



TO: All Interested Firms

FROM: Purchasing

RE: RFP No. 376 – CRUSHING SERVICES

DATE: October 22, 2026

Attached please find a Request for Proposals for CRUSHING SERVICES (RFP No. 376) 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 24, 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. 376 Enclosed – CRUSHING SERVICES"** 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. 376
FOR
CRUSHING SERVICES

October 22, 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. 376
CRUSHING SERVICES**

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 6, 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 SPECIFICATION

The Rhode Island Resource Recovery Corporation (the Corporation or RIRRC) is soliciting bids from qualified vendors to provide on-site crushing, material processing, screening, material separation, and stockpiling services at the Corporation's facility in Johnston, Rhode Island.

The Vendor shall furnish all labor, supervision, equipment, fuel, materials, permits, insurance, and incidentals necessary to complete the work in accordance with this specification and the Contract Documents and be within regulatory compliance.

The work generally consists of processing an existing stockpile of concrete demolition debris and producing two finished products: (1) R-4 Riprap, and (2) 4-inch-minus reclaimed processed material. The R-4 Riprap shall be the primary product, and the Vendor shall optimize processing operations to maximize production of conforming R-4 Riprap.

The existing stockpile is located approximately 1½ miles from the commercial entrance at 65 Shun Pike, Johnston, Rhode Island.

1. EXISTING MATERIAL / FEEDSTOCK

The existing stockpile consists primarily of non-contaminated concrete demolition debris, including concrete, asphalt, brick, rock, and miscellaneous rubble.

The stockpile may contain embedded or loose reinforcing steel, wire, metal, and other incidental materials associated with demolished concrete structures, including concrete foundations, manholes, and similar structures.

Individual pieces within the stockpile vary considerably in size. A substantial portion of the material may exceed one (1) cubic yard in size.

The Vendor shall provide equipment and processing methods capable of safely handling, breaking down, and preparing oversized material for introduction into the crushing and screening system.

The current size of this pile is approximately 21,000 cubic yards (31,500 tons), with additional material arriving monthly. We estimate approximately 45,000 tons of concrete material total will be on site when time to process through the awarded contract. These quantities are estimates for bidding and planning purposes only and are not guaranteed quantities.

2. REQUIRED FINISHED PRODUCTS

2.1 R-4 Riprap – Primary Product

The primary objective of the work is to produce R-4 Riprap with a nominal stone size range of 4 inches to 14 inches, in accordance with the applicable RIDOT riprap requirements identified in the Contract Documents.

The R-4 Riprap shall be conveyed and stockpiled in the designated R-4 stockpile area identified on the Stockpile and Travel Path Layout Plan (Attachment A). The Vendor should utilize stackers, loaders, or equivalent equipment to develop and maintain the finished R-4 Riprap stockpile.

2.2 Processed Material – Secondary Product

Material remaining after production of the R-4 Riprap shall be processed and stockpiled as 4-inch-minus reclaimed processed material.

The 4-inch-minus material shall be stockpiled in the designated area shown on the Stockpile and Travel Path Layout Plan (Attachment A). The Vendor should utilize stackers, loaders, or equivalent equipment to develop and maintain the finished 4-inch-minus reclaimed processed material.

RIRRC is not purchasing the two products under separate production unit prices. The applicable crushing unit price shall apply to the total tonnage of source material processed through the primary/main crushing operation, regardless of the final product stream into which the material is directed.

3. MATERIAL PROCESSING REQUIREMENTS

The Vendor shall furnish a complete crushing and screening operation capable of processing the existing stockpile and producing the two required finished products.

- Primary and secondary crushing equipment, as required;
- Screening equipment;
- Conveyors and stackers;
- Loaders and/or excavators;
- Hydraulic hammer or equivalent equipment for oversized material;
- Magnetic or other metal separation equipment;
- Dust suppression equipment; and
- Any other equipment necessary to complete the Work.

The Vendor shall determine the appropriate equipment configuration and processing methodology necessary to achieve the required finished products.

3.1 Oversized Material

The Vendor shall be responsible for breaking, hammering, or otherwise reducing oversized material as necessary to safely and effectively process the material through the crushing operation. Such activities shall be incidental to the crushing and processing bid item unless specifically identified as a separate bid item.

