract. The Town shall provide written responses to questions or requests for interpretation made at the pre-bid conference in the form of an addendum to the bid documents. It is suggested all prospective bidders visit the Transfer Station, located at the corner of Hedly Street and West Main Road, to familiarize themselves with the operation and equipment needs of the contract. There will not be a formal site visit.

Questions regarding the Statement of Work should be directed to the Town Finance Director at 401-643-0308 by April 14, 2017.

Proposals shall be delivered and addressed to the Town Finance Director, 2200 East Main Rd, Portsmouth, RI 02871 and shall be labeled “Solid Waste and Recyclables Operations P17-007”, by 2:00 p.m., April 28, 2017. The proposals will be opened and read aloud at that time in the Town Council Chambers, Town Hall. Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the Finance Office by the proper time. The Town Finance Director will be the final judge on if a proposal was delivered on 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.

The Town reserves the right to reject any and all bids or to accept any bids deemed to be for the best interest of the Town.

John Menke
Finance Director

II. PURPOSE OF REQUEST

Proposal Number – P17-007 Solid Waste and Recyclables Operations

From July 1, 2017 until December 31, 2017, Contractor must furnish sufficient labor and equipment to operate and maintain the Transfer Station and to haul any and all solid waste and recyclables to their final disposal site. The Station is a Town-owned facility at which Portsmouth residents drop off their solid waste and recyclables. Commercial solid waste and solid waste transported by private trash haulers is not accepted at the Transfer Station. Operation of the Transfer Station will be in accordance with the Facility Operation Plan (Attachment A). Disposal sites are Central Landfill (solid waste) and the Materials Recovery Facility (MRF) (recyclables), in Johnston, RI. Both sites are operated by the RI Resource Recovery Corporation. Tipping fees will be paid separately by the Town and are not part of this Invitation for Bid (IFB).

The use of the Transfer Station as currently operated may or may not be the most cost effective method for waste disposal for Portsmouth. Therefore, the Town of Portsmouth is receptive to innovative ways to address the disposal needs of the Town's residential solid waste and recyclables and will be open to designs for other means of solid waste and recyclables disposal after December 31, 2017, and for the three-year period January 1, 2018 through December 31, 2020.

III. INSTRUCTIONS TO PROPOSER

Proposal Number – P17-007 Solid Waste and Recyclables Operations

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety (90) 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.

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.

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

COMMENCEMENT OF CONTRACT. The successful bidder shall commence work under this contract on July 1, 2017.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

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.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline shall render a proposal non-responsive.

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 Request For Proposals 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 amount 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 preprinted forms supplied by the Finance Office.
- b. Copies. One (1) original and four (4) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER", and the four (4) identical copies.
- 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 he will meet the requirements of this RFP, and may provide additional related information with his 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, you must 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. Any Proposer who wishes to make modifications to a proposal already received by the Town of Portsmouth must withdraw his 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. List of equipment that will be used on site for this RFP.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, 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 five (5) references from similar projects performed for any local government clients within the last five years. Information provided shall include:

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

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 an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. 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 and cite the legal authority for the exemption, 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 five (5) years. The Proposer's experience shall be set forth and submitted on the form provided herewith. 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 perform the work successfully and properly. 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 lowest 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. Questions and comments regarding this solicitation must be submitted in writing, either by mail or facsimile to Finance Director, Town of Portsmouth, 2200 East Main Road, Portsmouth, RI 02871, or faxed to (401) 683-1916 no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the Town of Portsmouth

will be sent in writing to all known proposal holders.

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.

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 **2:00 p.m., April 28, 2017.** Proposals must arrive in the Finance Office, Town of Portsmouth, 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 the 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 upon 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.

IV. SCOPE OF WORK – TRANSFER STATION

Proposal Number – P17-007 Solid Waste and Recyclables Operations

I. REQUIRED SERVICES FOR SOLID WASTE AND RECYCLABLES OPERATIONS

The Town of Portsmouth is the owner of a trash compaction and transfer station on Hedly Street in Portsmouth to which Portsmouth residents currently drop off trash and recyclables. Operation of the Transfer Station involves receiving such trash and transporting it to an approved facility consistent with the Town's Facility Operation Plan. Said Transfer Station will remain operational from start date of July 1, 2017 through December 31, 2017, with a continuation of a contract with successful bidder from January 1, 2018 through December 31, 2020.

Responsibilities of Contractor:

1. Remove collected refuse from the Transfer Station in vehicles supplied by Contractor. Said vehicles shall be of type, quality and quantity to perform the work specified, in a good and workmanlike manner to ensure the efficient operation of the Transfer Station. Transportation and disposal shall be in accordance with all applicable municipal, State, and Federal regulations and laws.
2. Accept bulky, solid waste items (see current fee schedule), receive a payment, provide a receipt, and provide receipts and documentation to the Finance Department who normally will pick up these receipts and payments each week.
3. Staff the Transfer Station during its normal hours of operation at a level and in a manner sufficient to ensure the efficient operation of the Station. The normal hours of operation shall be from 7:30 a.m. to 4:00 p.m. Mondays, Fridays, and Saturdays and 7:30 a.m. to 7:00 p.m. Tuesdays and Thursdays. Staffing shall include at least one full time employee at the Station who will supervise the Station operation and the use of the Station by the public. This supervision will include the enforcement of the rules and regulations governing Station use promulgated by the Town. Special care will be taken to avoid traffic back ups. Both pits will be open at all times. Scrap metal from residential sources is collected at the Transfer Station and sold. The Contractor will supply a metals recycling container at the Transfer Station and will coordinate the sales of scrap metal. The Town will be compensated for the scrap metal sales. Contractor must specify in its bid whether the cost of this activity is included in its bid and whether the Town will be paid all or a portion of the proceeds from the sale of the scrap metal. The facility has an igloo for waste oil.

