TO: All Interested Firms

FROM: Purchasing

RE: RFP No. 374 – TRUCK BODY TRANSFER AND PTO INSTALLATION

DATE: October 26, 2026

Attached please find a Request for Proposals for TRUCK BODY TRANSFER AND PTO INSTALLATION (RFP No. 374) issued by the Rhode Island Resource Recovery Corporation (the Corporation).

The Corporation's procurement policy, in compliance with R.I. Gen. Laws § 37-2-1 et seq., states that a competitive sealed bidding process be conducted for this service. Therefore, the Corporation invites all interested firms to submit bids to provide the goods and/or services described in Section II of this RFP.

Bids are to be received at the Corporation's Office Building in Johnston **no later than 1:00 P.M. on November 17, 2026** at which time a public bid opening will be held.

LATE SUBMITTALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

The bid package must be sealed and be clearly and conspicuously marked on the outside with the Bidder's name and identified as follows: **"Proposal No. 374 Enclosed – TRUCK BODY TRANSFER AND PTO INSTALLATION"** The package should be addressed to the attention of:

Purchasing
Administrative Offices
Rhode Island Resource Recovery Corporation
34 Shun Pike
Johnston, RI 02919

Individuals requiring assistance due to a disability must notify the Corporation at least three business days prior to the bid opening.

Attachment

REQUEST FOR PROPOSALS - NO. 374

FOR

TRUCK BODY TRANSFER AND PTO INSTALLATION

October 26, 2026

Issued by:

Rhode Island Resource Recovery Corporation
34 Shun Pike
Johnston, Rhode Island 02919

401/942-1430 (phone)
401/946-5174 (fax)

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RHODE ISLAND RESOURCE RECOVERY CORPORATION
REQUEST FOR PROPOSALS NO. 374
TRUCK BODY TRANSFER AND PTO INSTALLATION

I. INTRODUCTION AND GENERAL INFORMATION

1. **Rhode Island Resource Recovery Corporation**. The Corporation was statutorily established in 1974 as a public corporation of the State of Rhode Island. As a public, tax-exempt entity, the Corporation has the responsibility and authority to plan, finance, and implement a statewide solid waste management system to serve the future disposal needs of the State of Rhode Island. The Corporation owns and operates the Central Landfill in Johnston, Rhode Island where solid waste disposal is conducted. Recycling operations are also conducted at this site at the Corporation's Materials Recycling Facility (MRF). The powers of the Corporation are vested in nine (9) commissioners, consisting of the Director of Administration, or his/her designee, and eight (8) public members appointed by the Governor with advice and consent of the Senate, at least three (3) of whom shall be residents of the town of Johnston. The commissioners employ an Executive Director to administer, to manage, and to direct the offices and business of the Corporation subject to the policies, control, and direction of the commissioners.

2. **Questions**. Questions concerning the Scope of Work and Technical Specifications must be submitted in writing and directed to Purchasing. Preferably, questions should be submitted by email to (purchasing@rirrc.org); however, the Corporation will not be responsible for information that is not received, and it is the Bidder's responsibility to confirm our receipt of the questions. **Please note that questions will not be answered over the telephone.**

   No questions will be accepted after 8:00 A.M. on November 5, 2026. Responses to substantive questions will be forwarded to all prospective Bidders in advance of the submittal deadline.

3. **Prohibited Contacts.** All Bidders, including persons affiliated with or in any way related to them, are prohibited from contacting the Corporation's commissioners, the Corporation's staff, consultants or attorneys for the Corporation on any matter having to do in any respect with this RFP other than with the consent of the Corporation's Finance Director or his designee. Failure of any Bidder to adhere to this prohibition may, at the sole discretion of the Corporation, result in disqualification and rejection of any Bid. Any and all contacts with such persons associated with the Corporation should be made only through and in coordination with the Senior Purchasing Agent and shall be required to be in writing.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

RIRRC is seeking a qualified contractor to remove the existing utility body from UT-61, a 2019 Ford F-550, install it on UT-74, a 2026 Ford F-550, and then furnish and install a new power take-off (PTO) on UT-74. The price shall include the labor, materials, equipment, connections, and testing necessary to complete the specified work.

Vehicle Dimensions

Measurement	UT-61 donor truck	UT-74 receiving truck
Wheelbase from front axle centerline to rear axle centerline	166 inches	166 inches
Back of cab to rear axle centerline	84 inches	84 inches

The contractor shall verify dimensions, mounting locations, chassis configuration, and compatibility before beginning work. Matching wheelbase and cab-to-axle dimensions do not replace this verification.

Required Work

1. Inspection: Inspect both vehicles and document the condition of the utility body and components to be reused. Identify existing damage or compatibility concerns and notify RIRRC before performing work affected by those conditions.

2. Utility Body Transfer: Disconnect and remove the utility body from UT-61 without damaging components to be reused. Transfer and securely install the body on UT-74, including the body-mounted systems identified in the final scope.

3. Mounting: Provide the mounting brackets, fasteners, supports, and other hardware required for the installation. Follow the applicable chassis and body manufacturer installation instructions. No structural modifications to either chassis shall be done without RIRRC written approval.

4. PTO Installation: Furnish and install a new PTO compatible with the UT-74 transmission and the operating requirements of the equipment being transferred. Include the required controls, hydraulic connections, and installation components. Identify the proposed PTO manufacturer and model in the proposal.

5. Connections and Finishing: Reconnect the electrical, hydraulic, lighting, and control systems affected by the transfer. Include new wiring, hoses, fittings, and related materials needed for the specified installation. Protect exposed mounting surfaces against corrosion and touch up finishes disturbed by the work.

Testing and Acceptance

Utilizing Form 5, Technical Proposal, demonstrate the completed installation to RIRRC. Verify secure body mounting, required clearances, PTO engagement and disengagement, hydraulic operation, and the lighting and controls affected by the work. Check for leaks, interference, and installation defects. Correct deficiencies before requesting final acceptance.