4. METAL AND NON-PROCESSABLE MATERIAL

The Vendor shall remove metal, reinforcing steel, wire, and other non-processable debris encountered during processing.

The Vendor shall segregate recovered metal, including reinforcing steel and wire, for recovery or recycling in accordance with this section. Recovered metal shall not be included in debris hauled to the landfill for disposal.

The Vendor shall haul all other non-processable debris, excluding recovered metal, from the project area on Lot 66 to the active landfill area for disposal as directed by RIRRC. RIRRC will not charge a disposal fee. All loading, hauling, and associated handling costs shall be included in the crushing and processing unit price. The Vendor shall coordinate with RIRRC Operations to weigh the debris at the Corporation's scale house prior to disposal.

The Vendor can remove and recover the metal material from the project as they choose. Any metal material left on site after demobilization should be in area and pile to limit interference with RIRRC's operation and will be deemed abandoned and become the Corporation's material for recycling.

The Vendor shall maintain the metal and non-processable material areas in an orderly condition and shall not allow recovered material to interfere with crushing, stockpiling, or site access.

5. STOCKPILING AND SITE LAYOUT

The Vendor shall establish and maintain its crushing and screening operation within the area designated by RIRRC.

Finished products shall be stockpiled in the locations identified on the Stockpile and Travel Path Layout Plan (Attachment A), which is incorporated into the Contract Documents by reference.

The Vendor shall maintain the required travel paths and operational clearances shown on the plan throughout crushing and stockpiling operations. The Vendor shall not place processed material, equipment, temporary stockpiles, or other obstructions within designated travel paths.

The Vendor shall coordinate stockpile development with RIRRC Operations to maintain access through the active work area. Vendor is responsible for all material handling required to perform the work in the processing and stockpile areas.

RIRRC may install concrete barrier blocks along portions of the site prior to Vendor mobilization to identify the needed travel paths. The Vendor shall work around those barriers and maintain required access. Installation of such barriers is not guaranteed.

6. PRODUCTION MEASUREMENT, WEIGHING & QUANTITY VERIFICATION

6.1 Payable Production

Payment for crushing and processing shall be based upon the total tonnage of source material processed through the Vendor's primary/main crushing operation, as measured by the approved belt scale in accordance with this specification.

The applicable crushing unit price shall apply to the total accepted tonnage processed through the primary/main crushing operation, regardless of whether the processed material ultimately becomes R-4 Riprap or 4-inch-minus reclaimed processed material.

The Corporation will not pay separate unit prices based upon the quantity of R-4 Riprap or 4-inch-minus material ultimately produced.

6.2 Belt Scale

The Vendor shall provide and maintain a belt scale at a location approved by RIRRC that measures material after it has passed through the primary/main crushing operation and before material is separated into the final stockpile streams, or at another location approved in writing by RIRRC.

Before commencing crushing operations, the Vendor shall submit the belt scale's manufacturer, model, serial number, stated accuracy, and current calibration documentation. The documentation shall identify the calibration date, procedures, results, and person or firm performing the calibration.

Following installation, the Vendor shall calibrate the belt scale in accordance with the manufacturer's instructions and verify its accuracy using the Corporation's scale house as the reference, following the procedure in Section 6.4. Belt scale verification is required to occur as close as possible to the beginning of the operational start to ensure the established payable tonnage is checked and approved in writing by RIRRC. The approach and frequency will need to occur throughout the duration of the project.

Recalibration and verification shall also be required following relocation, repairs, or adjustments that could affect weighing accuracy. All calibration, testing, and documentation costs shall be included in the crushing and processing unit price.

6.3 Daily Tonnage Records

The Vendor shall provide the RIRRC Project Manager with daily production records showing the date, product/processing designation, beginning belt-scale reading, ending belt-scale reading, daily production tonnage, and cumulative production tonnage. The method for providing the RIRRC Project Manager with this data should be outlined in the work plan.

6.4 Scale Verification

At least weekly during active crushing operations, the Vendor shall perform a verification of the belt scale. The verification shall consist of loading a truck with processed material, obtaining the belt-scale weight, and comparing that weight with the weight recorded at the Corporation's scale house. The Corporation's scale-house weight shall govern for purposes of resolving discrepancies. Corrections will be made by Vendor if belt scales are reading improperly prior to continuing with processing material. The Vendor shall provide documentation of each verification to RIRRC. Once the weekly documentation confirms accuracy, the Corporation will review the ability to go to bi-weekly.