Alternate A: The cost of the Contractor providing an additional employee who would be present during all hours of operation and would monitor Station access (limited to those with valid Transfer Station stickers) may be provided as an option.

4. Contractor shall operate the Transfer Station in accordance with the Facility Operations Plan as the same may, from time to time, be amended. Contractor shall be responsible for the preparation and filing of any and all reports, including revised Facility Operations Plan as

needed, required by regulatory bodies during the period of the contract.

5. Contractor shall maintain the facility consistent with good practice and the Facility Operations Plan, and shall perform minor repairs, replacements, and general upkeep, snow plowing and grass cutting. The Contractor is responsible for cutting the grass and trimming the shrubs at the Transfer Station as part of the normal upkeep.
6. Non-ordinary repairs, defined as a repair on a single item or component of the Station in excess of one thousand five hundred dollars (\$1,500.00), shall be the responsibility of the Town.
7. On a quarterly basis, Contractor shall provide the Town with a detailed written maintenance report, which shall advise the Town of all work done by the Contractor on the facility and critically assess the Station's needs for major repairs. The Transfer Station and all equipment and vehicles used by the Contractor, shall be kept and maintained in a sanitary, neat, and well repaired condition.
8. The Town will maintain a separate, facility preventive maintenance contract with a qualified vendor.
9. Contractor and the Town shall, from time to time, promulgate such rules as shall prove necessary to maintain the efficient operation of the Station. Public Works vehicles will be allowed to move to the head of the line so as to minimize Town operating expenses.
10. The Contractor shall allow the solid waste from the Prudence Island transfer station to be transferred to compacted containers at the Hedly Street transfer station operation. The Contractor will then be responsible for including the Prudence Island solid waste in the Town's solid waste tonnage being transported to the central landfill.
11. The Town operates a drop-off recycling program in accordance with the rules and regulations for such programs promulgated by the Rhode Island Resource Recovery Corporation (RIRRC) with collected recyclables transported to the RIRRC facility in Johnston. The Town is obligated to comply with all terms and conditions of Recyclables Transfer Policy promulgated by RIRRC. The Town has two compaction pits. One pit shall be open at all times for the disposal of ordinary residential household waste. The second pit shall be open at all times for the disposal of single stream recycling as defined by RIRRC.
12. Contractor shall provide the same service as described in the paragraph above, but shall also provide containers as necessary for recyclable material, such as yard waste and C & D, which shall be transported after compaction.

II. ALTERNATE PROPOSAL SERVICES FOR SOLID WASTE AND RECYCLABLES OPERATIONS

The Town is seeking proposals that reflect an efficient and cost effective way to handle our solid waste and recyclable material that would minimize or reduce waste and increase recycling. Any innovative proposal that would help reduce costs and provide efficient trash and recycling collection service will be

considered for the Town for the three-year period beginning January 1, 2018. The Contractor must supply in their RFP bid a written proposal as to their plan to perform any deviation from the current operations that will be more cost effective for the Town.

V. GENERAL CONDITIONS

Proposal Number – P17-007 Solid Waste and Recyclables Operations

- a. Work shall be conducted by the Contractor under the supervision of the Town Administrator or his designee and shall be carried out in accordance with the ordinances and regulations of the Town which govern rubbish and garbage collections, as the same may from time to time be amended; provided, however, that such regulations shall not be amended so as to substantially change the obligations imposed upon the Contractor without adjustment to the compensation payable to the Contractor as provided.
- b. All refuse shall be transported in modern, properly maintained vehicles and transported directly to the Central Landfill. Sifting will not be allowed.
- c. Refuse from industrial or commercial establishments and debris from large remodeling or the demolition of buildings will not be accepted at the Transfer Station.
- d. The Contractor shall comply with all Federal, State and local ordinances, laws, rules and regulations pertaining to transportation, disposal and disposal site locations and operational procedures. This shall also include recyclable materials.
- e. The Town will pay the contracted yearly amount in twelve (12) monthly installments. The first monthly installment shall be made by the 31st day of August 2017 or a reasonable time thereafter and each succeeding monthly payment shall be made by the 20th of each month or within a reasonable time thereafter; so long as said Contractor faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.
- f. The contract price for the base contract shall be adjusted on January 1st in each year of the agreement beginning January 1, 2018. Contract price adjustments for renewal years shall be adjusted on January 1st of the option year. Each year beginning July 1, 2018, the then current fees will be adjusted based upon the percentage change in the Consumer Price index (CPI-U), U.S. Cities Average, as published by the Department of Labor, Bureau of Statistics, for the December immediately preceding the adjustment date. Said contract shall thereafter be increased or decreased yearly. The aforementioned evaluation of said cost of living index, to determine said increase or decrease, shall be determined by the Finance Director of the Town of Portsmouth, 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, or municipal government.
- g. The Town shall have the option to renew the contract for an additional twelve (12) month period for a maximum of three (3) additional years. The Town shall notify the Contractor in writing not less than sixty (60) days prior to the end of the contract term of the Town's intent to exercise its renewal option.
- h. In the event the Contractor fails to remove refuse or recyclables in accordance with the

contract, the Town may cause the same to be removed, and the cost of such removal shall be paid by the Contractor. However, no such removal of refuse or recyclables by the Town shall be considered as a waiver of or a condition precedent, to the right of the Town to declare the contract terminated and at an end.