Provide the PTO identification and operating instructions, warranty documents, and a written summary of the work and operational testing. Protect and secure exposed components on UT-61 after removal. Return unused RIRRC-owned components with the vehicles unless RIRRC directs otherwise.

Schedule Transport and Warranty

Utilizing Form 5, Technical Proposal, state the proposed work location, earliest start date, total vehicle downtime, and completion period. Identify the arrangements and cost for transporting both vehicles to and from the vendor work location. Coordinate vehicle availability and transportation with RIRRC before work begins.

State the parts and workmanship warranty periods and describe how warranty service will be provided. Repairs to preexisting defects or other work outside the stated scope require RIRRC written authorization and agreed pricing before that work begins.

Additional Submittal Requirements

Utilizing Form 5, Technical Proposal, provide the following information:

- Provide detailed information on relevant truck body transfer experience and PTO installation capabilities.
- Specify the proposed PTO manufacturer and model.
- Describe the planned installation methodology.
- Present the project schedule, including anticipated vehicle downtime.
- Outline warranty provisions.
- Identify any exceptions or deviations from the specifications.
- Provide a designated technical contact for questions.

Non-Mandatary Vehicle Inspection Visit

Vehicles will be available for viewing and inspection on November 2, 2026 @ 2:30 PM at 3 Shun Pike, Johnston, RI 02919, Door 5.

Contract Term

The contract for the provision of these goods and/or services will commence upon execution and continue until June 30, 2028.

Payment

The Corporation will make payments in response to a submitted invoice from the Vendor, following completion and acceptance by the Corporation of the goods and services provided. Payments will be made within thirty (30) days following receipt of a properly submitted invoice. All invoices should be submitted electronically to accountspayable@rirrc.org. Invoices including labor, without certified payroll cannot be paid.

Notice to Bidders:

In any case where there may be references or attachments that contain language which is contrary to the language found within this RFP, the language contained in the RFP shall supersede.

NOTE:

- **If the Contract is awarded to a RI Certified MBE firm or employs an MBE Certified Subcontractor, then Attachment B shall be submitted with each Invoice**.
- **Multi-year Contracts:**
  This agreement is governed by the provisions of R.IG.L. 37-2-33. Refer to General Conditions of Purchase, Section II General Conditions, Paragraph 24.
- **EEO compliance** is required for contracts over $10,000. If you have any questions concerning this requirement, please contact the State Equal Opportunity Office at 401-222-1452 before submitting your bid. See Attachment A, General Conditions, page 2, item #3.

III. PROPOSAL REQUIREMENTS AND PROCEDURES

1. Proposal Content.

Bidders are to follow the instructions included in Section V concerning Bid submission. The following items **must be included** in the Bidder's submission:

a. **Required Forms:**

The following forms, which are included in Section V, **must be** completed and returned by the Bidder.

FORM 1: LETTER OF TRANSMITTAL

FORM 2: STATEMENT OF QUALIFICATIONS

FORM 3: BIDDER ATTESTATION

FORM 4: REFERENCES

FORM 5: TECHNICAL PROPOSAL

FORM 6: COST FORM

FORM 6A: CORPORATE AUTHORIZATION CERTIFICATE

FORM 7: PROPOSED SUBCONTRACTORS AND ISBE PARTICIPATION RATE

b. Proposal Security: Not Required

c. Prevailing Wage: Not Required

d. Public Copy: **Required** (Refer to Section V, # 2.)

e. Corporate Authorization Certificate: Bidders must provide a corporate authorization certificate that confirms the ability of their firm to enter into an Agreement with the Corporation and that specifies the name(s) and status of the individual(s) who are authorized to sign the Agreement on behalf of their firm. (This information is found on Form 6.)

2. Evaluation and Award.

Bids will be evaluated by Corporation staff based upon the contents of the Bidder's package received in accordance with this RFP, with only those clarifications or corrections which may be permitted by the Corporation's procurement rules. Staff recommendation for award may be subject to approval by the Corporation's Board of Commissioners.

The award shall be made to the lowest evaluated bid price satisfying the Corporation's criteria and in accordance with the Corporation's procurement policy and RI Laws. A "responsive

Bidder" is a Bidder who has submitted a Bid which conforms in all material respects and requirements to the RFP. A "responsible Bidder" means a qualified Bidder who has the capability in all respects, including financial responsibility, to fully perform the contract requirements, and the integrity and reliability which will assure good faith performance.

A. EVALUATION CRITERIA	Maximum Points
1. Overall Service Qualifications, Capability.	20
2. Cost/Fee	80
3. ISBE Participation Criteria (MBE/WBE Utilization)- **Up to 6 additional Points**. **NOTE**: Contractors may submit bids without ISBE participation. However, if the Contractor fails to submit Form 7, ISBE participation rate, they shall not be eligible for the ISBE points, listed in the evaluation criteria. Refer to General Conditions of Purchase, page 2, paragraph 4.	6

Awards will not be made at the bid opening. Awards will be made within one hundred twenty (120) days of bid opening unless otherwise provided for in this RFP. All Bidders will be notified in writing following the approval of the award. Bids are considered to be irrevocable and may not be withdrawn during this period without the express permission of the Corporation.

3. Minimum Criteria for Responsive and Responsible Bid.

At a minimum, a responsive and responsible Bid will:

a. be received by the bid opening time indicated in this RFP;
b. contain all required bid forms properly completed and signed by an authorized individual;
c. clearly note in its Technical Proposal any and all proposed exceptions and/or deviations from the requirements of Section II;
d. contain a Technical Proposal which is judged by the Corporation to meet or exceed the requirements of Section II;
e. contain at least three references that are judged by the Corporation to be both positive and relevant to the services requested;
f. remit Form 7 (ISBE participation) to be eligible for up to 6 extra points in the evaluation process.
g. contain bid security if requested.

