



TO: All Interested Firms

FROM: Purchasing

RE: RFQ No. 503 – MATERIALS RECYCLING FACILITY DESIGN AND CONSTRUCTION CONSULTING

DATE: June 4, 2025

Attached please find a Request for Qualifications for MATERIALS RECYCLING FACILITY DESIGN AND CONSTRUCTION CONSULTING (RFQ No. 503) issued by the Rhode Island Resource Recovery Corporation (the Corporation).

Therefore, the Corporation invites all interested firms to submit qualifications to provide the goods and/or services described in Section II of this RFQ.

Qualifications are to be received at the Corporation's Office Building in Johnston **no later than 4:00 P.M. on July 16, 2025.**

LATE SUBMITTALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

The physical package must be sealed and be clearly and conspicuously marked on the outside with the vendor's name and identified as follows: " **RFQ No. 503 – MATERIALS RECYCLING FACILITY DESIGN AND CONSTRUCTION CONSULTING**" 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 submittal date.

Attachment

REQUEST FOR QUALIFICATIONS - NO. 503

FOR

**MATERIALS RECYCLING FACILITY DESIGN AND CONSTRUCTION
CONSULTING**

June 4, 2025

Issued by:

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

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

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. Introduction and General Information	1
1. Rhode Island Resource Recovery Corporation	
2. Prohibited Contacts	
3. Pre-Proposal Virtual Conference	
4. Cone of Silence	
II. Scope of Work/Technical Specifications	3
III. Qualification Requirements and Procedures	7
1. Qualification Content	
2. Minimum Criteria for Responsive and Responsible Qualifications	
IV. General Terms and Conditions	9
 Attachment A: “General Conditions of Purchase”	
 Attachment B: Office of Diversity, Equity and Opportunity Table (If applicable)	
*Submitted with invoice.	

**RHODE ISLAND RESOURCE RECOVERY CORPORATION
REQUEST FOR QUALIFICATIONS NO. 503
MATERIALS RECYCLING FACILITY DESIGN AND CONSTRUCTION
CONSULTING**

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. **Prohibited Contacts.** All Vendors, 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 RFQ other than with the consent of the Corporation's Chief Financial Officer or his designee. Failure of any Vendor to adhere to this prohibition may, at the sole discretion of the Corporation, result in disqualification and rejection of any qualification. 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.
3. **Pre-Proposal Virtual Conference.** A virtual Pre-Bid Conference will be held on June 25, 2025 @ 2 P.M. All bidders are strongly encouraged to attend. A Microsoft Teams link will be sent to all vendors that are registered by email confirmation to purchasing@rirrc.org by the notification date of June 24, 2025, 4 P.M.
4. **Cone of Silence.** To ensure a proper and fair evaluation, RIRRC has established a "cone of silence" applicable to all RFQs. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The cone of silence will be imposed on all RFQs beginning with advertisement for the same and ending with the contract award.

The cone of silence prohibits any communications whether in writing or verbally regarding RFQs between:

- A potential proposer (which includes vendors, service providers, bidders, lobbyists and consultants) and their representative(s) and RIRRC staff or RIRRC consultants engaged to assist RIRRC on the RFQ, except for communications with RIRRC's procurement agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters of the Competitive Selection Process.
- A potential proposer and their representative(s) and a RIRRC Board member.

- A potential proposer and their representative(s) and any member of the selection committee or negotiation team.

Further, Proposer(s) shall not offer any gratuities, favors or anything of monetary value to any RIRRC employee or Board member in connection with any competitive procurement.

Unless specifically provided otherwise in the applicable solicitation document, in addition to the exceptions set forth above, the cone of silence does not apply to:

- Communications with RIRRC's legal department.
- Oral communications at the pre-proposal or pre-bid conference.
- Oral communications during publicly noticed selection committee meetings that are specifically for presentations, demonstrations or interviews.
- Oral communications during publicly noticed negotiation meetings.
- Oral communications during any duly noticed Board meeting.
- Communications relating to protests made in accordance with the State Purchases Act.