- i. If, at any time, the Contractor refuses or neglects to remove said refuse or recyclables in accordance with the terms of the contract, then the Town may declare said contract terminated and at an end, and the bond given hereunder for the faithful performance of said contract shall be forfeited, provided, however, that the Contractor shall not be held responsible if non-compliance is due solely to strike, fire, or an Act of God.
- j. Contractor shall not sublet or assign the contract, in whole or in part, without the prior formal approval of the Town.
- k. The Town shall have the right to inspect and weigh all trucks being used to fulfill the provisions of the contract, it being fully understood by both parties that the Town does have the right to monitor the volume of refuse.
- l. Contractor must be fully cognizant of all regulations, as amended, of the State of Rhode Island with regard to recyclable materials and their proper disposal
- m. The collection and disposal of rubbish and garbage or any waste material from commercial or industrial establishments is not a requirement of this contract. In the event the Contractor engages in such activity, it shall be as a separate and private transaction, and in no way shall it be permitted to impair or conflict with the service covered by this contract.
- n. By submitting a bid, proposer agrees and assures that he has examined the site and the specifications and those specifications are adequate.
- o. Contractor shall designate a contact person, or persons, who shall be available to the Town at all times to answer queries, provide explanations, offer advice, and resolve problems. Such contact person, or persons, shall be required to respond to the Town within three (3) hours of a Town communication.
- p. The Town shall have the right to discontinue the use of a transfer station at any time. The Town shall provide a thirty (30) day written notice to the Contractor if it intends to discontinue the use of the transfer station.
- q. The use of a transfer station shall also be subject to approval by the RIRRC.
- r. The Contractor shall comply with all Federal, State, and Local ordinances, rules, regulations and laws pertaining to transportation, recyclable materials, hazardous waste, disposal and disposal site(s) location and operational procedures.
- s. In the event of war any contract entered by and between the Town and the selected bidder, may be renegotiated by the Contractor awarded the contract in the event the United States

of America is involved in a war, which affects the price and/or allocation of fuel. In the event the Town and the Contractor cannot reach an amicable agreement as to said negotiations, the Town and the Contractor agree that they will submit the matter to arbitration through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

- t. The Contractor shall notify the Town Administrator within sixty (60) minutes of any accident involving injury or damage to private or public property.

EQUIPMENT REQUIREMENTS:

- a. The Contractor shall provide and maintain during the entire period of this contract a fleet of solid waste and recycling collection vehicles sufficient in number and capacity to perform the work and render the services required by this contract. The vehicles must contain solid waste, yard waste, bulky waste and recyclables so that no material is spilled, leaked or blown from the vehicle during its transit to the appropriate disposal site as specified by the Town of Portsmouth. The fleet must be sufficient to handle the special requirements of adverse weather and holiday overloads.
- b. The Contractor is responsible for providing 20 and 30 yard open containers as required for the collection of materials that are diverted from the fixed trash and mixed recycling located within the main Transfer Station building. These diversion materials currently include: metal; propane tanks; construction and demolition debris (C & D); asphalt; brick and concrete (ABC); tires; “white” goods; mattresses and box springs; and yard waste.

Contractor shall be responsible for determining an alternate location to deliver said diversion materials other than RIRRC in order for the Town of Portsmouth to stay under its solid waste cap allotment, which was 5,331 tons in fiscal year 2017. The yard waste cap allotment was 434 tons in fiscal year 2017.

Three “push” trailers may be required for the collection of yard waste, mixed recycling and MSW. The Town currently owns two, 20-yard open containers as well as five covered 20-yard containers.

Additional materials collected on-site include waste oil (Igloo on site), as well as books, clothing and used cooking oil that are independently hauled.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Rhode Island as will protect himself, his sub-contractors, and the Town from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the certificate of insurance or the certified copy of the insurance policy with the Town. All certificates of insurance shall be delivered to the Town and contain true transcripts from the policy(ies), authenticated by the proper officer of the insurer evidencing the insured, the extent of insurance, the location and operations to which the insurance applies, the

expiration date and including the Town as an additional insured. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Town of intention to cancel. The amounts of such insurance shall not be less than the following:

1. Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.
2. Commercial General Liability:
 - a. Each Occurrence: \$5,000,000
 - b. Damage to Rented Premises (Each Occurrence): \$5,000,000
 - b. Personal & Adv Injury: \$5,000,000
 - d. General Aggregate \$6,000,000
 - e. Products – Comp/Op Aggregate \$6,000,000
3. Automobile and Truck Liability:
 - a. Combined Single Limit (Each Accident): \$1,000,000
 - b. Excess Auto Liability (Each Accident, Combined Single Limit): \$9,000,000
4. Umbrella Liability:
 - a. Each Occurrence \$15,000,000
 - b. Aggregate \$15,000,000

If any part of the contract is sublet, similar insurance shall be provided by, or on behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all subcontractor operations and certificates of insurance acceptable to the Town covering every contractor shall be filed with the Town prior to commencement of subcontractor operations.