IV. GENERAL TERMS AND CONDITIONS

Refer to Attachment A "General Conditions of Purchase"

V. SUBMISSION INSTRUCTIONS AND INFORMATION

1. Complete all of the forms attached according to the instructions noted on each form. ALL BIDDERS MUST USE THE FORMS INCLUDED IN THIS RFP. DO NOT USE FORMS FROM A PREVIOUS SOLICITATION.

2. *Submit one (1) original and two (2) copies of all the forms*, including any and all attachments. In accordance with RIGL §37-2-18(b)(j), the Bidder must also clearly identify one **"public copy"** that will be made available for public inspection upon the opening of the bids. It is the responsibility of the Bidder to clearly mark confidential content and remove the content from the public copy. To determine what is considered confidential by law, see RIGL §38-2-2. **If a submittal is not clearly marked "Public Copy", one of the copies of the original submittal will be presented for public viewing.**

3. Please refer to Section III (1. Proposal Content), to determine whether Proposal Security is required for this procurement. If Proposal Security is required, it is to be included in the Bid package at the time of submission.

4. Submit only the items specified in Section III (1. Proposal Content), along with any necessary attachments. **Do not return the entire Bid package**.

5. Bid packages must be sealed and clearly and conspicuously marked on the outside with the Bidder's name and identified as follows: **"Bid No. 374 Enclosed – TRUCK BODY TRANSFER AND PTO INSTALLATION."** No blame shall be attached to any employee of the Corporation for the opening of any Bid not so marked.

6. Bid packages should be addressed to:
   Purchasing
   Rhode Island Resource Recovery Corporation
   Administrative Offices
   34 Shun Pike
   Johnston, RI 02919

7. **Bids must be submitted no later than 1:00 P.M. on November 17, 2026.**

- All Bidders must adhere to the submittal requirements outlined in this RFP; failure to do so could result in disqualification.
- All Bid responses must be complete with all information and items requested.
- All Bid responses will become the property of the Corporation and will not be returned except as otherwise provided. As the property of the Corporation, the Bid responses will be subject to public review. If any proprietary information is contained in or attached to the Bid response, excluding the pricing information provided on the Cost Form, it must be clearly identified for the Corporation to ensure protection of such information.

Bid responses which are received after the deadline or which are not properly sealed will not be considered.

All costs incurred in connection with responding to this RFP shall be borne by the Bidder.

FORM 1 - LETTER OF TRANSMITTAL
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION

Please complete this form and include it as the COVER PAGE of your Bid.

Date: _____

Name (Authorized Person): _____

Title: _____

Bidder's Official Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Telephone/Fax Nos.: Phone:_____ Fax:_____

E-mail Address: _____

(PLEASE CHECK ONE): Corporation_____ Partnership_____ Entrepreneur____

Federal I.D. Number: _____

TO: Rhode Island Resource Recovery Corporation
I am employed by this firm that is submitting a Bid in response to the Corporation's Request for Proposals (RFP) - No. 374, dated October 26, 2026. My name and my company's name appear above. My signature is written below. I am authorized to commit the firm to provide the goods and/or services described in the RFP, and upon determination of the contract amount and duration, would be prepared to enter into an agreement with the Corporation.

I acknowledge receipt of the RFP and any and all subsequent addenda. I have read this material and have prepared the attached Bid in accordance with the material that I have received. The Bid is true and accurate to the best of my knowledge. I acknowledge that if facts have been deliberately misrepresented or false information has been deliberately provided, then this may be grounds for dismissing my Bid from consideration and disqualifying me and/or my firm from any future Corporation projects.

The Bid that I have submitted either provides for the goods and/or services requested and is in full conformance with Sections II and IV of the RFP, or it clearly states any differences or exceptions to the requirements in the Technical Proposal. My Bid will remain valid for one hundred twenty (120) days from the bid opening date.

I understand that all conditions contained in this RFP will be incorporated into any resulting contract with the successful Bidder unless it is clearly noted in the Bid that such terms may be excluded or varied.

_____
Signature of Authorized Person (MUST BE SAME AS ABOVE-NAMED INDIVIDUAL)

_____
Title

FORM 2 - STATEMENT OF QUALIFICATIONS (page 1 of 2)
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION

Please complete this form and include it with your Bid. Provide the information requested as these items may be relevant to the Bidder's ability to provide the goods and/or services requested. Bidder may use an attachment if additional room is needed to supply this information. This is a required form. Do not leave blank.

Bidder's Company Name: _____

COMPLETE PARTS I AND II

PART I:

Provide a description of firm's qualifications and experience:

FORM 2 - STATEMENT OF QUALIFICATIONS (page 2 of 2)
RFP NO. 374 – TRUCK BODY TRANSFER AND PTO INSTALLATION

PART II - Please respond to the following questions:

		YES	NO
1.	If your firm is a Corporation, is it currently a Corporation in Good Standing in Rhode Island, as defined in RIGL § 7-1.2-1401 et seq? (For information, call 401/222-3040.)	( )	( )
2.	**Is your firm certified as a Minority Business Enterprise; or as a Women Business Enterprise?**	( )	( )
3.	Has your firm reorganized or reincorporated within the past 5 years?	( )	( )
4.	Have you or any other principal of this organization filed for bankruptcy of any business venture within the past 3 years?	( )	( )
5.	Has your firm (or any principal) been subject to either Suspension or Debarment by the State of Rhode Island or any other jurisdiction within a 3-year period preceding the submittal of this Bid?	( )	( )
6.	Has any principal, officer, or manager of this firm ever been convicted of or had a civil judgment rendered against them for commission of fraud?	( )	( )
7.	Has your firm (or any principal), within a 3-year period preceding the submittal of this Bid, been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property?	( )	( )
8.	Has your firm, within a 3-year period preceding submittal of this Bid, had any contracts terminated for default?	( )	( )

If you have answered "yes" to any of questions 3-8, please provide details and current status. If you are unable to certify any of these statements, provide an explanation:_____

_____

I certify that I understand that the Corporation is under no obligation to consider my submittal if I do not correctly complete and return this Form.