Any violation of the cone of silence by a respondent and their representative(s) will render voidable their response as well as any resulting contract awarded to them.

Any communications regarding matters of process or procedure from a respondent or lobbyist must be submitted to the assigned procurement agent.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The Rhode Island Resource Recovery Corporation (“RIRRC”) is seeking qualifications from qualified firms to guide RIRRC through the process of evaluating available alternatives for the potential design and construction of its Materials Recycling Facility (“MRF”). This Request for Qualifications (“RFQ”) is issued pursuant to R.I. Gen Laws §37-2-66, and describes RIRRC’s requirements and evaluation criteria.

The anticipated timeline for the selection process is as follows:

Advertisement	June 4, 2025
Notification Deadline for Pre Proposal	June 24, 2025 @ 4 P.M.
Pre Proposal Meeting	June 25, 2025 @ 2 P.M.
Deadline for Questions	June 30, 2025 @ 8 A.M.
Q&A Memo/Addendum Issued	July 7, 2025
Deadline for Submissions	July 16, 2025 @ 4 P.M.
Interviews (anticipated, subject to change)	TBD

General Overview

- To provide technical and strategic (industry expert) advice throughout the planning and procurement process.
- Feasibility study of modifying existing MRF versus development of new MRF.
- To guide future processes
- Act as Owner’s Project Manager to assist RIRRC through entire life cycle of the project.
- To assist in the development of procurement documents in accordance with Rhode Island state law.
- To ensure alignment with state solid waste and recycling policy goals and applicable environmental permitting requirements.

Preliminary Planning and Feasibility

- Conduct facility assessment for existing MRF processing, tipping, bale storage, and space requirements.
- Review of current and proposed traffic flow, truck queuing, and scale requirements.
- Facility throughput evaluation for current and future volumes. Reviewing and understanding of proposed and future regulations.
- Market area study for planning and potential changes in composition and materials to be processed.
- Conduct needs assessments and regional market analysis for recyclable materials.
- Evaluate existing waste stream composition and processing infrastructure.
- Identify and assess potential sites for environmental suitability and logistical viability.
- Prepare a preliminary cost-benefit and lifecycle analysis of proposed facility options.

Regulatory and Legal Compliance

- Work with RIRRC legal counsel to review applicable State and Federal Laws and regulations where necessary.
- Perform code requirement support for either improving existing MRF or construction of new MRF.
- Evaluation of utility needs for new facility and equipment (electrical, water, sewer, gas, etc.) and guidance on utility connections.

- Provide guidance needed during permitting requirements, including RIDEM (Rhode Island Department of Environmental Management) approvals and any applicable federal requirements.

Technical Planning and Design Consultation

- Assist in defining facility design criteria, processing capacity, and technology specifications.
- Advise on environmental controls, energy efficiency, and sustainability features through LEED, The Green Buildings Act, or similar standards.
- Prepare preliminary concept site layout and floor plan options based on the needs of the site and facility.
- Inclusion of full education center and training room to be used for public tours of the building and facility processes.

Procurement and Contracting Support

- Recommend procurement instruments (i.e. construction manager at risk, design-build etc.)
- Assist in developing Requests for Proposals (RFPs), Invitations for Bids (IFBs), or other procurement instruments in compliance with Rhode Island procurement laws (Title 37, Chapter 2).
- Assist in proposal evaluation criteria and scoring methodologies.
- Provide support in pre-bid meetings, vendor Q&A, and selection processes.

Project Coordination and Advisory Services

- Participate in project meetings and public hearings as needed.
- Prepare presentations, briefing materials, and decision-support documents.
- Provide ongoing advisory services during procurement, negotiation, and initial stages of implementation.

Deliverables

Key deliverables may include but are not limited to:

- Feasibility and Site Assessment Report
- Regulatory Compliance Summary
- Draft and Final Procurement Documents
- Preliminary design documents or concepts
- Meeting Minutes and Advisory Memos

The following alternative is supplemental and is not a mandatory component of this submission. However, if the responding firm so chooses, it may include in its submission the following alternatives. RIRRC may choose to select a firm with or without this alternative proposal.