EMPLOYEES:

- a. All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training. The Contractor shall maintain training records as required by state and federal laws.
- b. Employees must wear a shirt at all times while working within the Town. The use of brightly colored safety vests or jackets is required.
- c. The driver of any vehicle owned by the Contractor shall travel all roads and streets in accordance with all traffic regulations.
- d. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no times shall they solicit or request gratuities of any kind. The Contractor shall remove any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or

discourteous from service under this Agreement. The Contractor shall not again employ that employee within the Municipality without the consent of the Town Administrator or designee.

VI. CONTENT OF PROPOSAL

Proposal Number – P17-007 Solid Waste and Recyclables Operations

MINIMUM ITEMS TO BE SUBMITTED AS PART OF THE PROPOSAL:

1. Proposal reflecting all of the items indicated in the above RFP.
2. Fee Proposal.
3. Statement of Qualifications:
 - a. A minimum of five (5) examples of waste and recycling services provided for municipalities of similar size and scope, complete with reference contact information. Provide municipality names, contact names, addresses and telephone numbers for references.
 - b. Clearly demonstrate knowledge of waste and recycling regulations in the State of Rhode Island.
4. A list of all personnel proposed to be assigned to the project and related resumes that clearly demonstrate their qualifications and experience in projects of similar scope.
5. A listing and proof of adequate insurance policies carried by the Contractor or proof that insurance can be acquired for this proposal. List types and amounts of coverage for liability, errors and omissions, etc.
6. Any innovative proposal that would help reduce costs and provide efficient trash and recycling collection service will be considered for the Town for the three-year period beginning January 1, 2018. The Contractor must supply in their RFP bid a written proposal as to their plan to perform any deviation from the current operations that will be more cost effective for the Town.

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, 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
2. Non-Collusion Affidavit
3. Proposer's Statement Regarding Insurance Coverage
4. Proposer's 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 for key staff to be responsible for performance of any contract resulting from this RFP.

Proposals must be submitted on preprinted forms supplied by the Finance Office. One (1) original proposal marked "MASTER" and three (3) copies must be submitted on or before the submittal deadline.

VII. NON-COLLUSION AFFIDAVIT

**Proposal Number – P17-007
Solid Waste and Recyclables Operations**

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

City, State, Zip

Representative's Title

VIII. PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

**Proposal Number – P17-007
Solid Waste and Recyclables Operations**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. P17-007, Solid Waste and Recyclables Operations. 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 an Additional Insured for the work specified.

Insurance Required:

- Workman’s Compensation in compliance with statutory limits
- Professional Liability Insurance

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

IX. PROPOSER STATEMENT OF RELEVANT EXPERIENCE

**Proposal Number – P17-007
Solid Waste and Recyclables Operations**

List five references for which your firm provided solid waste and recyclables 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

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE

BID FORM #1 - TRANSFER STATION OPERATIONS 6/1/17-12/31/17 (must be submitted)

1. Transfer Station Operation (3 days per week 7:30 am – 4 pm; 2 days per week 7:30 am - 7:00 pm)

\$ _____ per year _____

(Amount in writing)

Will the Town be paid a portion of the sales of scrap metal? Circle yes/no. If yes, specify _____ % of sale proceeds to be paid to the Town.

1.a. Alternate A. Second employee to monitor Station access.

\$ _____ per year, \$ _____ per year.

(Amount in writing)

2. Transportation of Solid Waste (approximately 2,100 tons)

\$ _____ per ton _____

(Amount in writing)

3. Transportation of Recyclables (approximately 750 tons)

\$ _____ per ton _____

(Amount in writing)

4. Transportation of C & D (approximately 160 tons)

\$ _____ per ton _____

(Amount in writing)

5. Transportation of Yard Waste (approximately 300 tons)

\$ _____ per ton _____

(Amount in writing)

6. Transportation of ABC (approximately 25 tons)

\$ _____ per ton _____

(Amount in writing)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

BID FORM #2 - TRANSFER STATION OPERATIONS 1/1/18-12/31/18 (must be submitted)

1. Transfer Station Operation (3 days per week 7:30 am – 4 pm; 2 days per week 7:30 am - 7:00 pm)

\$ _____ per year _____

(Amount in writing)

Will the Town be paid a portion of the sales of scrap metal? Circle yes/no. If yes, specify _____ % of sale proceeds to be paid to the Town.

1.a. Alternate A. Second employee to monitor Station access.

\$ _____ per year, \$ _____ per year.

(Amount in writing)

2. Transportation of Solid Waste (approximately 4,200 tons)

\$ _____ per ton _____

(Amount in writing)

3. Transportation of Recyclables (approximately 1,500 tons)

\$ _____ per ton _____

(Amount in writing)

4. Transportation of C & D (approximately 320 tons)

\$ _____ per ton _____

(Amount in writing)

5. Transportation of Yard Waste (approximately 600 tons)

\$ _____ per ton _____

(Amount in writing)

6. Transportation of ABC (approximately 50 tons)

\$ _____ per ton _____

(Amount in writing)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Bid Bond Document

The undersigned proposer herewith submits bid 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 (5) percent of the total amount of bid in dollars for the Base Scenario contract for six months, conditioned that the undersigned will, if this bid is accepted by the Town, enter into a contract with the Town of Portsmouth for the performance of the work hereby proposed and will furnish the necessary surety bond (premium of said bond which is included in the bid price and will be paid by the undersigned proposer), within ten (10) days, excluding Saturdays, Sundays and holidays recognized by the Town of Portsmouth, of written notification that his/her bid 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 Invitation for Bid.