_____

(Name of Owner or Officer Authorized to Provide Certifications – Typed or Printed)

_____

(Title of Above-named Individual – Typed or Printed)

_____ _____

(Signature) (Date)

FORM 3 – BIDDER ATTESTATION
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION

I hereby certify that, in accordance with RIGL §37-2-13.1, _____ and its parent corporation, subsidiary, affiliates and/or subcontractors do not have a conflict of interest as defined in Chapter 14 of Title 36 with any official, officer or agency in charge of the issuing the below-noted Contract proposal, nor materially participated or was consulted with respect to the requirements, technical aspects or any other part of the formation and promulgation of the contract documents. Further and if applicable, the below-noted Contract proposal does not relate to any audit, examination, independent verification, review, or evaluation of _____'s work, financials, or operations performed on behalf of the State of Rhode Island or any official, officer, or agency.

By signature below, I attest that the information provided above is true and correct to the best of my knowledge. Further, I attest that I am authorized to make such attestation on behalf of and in the interest of _____.

So attested on this _____ day of _____ in the year 20_____.

AUTHORIZED SIGNATORY NAME (PRINTED): _____

AUTHORIZED SIGNATURE: _____

SOLICITATION NUMBER/TITLE: _____

FORM 4 - REFERENCES
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION

Please complete this form and include it with your Bid. Provide at least three (3) positive, relevant references along with a brief description of the goods and/or services provided for the referenced company. PLEASE NOTE THAT THE CORPORATION MAY NOT BE LISTED AS A REFERENCE. This form may be duplicated and additional references provided, as an option.

Bidder's Company Name: _____
REFERENCE CUSTOMERS:

Reference's Company Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone No.: _____ Contact Person: _____
E-mail Address: _____

Brief Description of Goods and/or Services Provided:_____
_____
_____
_____
_____

Reference's Company Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone No.: _____ Contact Person: _____
E-mail Address: _____

Brief Description of Goods and/or Services Provided:_____
_____
_____
_____
_____

Reference's Company Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone No.: _____ Contact Person: _____
E-mail Address: _____

Brief Description of Goods and/or Services Provided:_____
_____
_____
_____
_____

FORM 5 - TECHNICAL PROPOSAL
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION

Please complete this form and include it with your Bid. **The Bidder must certify that the goods and/or services to be provided fully conform to and meet the requirements of Section II**. Alternatively, if the Bidder's product and/or service does not conform, the Bidder must list those items which differ, adequately describe how they differ, and provide information to support the claim that the Bidder's product and/or service meets or exceeds the requirements contained in Section II. Bidder may use an attachment if additional room is needed to supply this information.

DO NOT LEAVE THIS PAGE BLANK

TECHNICAL PROPOSAL:

Testing & Acceptance:

Schedule Transport & Warranty:

Additional Submittal Requirements:

FORM 6 - COST FORM
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION

Please complete this form and include it with your Bid. All prices must be given in numerical figures and be typewritten or printed legibly. Prices should be in U.S. dollars, including all applicable taxes and/or fees. (The Corporation is exempt from State sales tax).

Bidder's Company Name: _____

Company Address: _____

_____ Telephone_____

Provide a firm lump sum price and the breakdown below. Identify any exclusions or exceptions. The total shall include all costs for the specified scope, including any transportation assigned to the contractor in the final solicitation.

Item	Lump sum price
Utility body removal and installation, including mounting hardware	$_____
New PTO and installation	$_____
Electrical and hydraulic connections and finishing	$_____
Operational testing and documentation	$_____
Vehicle transportation if assigned to contractor	$_____
Total lump sum price	$_____

NOTES: (1) The Corporation reserves the right to award a contract for any or all of the items listed above, and the Corporation also reserves the right to award a contract for all required items to one Vendor or to split the award, whichever is in its best interest. (2) Bidder may submit alternate bid item(s) by duplicating this Cost Form (Form 6) and clearly marking the alternate bid as such. The Bidder must indicate on the primary Cost Form (Form 6) that an alternate bid is enclosed. No blame shall be attached to any employee of the Corporation for failure to take notice of or to record any alternate bids not so indicated by the Bidder, and such alternate bids may be subject to disqualification. The same submittals that are required for the primary bid must also be submitted for an alternate bid.

☐ **Alternate Bid Enclosed**

_____
Signature of Person Authorized to Sign this Bid

_____
Typed Name and Title

_____
Name of Contact Person

FORM 6A – CORPORATE AUTHORIZATION
RFP NO. 374 – TRUCK BODY TRANSFER AND PTO INSTALLATION

Corporate Authorization Certificate: Bidders must provide a corporate authorization certificate that confirms the ability of their firm to enter into an Agreement with the Corporation and that specifies the name(s) and status of the individual(s) who are authorized to sign the Agreement on behalf of their firm.

Please fill out the Corporate Authorization below:

Corporate Authorization: Please be advised that _____, who serves as_____ of this company, is duly authorized to enter into any resulting contract with the Corporation.

FORM 7 – PROPOSED SUBCONTRACTORS INCLUDING ISBE CONTRACTORS RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION (page 1 of 2)

Please complete this form and include it with your Bid. The Bidder shall state the names of all Subcontractors that it proposes to use. The Bidder may use an attachment if additional room is needed to supply this information.

If none, write "none": _____

Subcontractor's Name: _____

Certified Minority Business (YES or NO) _____
(if yes, attach certification)

IF YES, Amount or (Percent) to be subcontracted _____

Company Address: _____

City, State, Zip Code: _____

Telephone No.: _____

Subcontractor's Name: _____

Certified Minority Business (YES or NO) _____
(if yes, attach certification)
IF YES, Amount or (Percent) to be subcontracted _____

Company Address: _____

City, State, Zip Code: _____

Telephone No.: _____

Subcontractor's Name: _____

Certified Minority Business (YES or NO) ____ _____
(if yes, attach certification)

IF YES, Amount or (Percent) to be subcontracted _____

Company Address: _____

City, State, Zip Code: _____

Telephone No.: _____

FORM 7 – PROPOSED SUBCONTRACTORS INCLUDING ISBE CONTRACTORS
RFP NO. 374 - TRUCK BODY TRANSFER AND PTO INSTALLATION (page 2 of 2)

This is to certify that the names of the above-mentioned Subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed Subcontractors have any conflict of interest with respect to this Bid.