6.5 Double Counting / Reprocessing

Material shall not be counted as payable production more than once. The Vendor shall configure and operate its processing system so that material recirculated, re-screened, or reprocessed does not result in duplicate measurement or payment.

If the Vendor's proposed processing methodology requires material to pass through the primary/main crushing operation more than once, the Vendor shall identify the methodology in its Technical Proposal and demonstrate how duplicate measurement will be prevented. RIRRC reserves the right to require modification of the proposed measurement or processing arrangement.

7. VENDOR-FURNISHED EQUIPMENT AND MOBILIZATION

The Vendor shall furnish all equipment, machinery, labor, supervision, and personnel necessary to complete the work. Equipment shall be suitable for the intended operation and maintained in safe and proper working condition.

The Vendor shall be responsible for mobilization, setup, operation, relocation, and demobilization of its equipment.

The Vendor shall prepare its crushing and loading area as necessary to conduct the work. The Vendor may utilize suitable material from the existing stockpile to construct temporary ramps or working surfaces, subject to approval by RIRRC. Vendor is required to remove any temporary ramps or working surfaces and restore area to existing conditions following completion of the project.

The Vendor shall maintain the work area surrounding the crushing and screening equipment in a safe and orderly condition.

8. CONTRACT TERM

The contract will commence upon signing and continue until June 30, 2027.

9. OPERATING HOURS

Crushing, screening, and associated processing operations shall be conducted only between 7:00 AM and 4:00 PM, Monday through Friday. No crushing or processing operations shall be conducted on weekends or holidays without prior written authorization from RIRRC.

10. DUST, NOISE AND ENVIRONMENTAL CONTROLS

The Vendor shall implement and maintain effective dust-control measures throughout crushing, screening, material handling, and stockpiling operations.

RIRRC will provide access to water from an existing on-site hydrant located approximately 1¼ miles from the crushing processing area. The Vendor is responsible for getting water from the hydrant as needed. The Vendor shall furnish hoses, piping, spray equipment, pumps, fittings, and other equipment necessary to apply water for dust suppression.

If RIRRC determines that dust emissions are not adequately controlled, the Corporation may direct the Vendor to modify or suspend operations until acceptable controls are implemented. No additional compensation shall be provided as a result of a shutdown caused by inadequate dust control.

The Vendor shall implement reasonable measures to control noise, tracking, debris, and other impacts associated with its operation.

11. SAFETY AND REGULATORY REQUIREMENTS

The Vendor shall comply with all applicable federal, state, and local laws, regulations, permits, codes, and standards applicable to the work, in addition to the RIRRC On-Site Safety Policy (Attachment F).

The Vendor shall obtain and maintain all licenses, registrations, permits, certifications, and approvals required to perform the Work, including applicable OSHA and MSHA requirements.

Prior to beginning work, the Vendor shall complete the RIRRC Vendor Safety Orientation Program and satisfy all site-specific safety requirements established by RIRRC.

The Vendor must provide documentation demonstrating that personnel assigned to the work have received all training required for their assigned duties prior to contract execution.

12. SITE-SPECIFIC HAZARDS

- Limited visibility and blind spots associated with material stockpiles;
- Heavy equipment and vehicle traffic;
- Interaction with RIRRC Operations;
- Moving crushing and screening equipment;
- Oversized concrete and demolition debris;
- Embedded reinforcing steel and wire;
- Dust and noise; and
- Changing stockpile elevations and configurations.

The Vendor shall establish appropriate barriers, warning devices, traffic controls, and other protective measures necessary to safely conduct its operations. Such measures shall be coordinated with RIRRC to maintain access to areas outside the Vendor's work zone.

Any spill, accidental discharge, injury, property damage, unsafe condition, or other incident shall be reported immediately to RIRRC.

13. BID SUBMISSION REQUIREMENTS

Bidders shall utilize Form 5 – Technical Proposal and provide, at a minimum:

- Proposed work plan and processing methodology;
- Proposed crushing, screening, conveying, stacking, and separation equipment;
- Proposed method for producing the primary R-4 Riprap and secondary 4-inch-minus product;

- Proposed method for handling oversized material and recovered metal/non-processable debris;
- Proposed dust-control measures;
- Proposed schedule and estimated duration;
- Safety plan;
- List of key personnel;
- Relevant project experience and references; and
- Proof of insurance meeting RIRRC requirements.
- Affirm ability to furnish and mobilize a complete crushing and screening spread;

The Vendor shall specifically identify its proposed method for preventing duplicate payment for material that may be recirculated or reprocessed.