Signature of person, firm, or corporation making bid:

SEAL
(if bid is by a corporation)

(Signature)

(Name- printed)

(Title)

(Name of Firm or Corporation)

(Address)

(Date)

(Phone)

Facility Operation Plan
For the
Portsmouth Transfer Station
Portsmouth, Rhode Island

Operated By

J.R. Vinagro Corporation
2208 Plainfield Pike
Johnston, RI 02919

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1.0 Introduction

The following Operating Plan for Patriot Hauling Co., Inc. for the Portsmouth Transfer Station complies with the General Operating Standards and Transfer Station Standards listed in the Rhode Island Solid Waste Regulations. All operating plan subsections follow the required sections for an operating plan under Rule 3.1.05 of the Rhode Island Solid Waste Regulations.

1.1 Operating Hours

The Transfer Station's normal hours of operation are Monday, Friday and Saturday between the hours of 7:30AM and 4:00PM and Tuesday and Thursday between 7:30AM and 7:00PM. The facility will be closed on all Wednesday and Sundays as well as the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Only JR Vinagro (JRV) Corporation vehicles may access the Transfer Station at any time in order to properly maintain the facility in accordance with the Rhode Island Solid Waste Regulations.

1.2 Operation and Design Capacities

There will only be residential waste and recyclable materials collected for consolidation and transfer activities during the daily operations of the Transfer Station. All residential waste and recyclables will be delivered by residents; no commercial vehicles are to utilize this facility unless they are specifically allowed by the town. No hazardous wastes or liquid wastes are to be processed through the Transfer Station.

The processing of Portsmouth's residential solid wastes through the Transfer Station is conducted by receiving the waste from resident vehicles into one of two steel holding pits and then pushed into the compaction pit. Delivery of the waste by the residents must be containerized in either bags or containers. The waste is then compacted into a transport trailer for the haul to the disposal facility. The Transfer Station utilizes two Dumpster transfer packers for waste and recyclable consolidation

The collection of the recyclable materials utilizes the second of the steel pits and the comingled materials are compacted into a transport trailer. The comingled materials consist of tin, aluminum, glass and newsprint/cardboard. White goods (refrigerators, stoves, etc.) and other metal items are stored in a 40cy or 50cy open-top container. Used rubber tires are stored in an open-top container (4cy to 50cy). Residents' used oil and oil filters are collected in a 40-gallon tank and are transported by the State, under the Ocean State Clean-up and Recycling (OSCAR) program.

Electronic waste is no longer being collected at the Portsmouth Transfer Station. The collection of electronic waste may be reinitiated in the future.

JRV has trained the on-site personnel in accordance with 40 CMR 273.16 and 40 CMR 213.17, to recognize materials and releases of such which may potentially be hazardous. Spill containment kit stations have been established at the transfer facility and will be maintained throughout the contract period. If a release should occur the attendant shall contain materials which he/she is trained to address, after which they will contact JRV's Operations Manager, to fully assess the incident and take appropriate action.

No children or pets will be allowed out of the vehicles at the compactor station, no sweeping or vacuuming of vehicles will be allowed at the station and no washing out of garbage containers will be allowed at the Transfer Station.

During the Transfer Station operations, the plant operator visually inspects the loads as they are unloaded to assure that no hazardous wastes, liquid wastes, or other unauthorized wastes are being received. Once the transfer trailer is full, it is hauled for disposal by JRV personnel or a subcontractor.

Material quantities received and processed by the Portsmouth Transfer Station currently average approximately 400 tons per month for MSW, and approximately 100 tons per month for recyclables.

The maximum capacity for transferring MSW through each compactor unit is approximately 150 tons per day based upon 8 hours of operation. Therefore, the total maximum operating capacity with both compactor units transferring MSW is estimated to be 300 tons per day. However, based on the history of receipt of solid waste from Portsmouth residents, the facility will accept a maximum of 50 tons per day. It should be noted that there are several high traffic days during the calendar year at the facility which may approach or even slightly exceed the 50 tons per day limit. These high traffic days are limited to operating periods before and/or after major holidays.

Based on the current container storage for all recyclables, the facility is capable of receiving and transferring a total recyclable quantity of approximately 20 tons per day.

1.3 Types of Materials to be Accepted:

The Transfer Station will accept only Portsmouth's residential solid waste. Under the current contract with the Town of Portsmouth, JRV will not accept any wastes generated by commercial and industrial sources unless specifically allowed by the Town.

The Transfer Station also accepts the following:

- Construction and demolition debris delivered by resident's vehicles.
- All white goods (refrigerators, stoves, dryers, etc.) and other scrap metal (no longer than 3ft.) from residents only are placed in a separate container for transfer to either Mid City

Scrap facility located at 548 State Road in Westport, MA or Schnitzer Steel Industries Inc., Johnston, RI facility located at 89 Celia Street, Johnston, RI.