If awarded the contract and minority subcontractors are listed, the "Office of Diversity, Equity and Opportunity Table" must accompany the invoice.

TOTAL AMOUNT or percent TO BE SUBCONTRACTED BY MBE/WBE $ _____

% _____

Note: A Compliance Certification either RI ODEO (Rhode Island Office of Diversity, Equity and Opportunity) or FEDERAL) for each listed minority subcontractor must accompany this form in order to be considered.

This form must be signed even if "none" is indicated.

_____
Signature of Person Authorized to Sign this Bid

_____
Typed Name and Title

ATTACHMENT A

General Conditions of Purchase

I - CORPORATIONS RIGHT'S

Solicitation does not commit Rhode Island Resource Recovery Corporation, 'the Corporation' to contract with any Bidder.

The Corporation reserves the following rights:

a. to re-bid goods and/or services if, in its sole discretion, such action is deemed appropriate;
b. to split the award, to make multiple awards, or remove any cost items in the proposal after receipt, as deemed appropriate;
c. to negotiate the bid or solicitation to further refine, clarify, amend, or expand any and all aspects of the bid or solicitation;
d. to reject any and all bids if it determines, in its sole discretion, that it is in its best interest;
e. to reject bids from any and all Bidders whose firm, or any principal of the firm, is currently involved in a lawsuit or claim against the Corporation;
f. to request that Bidders send a representative to our Johnston, Rhode Island, offices for an interview prior to final award of contract at the Bidder's cost;
g. to accept bids that do not offer the lowest price;
h. to waive any informalities or technicalities or incidental items in any bid;
i. to withdraw, supplement, amend, or modify solicitations, and to request additional information, without prior notice;
j. to postpone the award of a contract;
k. to either award a contract to the next lowest responsive and responsible Bidder or to rebid the goods and/or services, whichever is in the Corporation's best interest, if the selected Bidder's goods and/or services do not conform to the requirements;
l. to confirm references and contact further references obtained from other sources as deemed necessary; and
m. to eliminate any of the tasks in the Scope of Services and to issue a contract with a correspondingly reduced Project Work Program; and
n. any additional rights as may be allowed under applicable State purchasing laws and rules.

II – GENERAL CONDITIONS

All Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. Entire Agreement. The contract documents signed and issued by the Corporation shall constitute the entire and exclusive Agreement between the Corporation and Contractor receiving an award. In the event of conflict between the bidders standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the Corporation and any contractor pertaining to any award shall be accomplished in writing.

2. Work. The Work shall conform to the Scope of Work as set out in the Procurement Documents and the Contractor's approved Technical Proposal

3. Equal Opportunity Compliance. For all contracts in the amount of $10,000 or more, Contractors are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830 and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

For further information pertaining to this requirement, please contact:

ODEO/Equal Opportunity Office
Department of Administration
One Capitol Hill
Providence, RI 02908-5865 (401/222-1452)

4. MBE/WBE Utilization. The Contractor is required to seek minority business enterprises and disability business enterprises participation in the amounts required by R.I. Gen. Laws § 37-14.1-1 and chapter 37-2.2. and applicable regulations 150-RICR-90-10-1. Failure to submit ISBE participation Rate in a timely manner shall receive (0) participation points, or result in the disqualification of an RFQ.

5. Out-of-State (Foreign) Corporations. In accordance with R.I. Gen. Laws § 7-1.2-1401 no foreign corporation shall have the right to transact business in the State of RI until it shall have procured a certificate of authority to do so from the Secretary of State. If requested, the Vendor must furnish to the Corporation a copy of a R.I. Certificate of Authority to Conduct Business and Registered Agent. This Certificate is to be obtained from the R.I. Secretary of State's Office (401/222-3040).

6. Insurance. All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on the Corporation's premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies **licensed to do business in the state** as follows:

A.) Commercial General Liability Insurance – Such insurance coverage is subject to a minimum combined single limit of $2,000,000 per occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate.

- Bodily Injury (including death)$2,000,000 each occurrence
  - $2,000,000 Property Damage each occurrence

- $1,000,000 annual aggregate
  - Independent Contractors
  - Contractual – including construction hold harmless and other types of contracts or agreements in effect for insured operations
  - Completed Operations
  - Personal Injury (with employee exclusion deleted)

B.) Automobile Liability Insurance

Combined Single Limit $2,000,000 each occurrence

- Bodily Injury
- Property Damage, and in addition non-owned and/or hired vehicles and equipment

C.) Workers' Compensation Coverage as required by Rhode Island state law.

The Corporation reserves the right to consider and accept alternate forms and plans of insurance, or to require (i) additional or more extensive coverage for any individual requirement or (ii) reduced coverage as a particular situation may dictate.

The successful Bidder/Contractor shall provide certificates of coverage, reflecting the Corporation as an **additional insured** on a non-contributory basis for General Liability Insurance within 48 hours of commencement of work. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated and subject to approval by the Corporation. The Contractor's insurer will be required to provide the Corporation with notification of any cancellation or change in the Contractor's insurance coverage during the period of the contract with the Corporation. Such notification must be made not less than thirty (30) days prior to the date said cancellation or change becomes effective. Required insurance shall include a waiver of subrogation in favor of the Corporation. Insurance provided by the Contractor hereunder shall in all instances be primary to any and all insurance of the Corporation.

Failure to maintain the insurance required shall be cause for immediate termination of the contract by the Corporation.