14. SITE VISIT AND EXISTING CONDITIONS

A non-mandatory pre-bid site visit on October 30, 2026 @ 10AM will be provided for prospective bidders to inspect the existing stockpile, site access, proposed crushing area, stockpile locations, travel paths, and other existing conditions.

Bidders are responsible for becoming familiar with the nature and extent of the work and existing site conditions that may affect their operations, including site access, available working space, stockpile configuration, material characteristics, operational constraints, and interaction with RIRRC activities.

Failure to inspect the site shall not relieve the successful Vendor of its responsibility to perform the Work in accordance with the Contract Documents.

Vendors should meet at 34 Shun Pike, Johnston, RI, Administrative Building, and bring their PPE including eye glasses, safety boots, and vests. Vendors should also give RIRRC notice of their attendance by emailing purchasing@rirrc.org by October 28, 2026.

15. DELIVERABLES

- Completed R-4 Riprap stockpile meeting the specified requirements;
- Completed 4-inch-minus reclaimed processed material stockpile;
- Recovered metal removed by the Vendor or left in an orderly stockpile for RIRRC recycling, and non-processable debris hauled to the active landfill for disposal, in accordance with Section 4;
- Required daily production records;
- Required scale-verification records;
- Maintained travel paths and site access throughout the Work; and
- Daily coordination/progress information as directed by the RIRRC Project Manager.

16. MEASUREMENT AND PAYMENT

Payment shall be made only for accepted quantities of source material processed through the primary/main crushing operation and measured in accordance with Section 6.

The crushing and processing unit price shall apply to the total accepted tonnage processed through the primary/main crushing operation, regardless of the quantity of R-4 Riprap or 4-inch-minus material ultimately produced.

Bid prices shall include all labor, supervision, equipment, fuel, materials, insurance, permits, mobilization, demobilization, processing, screening, metal separation, oversized-material handling, dust control, stockpiling, and incidentals necessary to complete the work, except where specifically identified as a separate bid item.

Only quantities actually produced, measured, accepted, and authorized by RIRRC will be paid. An increase or decrease in actual processed quantity shall not, by itself, constitute grounds for adjustment of the Vendor's unit prices.

Invoices shall be submitted monthly and shall include all required daily tonnage slips and scale-verification documentation for the invoice period. Invoices lacking required production documentation may be withheld until the documentation is provided.

The Corporation is exempt from State sales tax. All bid prices shall include applicable taxes and fees for which the Vendor is responsible.

17. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The methods of measurement and basis of payment for the bid items are specified below. All work necessary to furnish the finished products and comply with the Contract Documents shall be considered incidental unless expressly identified for separate payment.

18.1 BID ITEM 1 – MOBILIZATION/DEMobilIZATION

Payment Unit: Lump Sum

This bid item shall include the Vendor's mobilization to the site, transportation and setup of the crushing spread, site preparation directly associated with mobilization, equipment setup, and final demobilization at completion of the authorized Work.

The total amount bid for Mobilization/Demobilization shall not exceed five percent (5%) of the evaluated crushing and processing cost for bid item 2, calculated as 45,000 tons multiplied by the bid item 2 unit price. The Corporation may reject or require correction of a Bid that exceeds this limitation.

The Mobilization/Demobilization bid item shall be applicable to the contract term. One-half of the payment will be made once the Contactor has completed the mobilization and one-half will be paid once the demobilization is completed and the site is restored.

18.2 BID ITEM 2 – CRUSHING AND PROCESSING OF CONCRETE DEMOLITION DEBRIS

Payment Unit: \$/Ton

The estimated quantity for bidding purposes is 45,000 tons.

Payment shall be based on the total accepted tonnage of source material processed through the primary/main crushing operation, as measured by the approved belt scale and verified in accordance with this specification.

The unit price shall include all labor, equipment, fuel, crushing, screening, oversized-material reduction, metal separation, material handling, stacking, dust control, normal maintenance, and incidentals necessary to produce the required R-4 Riprap or 4-inch-minus reclaimed processed material.