- Used rubber tires from residents only are to be stored separately for transportation to central landfill for recycling.
- Residents used oil and oil filters are accepted as part of the State managed OSCAR program. The oil and filters are hauled and transported by a contractor for the state.
- The collection of resident's commingled recycling (tin, glass, aluminum) and newsprint are accepted from residents only at the Transfer Station for transportation to the Materials Recovery Facility (MRF) at the Central Landfill in Johnston, RI.
- Leaf and yard waste is collected and delivered to either the Central Landfill or Rhode Island Nursery's Portsmouth Facility.
- Clean concrete and clean brick is collected and delivered to JRV's Plainfield Pike facility located in Johnston, RI to be recycled.

The Transfer Station **WILL NOT** accept the following:

- Soil
- Tree Stumps which exceed the 3 ft. maximum.
- Incineration barrels, ash barrels or any kind of incineration residual material.
- Hazardous materials other than those referenced above.
- Any Electronic Waste (televisions, dvd players, computers, etc.). If they are brought in they will not be allowed to dispose of them and resident will be responsible for taking back out of facility.

1.4 Personnel Duties

There are two full time station operators and transfer trailer drivers that operate the Transfer Station. A full time security guard provided by the Town of Portsmouth is stationed at the facility gate during operating hours; all employees are trained by competent personnel prior to starting work. Their titles and duties are as follows:

Plant Operator

- A. Responsible for directing the flow of traffic through the facility.
- B. Keep the facility in a clean and orderly condition.
- C. Check all vehicles using the station for proper identification.
- D. Periodically check all controls for wear and tear.
- E. Open and close the Transfer Station gate at the proper time for the operating hours of that day.
- F. Perform all routine facility maintenance.
- G. Make sure all employees adhere to all safety requirements at all times.
- H. Engages and disengages the transfer trailers from compaction unit and transfer tractor.

Truck Driver

- A. Drive full transfer trailers to the specified disposal or recycling site.

- B. Fill out daily vehicle condition reports (VCR).

Security Guard

- A. Check for residents' stickers.
- B. Direct traffic.

1.5 Dust Control Program

The Transfer Station tipping floor is swept and washed down and the paved area outside is swept, as needed, so that potential for airborne dust is controlled. Additional dust control is maintained by restricting unnecessary vehicle traffic. A fifty-foot-long fire hose (1.5 in diameter) and a fifty-foot-long garden hose (.75-inch diameter) are used at both the tipping floor elevation and the compactor room elevation to control any dust.

1.6 Odor Control

All wastes are delivered by residential vehicles in bags or barrels and all waste transfer operations are performed within the Transfer Station building. The waste and single stream recyclables are placed into one of the two closed top compaction trailers (85-100 cubic yards). Waste and recyclables are stored in the transfer trailers until such a time they are deemed full and ready for transportation to the disposal facility. No waste or recyclables are stored inside the station pit overnight. All recycling containers, when required, are covered overnight and hauled to appropriate facilities when full. Trucks and equipment are cleaned weekly and as previously discussed; the tipping floor is swept and washed down. All waste water from the tipping floor is collected, processed through an oil water separator and discharged to the public sewer water system. When necessary, the plant operator will utilize a deodorizer to help reduce any potential for odors.

1.7 Litter Control

As the Transfer Station is enclosed within a building, there is minimal litter outside the building. The entire Transfer Station facility is enclosed within a fence so that any litter occurrence would stay on site and be picked up during daily inspection. Daily inspections of the Transfer Station area by the plant operator will ensure that any litter that has accumulated during the day is disposed of properly.

1.8 Substitute Disposal and/or Transfer Arrangements

The Portsmouth Transfer Station utilizes and maintains two (2) TSP-1 dumpster compactors. As the current Portsmouth residential volume of refuse handled at the Transfer Station is well below the capacity of one TSP-11, the two compactors act as back up for each other. However, JRV

maintains a fleet of over 150 trucks which provides an emergency trucking resource **IF** the compactors breakdown.

1.9 Communication Equipment Available

The Transfer Station maintains a telephone service with the JRV administration officer for communication and emergencies.

1.10 Population Service Area

The Portsmouth Transfer Station is owned by the Town of Portsmouth and operated by JRV to service the town of Portsmouth, Rhode Island. The Town of Portsmouth has a population of 17,149 (as of the 2000 census).

1.11 Provisions for Limited Access

The Transfer Station is surrounded by a six (6ft) foot high chain link fence to limit entry on to the site. Access to the Transfer Station is provided by a six-foot-high, double swing chain link gate, located on the west side of the site which is locked when the facility is not open. “No Trespassing” signs are also posted on facility.

1.12 Weighing Facilities

The Transfer Station does not utilize weighing facilities on site. The transfer trailers will be weighed at the Johnston Central Landfill site. Commingled recyclables, tires and newsprint are weighed at Rhode Island Central Landfill while the white goods and scrap metal are weighed at the previously identified scrap facilities.

1.13 Aesthetic Considerations

The Transfer Station is kept clean, properly maintained, and has a grass lawn, shrubs and trees established on site to blend in with surrounding conditions.

1.14 Identification of Provisions of Methods of Solid Waste and Leachate Containment.

The collection of the residential solid waste is conducted entirely inside the building to maintain containment of the solid waste and minimize any contact with precipitation.

Recyclable materials (i.e. commingled and newsprint) are stored in closed top containers to minimize contact with precipitation.