7. Performance and Labor and Payment Bonds. When the Contractor is required to furnish a valid performance bond and labor and payment bond, the bonds must meet the following requirements:

a. Corporation: The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.

b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."

c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner".

d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or the Bond must be countersigned by a company so licensed.

e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.

f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.

g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

8. Bid Surety. When requested, a bidder must furnish a bid bond or certified check for 5% of the bid or for the stated amount shown in the solicitation for a period of no less than 120 days from the bid opening date. Bid bonds must be executed by a reliable, financially sound, surety company licensed and authorized to do business in the State of Rhode Island. Failure to provide bid security with bid may be cause for rejection of bid. Upon award and receipt of performance and labor and payment bond by winning bidder, remaining sureties will be returned to bidders.

9. Indemnification. The Contractor will indemnify and hold the Corporation harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim including claims for loss of or damage to property, including the Corporation's property, and injuries to or death of persons, including the Corporation's employees, caused by or resulting from Contractor's negligence or willful misconduct or breach of this Agreement. In any instance in which the Corporation claims indemnity under this paragraph, the Contractor shall have the duty to defend the Corporation in any litigation arising out of the occurrence from which the Corporation claims that the Contractor's indemnity obligation exists.

10. Prevailing Wage Requirement. In accordance with Title 37, Chapter 13, of the Rhode Island General Laws, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular,

overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both Contractors and Subcontractors for all public works. For information relating to Prevailing Wage Rules, follow this link: https://dlt.ri.gov/wrs/prevailingwage/ Every Contractor and Subcontractor awarded a contract for public works shall submit completed RI Certified Weekly Payroll forms, listing those employees working on the project to the awarding authority on a monthly basis for all work completed in the preceding month. Unless otherwise stated, the Project Manager for the Corporation will collect the forms.

These forms may be found at: https://dlt.ri.gov/forms/#wrs NOTE: If the Bidder does not submit their Bid with applicable RI Wage Rates and is awarded the Contract, then they shall be required to indemnify and hold the Corporation harmless from any resulting legal actions.

11. Rhode Island Campaign Contributions and Expenditures Reporting Act. R.I. Gen. Laws § 17-27-1 et seq. requires all state vendors contracting with a state agency for the provision of goods and/or services costing $5,000.00 or more to file an affidavit with the State Board of Elections concerning reportable political contributions.

12. Billing and Payment. Unless otherwise provided for, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being non-responsive.

b. Payments for partial delivery will be allowed only at the discretion of the Corporation.

c. The impact of discounted payment terms shall not be considered in evaluating responses to a solicitation.

13. Force Majeure / Uncontrollable Circumstance. Neither the Corporation nor Contractor shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control (Uncontrollable Circumstance(s)), including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

The parties shall use their best efforts to overcome or remove any Uncontrollable Circumstance and to minimize the effect of such Uncontrollable Circumstance and any costs resulting therefor.

Each party shall assume the risk of all losses and damages directly incurred by them except as otherwise limited pursuant to the terms of this Contract, which arise out of an Uncontrollable Circumstance event. Neither party should be entitled to recover from the other revenues lost due to the occurrence of an Uncontrollable Circumstance, provided further, however, that each party is obligated in good faith and to the extent not detrimental to its interests and within any applicable provision of law, to jointly attempt to mitigate the damages, costs and expenses arising out of an Uncontrollable Circumstance event.

The party asserting that an Uncontrollable Circumstance exists shall, as a condition precedent to the right to claim the benefits of this Section, promptly after becoming aware of such Uncontrollable Circumstance, and in any event, within sixty (60) days from the date on which said party becomes or should have become aware of the occurrence of such Uncontrollable Circumstance, notify the other party of such event. This party shall then, within fifteen (15) days of such initial notice, provide a written notice of the effect, if any, on either party's obligations under this Contract, and available areas of mitigation or saving of the costs associated with such event. Each party shall continue to keep the other party advised with respect to the anticipated impact of such Uncontrollable Circumstance.

14. Relationship as Independent Contractor. The Contractor's relationship with the Corporation under the Agreement shall be that of independent contractor. Nothing in the Agreement shall be construed to designate the Contractor, or any of its employees or subcontractors, as employees, agents, joint ventures or partners of the Corporation.

15. Subcontracts. The Contractor shall have the right to subcontract any and all services described in this Agreement, subject to the Corporation's **prior** written approval. Subcontractor(s) shall be bound by the same terms and conditions or performance as the Contractor.

16. Waiver. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof. No waiver of any term, warranty, representation, agreement, covenant, condition or provision hereof shall be effective unless made in writing and signed by the party against which such waiver is sought to be enforced.

17. Confidentiality. The Contractor shall hold in confidence and not disclose to any person or entity other business or technical information disclosed to the Contractor by the Corporation or acquired by the Contractor in the course of performing services hereunder for the Corporation and which the Corporation has marked as confidential or proprietary or requests in writing that the Contractor treats as proprietary. The obligations of this Paragraph shall survive the termination of the Agreement. The obligations of confidentiality do not apply to information which: (a) is or becomes part of the public domain outside of disclosure by the Contractor; or (b) is lawfully in the possession of the Contractor at the time it was acquired hereunder; or (c) is required to be publicly disclosed under law.

18. Assignment. Agreements are assignable only upon the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld nor required in the event of assignment by operation of law, assignment to an affiliate or subsidiary of the Contractor or assignment by the Corporation to the State of Rhode Island or an agency thereof, provided however in the event of an assignment by the Contractor said assignment shall not be construed to relieve the Contractor of any of the obligations under the Agreement.

19. Severability. The provisions of the Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such

judgment shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

20. Changes in Scope. Should changes in scope be required, both parties agree to negotiate in good faith to provide for such changes. Only such changes in scope as may be accomplished in accordance with the Corporation's procurement procedures and the Corporation's Rights hereunder and the general conditions of purchase hereunder shall be negotiated with the Contractor.

21. Ownership of Reports. Any and all reports, information, data, etc. given to or prepared for the Corporation by the Contractor shall be the property of the Corporation.

22. Safeguards. The Contractor shall take, use, provide, and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence or happening of any accident, injury or hurt to any person or object during the progress of the work.