No separate payment shall be made for the quantity of R-4 Riprap or 4-inch-minus material produced. The same source material shall not be measured or paid more than once.

19. GENERAL / ADMINISTRATIVE REQUIREMENTS

In the event of conflict between this specification and another Contract Document, the order of precedence established in the General Conditions and procurement documents shall govern. Where the procurement documents specifically establish a different order of precedence, that provision shall control.

All activities required to provide the work, whether expressly stated or required by applicable laws, permits, regulations, or accepted industry practice, shall be considered incidental to the bid items unless specifically identified for separate payment.

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 D shall be submitted with each Invoice.**
- **Multi-year Contracts:**
This agreement is governed by the provisions of R.I.G.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 C, 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. <u>EVALUATION CRITERIA</u>	Maximum Points
1. Overall qualifications and experience of the vendor personnel. Current references of businesses the vendor has serviced.	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

The Corporation may evaluate the Technical Proposal based on the Bidder's experience, proposed processing methodology, equipment capability, staffing, safety approach, and ability to meet the requirements of the Contract.

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.

IV. **GENERAL TERMS AND CONDITIONS**

Refer to Attachment C "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. 376 Enclosed – CRUSHING SERVICES."** 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 24, 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. 376 - CRUSHING SERVICES

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. 376, dated October 21, 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. 376 - CRUSHING SERVICES

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:

Minimum five (5) years of experience performing concrete crushing or substantially similar material-processing operations.

FORM 2 - STATEMENT OF QUALIFICATIONS (page 2 of 2)
RFP NO. 376 – CRUSHING SERVICES

PART II - Please respond to the following questions:

	<u>YES</u> <u>NO</u>
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. 376 - CRUSHING SERVICES

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. 376 - CRUSHING SERVICES

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 complete, comparable project. 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. 376 - CRUSHING SERVICES

Please complete this form and include it with your Bid. **The Bidder should 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:

Section 14. Bid Submission Requirements:

Section 6.5 Double Counting/Reprocessing alternative methodology (if applicable):

FORM 6 - COST FORM

RFP NO. 376 - CRUSHING SERVICES

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 _____

The estimated 45,000 tons is provided for evaluation purposes only and is not a guaranteed quantity.

Bid Item	Description	Unit	Estimated Qty.	Unit Price	Extended Price
1	Mobilization / Demobilization	Lump Sum	1	\$ _____	\$ _____
2	Crushing and Processing of Concrete Demolition Debris	Ton	45,000	\$ _____ / ton	\$ _____
	TOTAL EVALUATED BID				\$ _____

Mobilization/Demobilization: Bid Item 1 shall not exceed five percent (5%) of the evaluated crushing and processing cost for Bid Item 2, calculated as 45,000 tons multiplied by the Bid Item 2 unit price.

- The 45,000-ton quantity is an estimated quantity used for bid comparison and evaluation. Actual quantities may be greater or less than the estimate.
- The Contractor is paid for accepted source tonnage processed through the primary/main crushing operation, not for separate quantities of finished R-4 Riprap and 4-inch-minus material.
- No additional payment will be made for screening, recirculation, rehandling, stacking, metal separation, oversized-material reduction, or other incidental processing activities unless expressly identified as a separate Bid Item.

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. 376 – CRUSHING SERVICES

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. 376 - CRUSHING SERVICES (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. 376 - CRUSHING SERVICES (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

CONCRETE
STOCKPILE



STOCKPILE & TRAVEL PATH LAYOUT CONTRACTOR REQUIREMENTS

1. Develop and maintain the following two (2) products:
 - R-4 RIPRAP (4"-14")
 - RECLAIMED PROCESSED MATERIAL (4"-MINUS)
2. Maintain travel paths as shown:
 - 50' between stockpiles
 - 20' along outer treeline (left side)
 - 50' offset above R-4 riprap pile for drainage
3. Travel paths shall be kept clear, graded and maintained in a safe and passable condition at all times.