1.15 Receiving Facilities

The Portsmouth Transfer Station transfers:

- A. Municipal solid waste to the Rhode Island Central Landfill owned by the state of Rhode Island and located in Johnston, Rhode Island.
- B. All metal and white goods to either Mid-City Scrap in Westport, Ma or Schnitzer Steel Industries Inc., in Johnston, RI.
- C. Residential commingled recyclables and newsprint are transported to the Rhode Island Central Landfill- Material Recovery Facility (MRF) in Johnston, RI for recycling. Rubber tires are collected by Bob's Tire Company of Mattapoisett, MA. Residential used oil and oil filters are collected and transported by Western Oil.
- D. Leaf and yard waste delivered to either Central Landfill or RI Nurseries.
- E. Clean concrete and clean brick is delivered to JRV's Plainfield Pike Facility located in Johnston, Rhode Island.
- F. All construction debris will be taken to JRV Recycling Facility located on Shun Pike, Johnston, RI.

**If residents mix any C&D material with garbage and/or yard waste it must be handled as garbage and sent to the Rhode Island Central Landfill.

1.16 Vector Control Program

All solid wastes, when required, which are stored at the facility are maintained in covered containers. The Transfer Station is inspected monthly by Flynn's Pest Control, 32 Anawan Street, Rehobeth, MA for the control of rodents.

1.17 Fire Control and Prevention Provisions

There is a 50 ft. long, 1.5-inch diameter fire hose on the tipping floor level and a second 50-foot-long, 1.5-inch diameter hose located on the compactor floor level. There are four (4) fire extinguishers located in the plant in accordance with the Portsmouth Fire Code. The fire extinguishers are inspected twice a year by Fire Extinguisher Company (F.E.S. Co.) and the local fire department conducts annual inspection of the facility. All personnel are properly trained in fire safety with emergency procedures posted as required.

1.18 On Site Traffic Patterns

All traffic accesses the facility through the entrance on the west side of the property off of Hedly Street. As the residents enter the site they bear to the left and proceed to the Transfer Station building for disposing of their waste and comingled recyclables. Any other recyclable materials (metal, C&D, A-B-C, books, clothing, etc.) are located to the right as residents enter. After depositing their wastes all vehicles would then exit the site as they entered it, back on to Hedly Street. (See Figure 1).

1.19 Special Waste Handling Procedures as Listed in Rule 15.06

The Transfer Station accepts waste oil and used oil filters as part of the Rhode Island OSCAR Oil Recycling Program. Waste oil and filters are received from the public for recycling and deposited into a 480-gallon tank provided by the state. The waste oil and filters are removed by a contractor hired by the State of Rhode Island, Department of Environmental Management.

Certain types of demolition and construction debris are also accepted (Ref. Section 1.3):
Asbestos, oil spill clean-up, and hazardous wastes are not accepted at the Transfer Station.

1.20 Bulky Waste Handling Procedures

All white goods are stored in an open top 50 cubic yard container. Used tires will be accepted and stored in all open top containers ranging from 4-50 cubic yard containers. White goods which contain chlorofluorohydrocarbon (CFC) and hydrochloroflourohydrocarbon (HCFC) will be stored in a separate open top 30 cubic yard container which are deposited directly by the customer. The CFC's and HCFC's from these white goods will be removed by a qualified contractor before the white goods will be transported to Mid-City Scrap or Schnitzer Steel Industries. The recapture procedure for their activity is included under Attachment A. JRV has contracted with MAC, Ltd. Of Foxborough, MA to recapture the CFC's and HCFC's. The open top containers will be covered with a tarpaulin at the end of each day of operation.

All bulky wastes which potentially contain PCB capacitors are transported to the previously referenced metal recycling facilities for proper management and disposal. These facilities perform all the appropriate and necessary functions to comply with the Rhode Island Rules and Regulations for Solid Waste Management Facilities.

1.21 Routine House Cleaning Schedules

1. The tipping floor is swept daily and washed as needed.
2. The tipping pit is emptied at the end of the day, with the pit being washed down as needed.
3. Daily inspections of the Transfer Station are conducted to eliminate litter outside.
4. The inside areas are swept as needed.
5. The lavatory is cleaned and disinfected as needed, to ensure sanitary conditions.
6. The work floor and drains are washed and swept as needed.
7. Indoor trash can is emptied on a daily basis.
8. The inside walls of the building are washed as needed.
9. The white goods and metal area is raked and swept weekly.
10. A Port-O-Let is stationed outside the facility near the oil recycling area.
11. The floor area in front of the compactors is swept clean after each trailer is separated from the compactor.
12. The yard area at the lower level and other paved areas are swept as needed.