23. Suspension of Work. The Corporation may, at any time and without cause, suspend the work or any portion thereof for a period of not more than twenty (20) days by verbal notice to Contractor or representatives followed by written notice. The Corporation shall fix the date on which work shall be resumed. Contractor will resume the work on the date so fixed. Contractor may be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to any suspension upon documentation and cost substantiation.

24. Multi-Year Contracts. Multi-year contracts for supplies and services may be entered into for periods extending beyond the end of the fiscal year in which the contract was made, if funds for the first fiscal year of the contemplated contract are available at the time of contracting and the contract states that payment and performance obligations for succeeding fiscal years shall be subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent year of a contract, the contract for the subsequent year may be cancelled and the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

25. Termination.

i. If the Contractor or the Corporation fails to fulfill its obligations in a timely or proper manner, or if either party violates any of the material terms of the negotiated Agreement, either party shall have the right to terminate the Agreement by giving written notice to the other party. Termination of the Agreement shall in no way limit any legal rights of either party.

ii. Notwithstanding the provisions of paragraph (i) above, the Corporation reserves the right to terminate the Agreement at any time by giving the Contractor ten (10) days' written notice. The Corporation may terminate the Agreement for any reason deemed appropriate in its sole discretion. The Contractor shall be entitled to reasonable compensation for any services rendered prior to the date of termination, subject to damages the Corporation may have suffered due to any breach of Contract. Any finished or unfinished work performed on behalf of the Corporation shall become the property of the Corporation.

iii. The Corporation may terminate the Agreement in whole or in part by written or telegraphic notice if the Contractor shall become insolvent or make a general assignment for the benefit of creditors, or if a petition under any bankruptcy act or similar statute is filed by or against the Contractor and is not vacated within ten (10) days after it is filed.

iv. If the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he/she otherwise violates any provision of the Contract documents, then the Corporation may, without prejudice to any other right or remedy and after giving Contractor and his/her surety five (5) days' written notice, terminate the services of Contractor and finish the work by whatever method the Corporation may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the project is finished. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor will pay the difference to the Corporation.

27. Conflict of Interest. A Contractor filing a Bid thereby certifies that: No officer, agent, employee of the Corporation has a pecuniary interest in the Bid or has participated in contract negotiations on the part of the Contractor; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for solicitation; and the Contractor is competing solely in his/her/its own behalf without connection with, or obligation to, any undisclosed person or firm. Further, no person or firm who is listed as a Subcontractor shall be eligible to become a qualified Bidder in the same solicitation. Furthermore, no person or firm who has been involved in the preparation of a bid document shall be eligible to become a qualified Bidder in the same solicitation.

28. Public Records. (a) Contractors and bidders are advised that all documents, correspondence, and other submissions may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld, and except as otherwise provided for pursuant to RIGL 37-2-18 (a)-(h) “Competitive Sealed Bidding”

(b) Bids shall be opened and read aloud publicly at the time and place designated in the solicitation. Each bid, together with the name of the bidder, shall be recorded and an abstract made available for public inspection.

29. Set-Off Payments. Payments due the Contractor shall be subject to reduction by the Corporation equal to the amount of unpaid and delinquent (over 30 days) accounts receivable or other debt owed to the

Corporation, except where delinquency has not been billed or statement issued or while the matter is pending in hearing or from any appeal therefrom.

30. Notices. All notices under the Agreement shall be in writing and shall be deemed to have been served if hand-delivered with receipt or if sent by registered or certified mail as of the next day following the sending of the registered or certified mail, as follows: to the Corporation at its address and to the Contractor at its address, both as noted in the Agreement.

ATTACHMENT B

Office of Diversity, Equity and Opportunity (ODEO)
MBE Compliance Office **(401) 574-8670**
1 Capitol Hill, 3rd Floor **www.mbe.ri.gov**
Providence, RI 02908

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

Contractor/Vendor Name:
Project Name & Location:
Original Prime Contract Amount: $_____ **Current Prime Contract Amount: $_____** **% Complete: ____**

MBE/WBE Subcontractor	Original Contract Amount	Change Orders	Revised Contract Value	% Completed To Date	Amount Paid To Date	Amount Due	Retainage %	Retainage Amount	Explanation

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

_____ _____
Signature Date

_____
Printed Name

Notary Certificate:

Sworn before me this _____ day of _____ , 20___.

_____ _____
Notary Signature Commission Expires

ATTACHMENT C

SAMPLE CONTRACT

If your firm is awarded a contract for this procurement, the attached contract will be forwarded to you for execution.

Note:

1. Items (1) Term, (2) Services and (3) Payment, will be specifically edited to reflect the RFP document and vendor response.

2. All other items will remain unchanged. If for any reason you have objections to the contract, you must include those objections in your bid submittal.

   Full Disclosure: Objections may deem your submittal unresponsive.

SAMPLE AGREEMENT

BETWEEN

VENDOR

AND

RHODE ISLAND RESOURCE RECOVERY CORPORATION
65 SHUN PIKE
JOHNSTON, RHODE ISLAND 02919

AGREEMENT made and entered into as of the _____ day of _____, _____, by and jointly between RHODE ISLAND RESOURCE RECOVERY CORPORATION, a public corporation organized pursuant to the laws of the State of Rhode Island (hereinafter referred to as "the Corporation"), and **VENDOR** (hereinafter referred to as "the Vendor") with a place of business at _____

In consideration of the mutual covenants, promises, and payments reflected herein, the Vendor and the Corporation agree as follows:

1. **Term**. The term of this Agreement shall commence on or about DATE_____ and shall continue until DATE_____, unless sooner terminated as provided herein.

2. **Services**. The Vendor agrees to furnish all goods and/or services and agrees to perform all work in strict conformity with: (1) the Request for Proposals (RFP) No. ____ for PROCUREMENT TITLE dated _____;(2)**IF APPLICABLE**: the Q&A Memo OR Addenda No 1 dated _____, and (3) the vendors bid dated _____. These aforementioned documents are hereinafter referred to as the "Procurement Documents" and are incorporated into and made a part of this Agreement as if set forth in full herein. In any case where specific terms and conditions included in this Agreement differ from those terms and conditions set forth in the Procurement Documents, the terms of this Agreement shall govern.