R-4 RIPRAP
(4"-14")
STACKER
DISCHARGE AREA

RECLAIMED
PROCESSED
MATERIAL
(4"-MINUS)
STACKER
DISCHARGE AREA

CONCRETE
DEMOLITION
DEBRIS
STACKPILE
TO BE CRUSHED

ATTACHMENT B



Rhode Island Resource Recovery

Surveyed Jul 20, 2026

Coordinate reference system: RIRR_JXL_04_02_19.jxl

MEASUREMENT REPORT

Prepared by Dan Szetela Aug 24, 2026

[View in Propeller](#)





Surveyed Jul 20, 2026





STOCKPILE

Map referenc e / legend	Measure ment name	From	To	Material ID	Material name	Density (t/yd³)	Unit Value (\$/t)	Mass (tn) (cut)	Value (\$)	Volume (yd³) (fill)	Volume (yd³) (net)	Volume (yd³) (cut)	Max elevation (ft (US))	Min elevation (ft (US))
1	Concrete Demo	Mar 31, 2026	Smart Volume Surface					—		422	-19,874. 3	20,296. 3	417.3	396.8

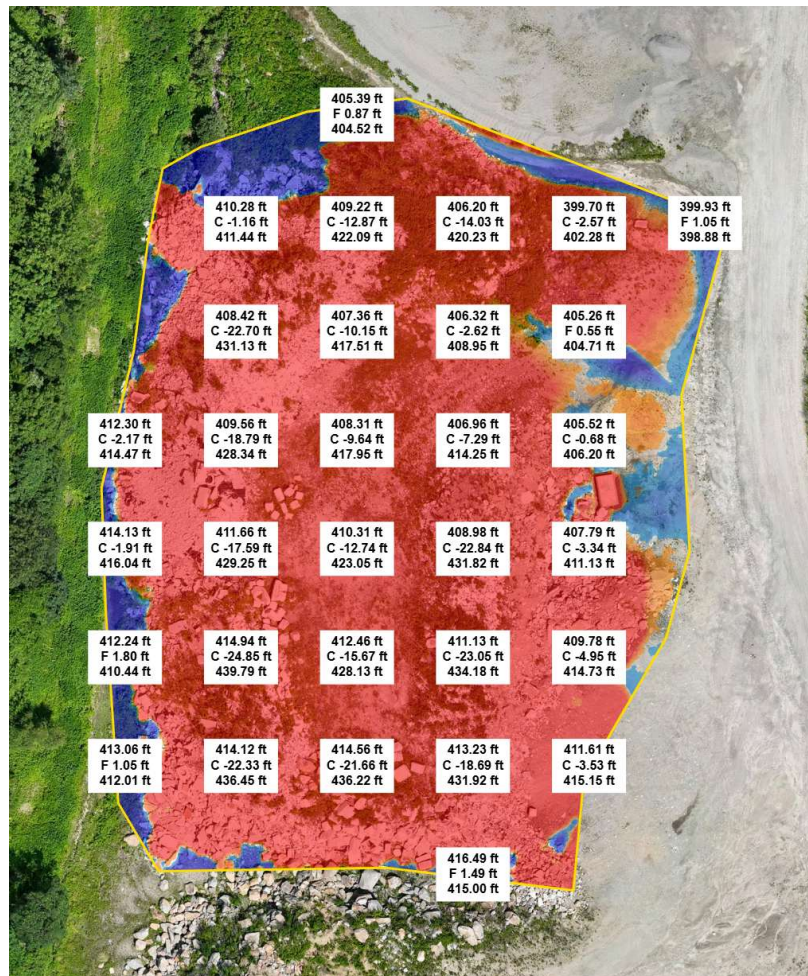


1



Concrete Demo

Map reference / legend	1
Measurement name	Concrete Demo
Created date	Jul 10, 2024
From	Mar 31, 2026
To	Smart Volume Surface
Volume (yd ³) (fill)	422 yd ³
Volume (yd ³) (net)	-19,874.3 yd ³
Volume (yd ³) (cut)	20,296.3 yd ³
Max elevation (ft (US))	417.3 ft (US)
Min elevation (ft (US))	396.8 ft (US)



ATTACHMENT C



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).

Date of Publication: 2/28/2018/Revised 2020

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 D

Office of Diversity, Equity and Opportunity (ODEO)
MBE Compliance Office
1 Capitol Hill, 3rd Floor
Providence, RI 02908

(401) 574-8670
www.mbe.ri.gov

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 E
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 F



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

Last updated: 12/17/21; visit www.rirrc.org for most up-to-date version.

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.**