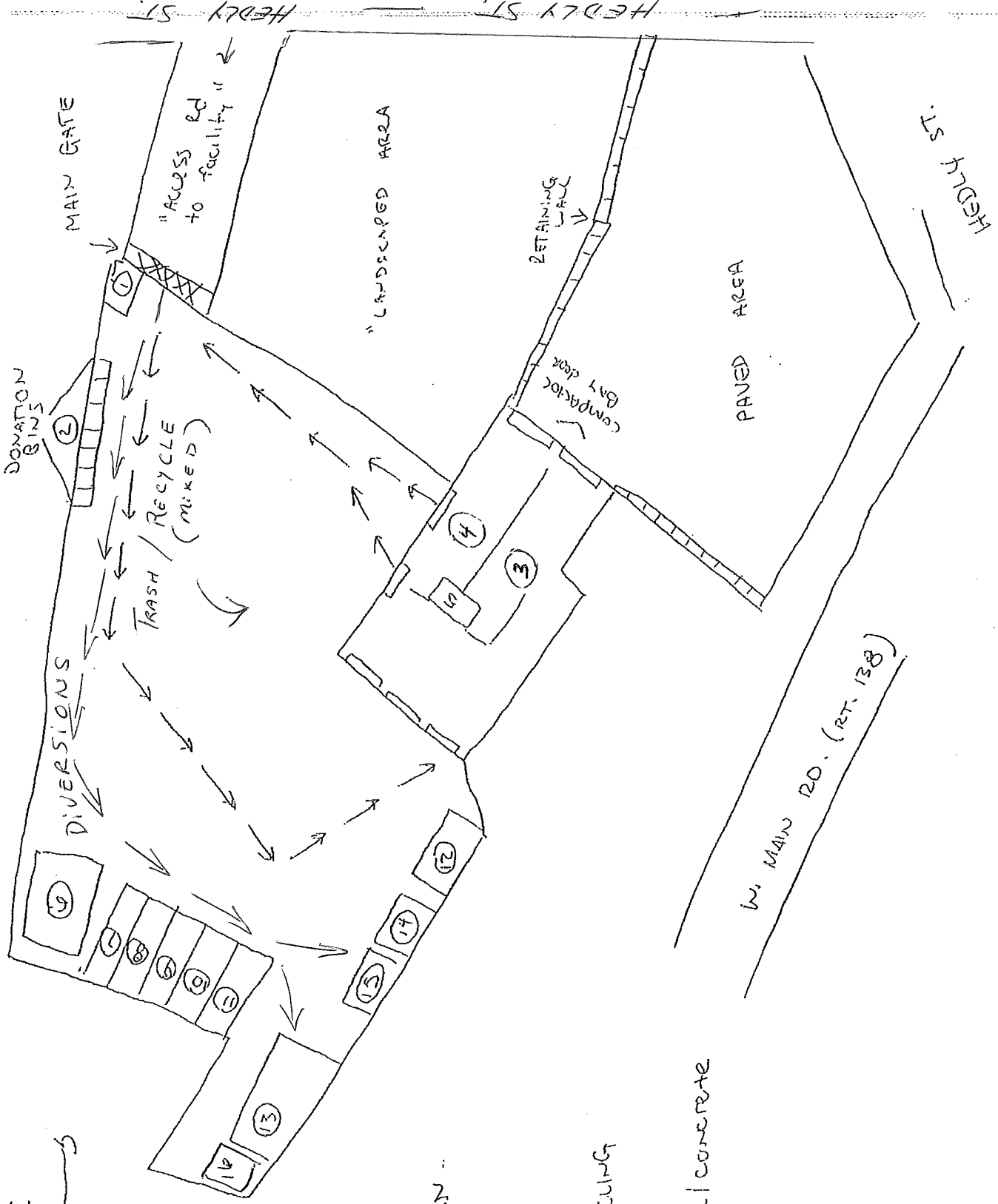
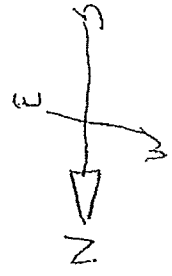
13. The compactor room is sprayed with disinfectant as needed.
14. The compactor room is washed and swept out completely once per week.
15. The trailers are swept and washed weekly.

1.22 Description of Methods and/or Equipment Used for any Recycling Operations, including Separation Techniques and Storage of Recyclables.

- All metal goods are stored in a 40 cy or 50 cy open-top containers for transport to either the Mid-City Scrap Facility at 548 State Road in Westport, MA or Schnitzer Steel Industries Inc., located in Johnston, R.I. These facilities perform all the appropriate and necessary functions to comply with the Rhode Island Rules and Regulations for Solid Waste Management Facilities.
- The residents commingled recyclables and newsprint/cardboard are compacted in one 80 CY closed-top container for transport to the Central Landfill in Johnston, Rhode Island.
- Used tires are stored in an open-top 4 cy open container.
- Residents' used oil and oil filters are collected in a 480-gallon igloo on-site and handled through the State run OSCAR program.

1.23 Methods Describing How Non P-1 Accessible Waste, Hazardous Waste, Radioactive Waste and Waste Not Authorized by the Department will be Identified and Handled at the Facility.

The Portsmouth Transfer Station does not accept hazardous waste at the facility. The Plant operator observes the dumping of waste onto the stations tipping floor to ensure that no liquids or hazardous wastes are being accepted. In the event that a waste is encountered that should not have been deposited at the Transfer Station, the plant operator will isolate the load and immediately contact JRV Administration Office (Operations Manager) to initiate the proper emergency response.



→ = TRAFFIC PATTERN

- ① GUARD SHACK
- ② DONATION BINS
- ③ TRASH COMPACTOR
- ④ SINGLE STREAM RECYCLING COMPACTOR
- ⑤ FACILITY OFFICE
- ⑥ "ABC" ASPHALT (BRICK/CONCRETE)
- ⑦/⑧ YARD WASTE
- ⑨/⑩ C/D MATERIAL
- ⑪ SCRAP METAL
- ⑫ OIL IGLOO
- ⑬ MATTRESSES
- ⑭ TIRES
- ⑮ HCFCs
- ⑯ PROPANE TANKS