3. **Payment**. It is expressly agreed that the Vendor shall bill the Corporation for the "items" according to the pricing recorded in their bid submittal and the Corporation shall make payment to the Vendor accordingly.

4. **Indemnification**. The Vendor will indemnify and hold the Corporation harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim including claims for loss of or damage to property, including the Corporation's property, and injuries to or death of persons, including the Corporation's employees, caused by or resulting from Vendor's, or Vendor's agents, or subcontractor's negligence or willful misconduct or breach of this Agreement. In any instance in which the Corporation claims indemnity under this paragraph, the Vendor shall have the duty to defend the Corporation in any litigation arising out of the occurrence from which the Corporation claims that the Vendor's indemnity obligation exists.

5. **No Assignment**. The Vendor may not assign, transfer, broker or otherwise vest in any other company, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of the Corporation.

6. **Successors and Assigns**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

7. **Litigation**. If the Corporation becomes involved in litigation with third parties concerning or relating in any way to the Vendor's services, whether such litigation occurs during or after the term of the Project, the Vendor agrees, at reasonable fees to be agreed upon by the parties hereto, to make its officers and employees available to the Corporation to consult, assist and cooperate in such litigation to the extent such consultation, assistance and cooperation may be required by the Corporation.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

9. **Compliance With State Law**. The Contractor warrants that neither it nor any of its principals, officers, agents or representatives authorized to make commitments on its behalf have ever been convicted of violating any statute relating to bribery, fraud, or bid-rigging in this state or in any other state in this country. Further, the Contractor agrees to perform all services and provide all goods called for by this Agreement in compliance with all Rhode Island laws.

10. **Entire Agreement**. This Agreement represents the entire understanding reached between the parties hereto and shall supersede or replace any prior understandings or agreements, whether or not in writing. Should the parties wish to modify the terms and conditions contained herein, the parties must evidence any such modified agreements in writing to be executed by all parties.

11. **Severability**. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

12. **Effective Date**. This Agreement shall be effective as of the date first written above.

13. **Notice**. Notices under this Agreement shall be provided to the Corporation at its usual place of business and to the Vendor at the address as written on Page 1 of this Agreement.

14. **Multi-year Contracts**. This Agreement is subject in all respects to the provisions of RIGL § 37-2-33, which provisions are incorporated by reference into this Agreement.

15. **Equal Opportunity Compliance.** This contract is subject in all respects to Federal and/or State Laws, rules, and regulations ("Laws") with regard to Equal Opportunity Compliance or similarly designated Laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

RHODE ISLAND RESOURCE RECOVERY CORPORATION ("the Corporation")

BY: _____
Luigi Vergato, Executive Director

BY: _____
Raymond Ivers, Chief Financial Officer

("the Vendor")

BY: _____

TITLE: _____
Title of Authorized Officer

ATTACHMENT D

On-site Customer Safety Policy

The following requirements have been put in place to help ensure the safety of Rhode Island Resource Recovery Corporation (RIRRC) customers and staff. Be advised that failure to comply with these may result in load rejection or offenders being permanently banned from the facility.

1. All customers are required to follow the direction of RIRRC staff when onsite with no exception.
2. Any accident or incident that occurs onsite is required to be immediately reported to the nearest RIRRC staff member.
3. High visibility vests or ANSI class 2 clothing, puncture resistant boots and long pants are required to always be worn on site. Use of designated facilities without these is prohibited as are the wearing of shorts, tennis, and open toed shoes.
4. Smoking, vaping, and salvaging are also prohibited on site as is the use of cell phones while operating any vehicle or hydraulic implements.
5. The speed limit on site is 15 MPH, no passing is allowed, and all drivers are required to obey posted traffic control devices.
6. RIRRC vehicles and equipment always have the right of way while onsite. As such, drivers must be prepared to slow down and stop at all intersections and equipment crossings.
7. All loads must remain covered until you have reached your designated unloading area. Tarps or covers should never be removed while on the scales or along our roadways.
8. Trucks using the landfill are expected to keep 15 feet apart while dumping in the active working area. If a vehicle pulls within 15 feet of your vehicle you should suspend operation until that vehicle has moved. Trailer dump trucks shall remain 50 feet apart when dumping.
9. Customers using the Transfer Station or Compost receiving area shall always remain with their vehicle and minors are not allowed outside the vehicle.
10. If you are dumping in line with other vehicles, you must wait for those on either side of you to come to a complete stop before exiting your vehicle.
11. Only the driver is allowed to exit the vehicle while in the active landfill working area. Once outside, he or she must always stay with their vehicle, shall not wander off or walk behind any vehicle or pass beneath or within any raised or open and unsecured tailgate.
12. Drivers are responsible for securing their own tailgates, turn buckles and latches and for

cleaning off any debris from aprons, bumpers, and tail gates prior to exiting the disposal area.

13. During inclement weather, exiting trucks may be diverted through the wheel washer. If the wheel wash diversion lane is in use you are required to use it.
14. Should a vehicle become stuck or disabled while onsite, RIRRC will tow it out of the traffic pattern with the driver's permission. In such instances drivers will be required to hook the tow chain, or cable to their vehicle to prevent damage. Any further towing services needed to remove the vehicle from the site will be the responsibility of the vehicle owner/operator.
15. All vehicles are subject to random load inspections by RIRRC staff while onsite. If selected for a random check, please cooperate with RIRRC staff to avoid unnecessary delays.

If at any time you feel you are in an unsafe situation, remain in your vehicle and contact RIRRC directly. Staff can be reached by telephone at (401) 228-3102 and via CB radio on channel 12. **In the event of an emergency dial 911 and report your address as 65 Shun Pike, Johnston, RI.**