Alt 1 – Design Capabilities of Firm

- Geotechnical drilling and evaluation of subsurface conditions
- 30% design of site layout and floor plans and preparation of final design requirements to be used for RFP of design/bid
- Stormwater design and permitting with RIDEM/RIPDES
- Utility planning:

- Power loading requirements for selected equipment and buildings
 - Water study – pressure and water demand needs
- Spill Prevention Control and Countermeasure (SPCC) Plan Preparation
- Evaluation and selection of single stream recycling equipment
- Construction Quality Assurance Services through Construction
 - Full and part time field oversight of the Contractor as Owner’s representative
 - Building Commissioning and Testing
 - Building Start up and Staff Training (along with Contractor)
 - Reviewing and responding to Requests for Information
 - Reviewing and approving submittals and shop drawings
 - Reviewing Contractors payment requisitions and change orders
 - Running construction meetings, preparing and distributing meeting agendas and minutes
 - As-built Reviews

SUBMITTAL AND EVALUATION CRITERIA

Submittals shall include the following items which will assist in the evaluation:

- Cover Letter (one page, single sided)
- Executive Summary (which should not exceed one page, double sided)
- Resumes (each resume should not exceed one page, double sided)
- Description of similar projects with similar deliverables, in as much detail as possible
- Professional References
- Fee Schedule (As Attachment)

RIRRC will evaluate the proposals based upon the following factors.

(1) Proposed project team and qualifications: Competence to perform the services as reflected by technical training and education; general experience; experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the services;

(2) Capacity and availability: Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the services expeditiously.

(3) Demonstrated experience with MRF or similar infrastructure: Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines.

(4) Fee Structure

INSURANCE REQUIREMENTS

Evidence of insurance as specified in the General Term & Conditions (See Attachment A)

ADDITIONAL REQUIREMENTS

Campaign Finance Compliance

§ 17-27-2. Affidavits required. In connection with contracts for goods or services to be provided at a cost of five thousand dollars (\$5,000) or more between a state vendor and a state agency, whether written or unwritten, the state vendor shall execute, under oath, an affidavit concerning reportable contributions pursuant to chapter 25 of this title. If the state vendor has, within the twenty-four (24) months preceding the date of the contract, contributed an aggregate amount in excess of two hundred fifty dollars (\$250) within a calendar year to any general officer, any candidate for a general office, any member of the general assembly or candidate for the general assembly, or any political party; the state vendor shall file the affidavit with the board of elections and shall list the name of the general officer, member of the general assembly or candidate or political party, the amount and date of each contribution made during the preceding twenty-four (24) months and the total gross amount, in dollars, of contracts entered into between the state vendor and all state agencies during that period of time. Failure to comply may result in civil penalties levied by the Board of Elections in accordance with the applicable statutory provisions. The link for the affidavit is: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

Major State Decision-Maker

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L. § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

CONTRACT TERMS:

The contract will commence upon execution and continue until payment of invoices.

III. QUALIFICATION REQUIREMENTS AND PROCEDURES

1. Qualification Content.

Vendors are to follow the instructions below concerning Qualification submission. The following items **must be included** in the Vendor's submission:

RIRRC requires respondents to keep proposal to a maximum of ten (10) double sided 8 ½ x 11 pages, no less than size 12 font, including:

- Cover Letter (one page, single sided)
- Executive Summary (which should not exceed one page, double sided)
- Resumes (each resume should not exceed one page, double sided)
- Description of similar projects with similar deliverables, in as much detail as possible
- Professional References
- Fee Schedule (As Attachment)

RIRRC will not accept videos, simulations, or other electronic presentations for this submittal. However, such electronic information may be presented during an interview process for any shortlisted proposers.

Proposing FIRM's shall submit three (3) printed copies of the proposal to:

Attention: Purchasing
34 Shun Pike
Johnston, RI 02919

**All proposal packages shall be clearly marked on the outside with attention of:
Attn: RFQ 502 – Materials Recycling Facility and Construction Consulting**

The proposal must be received no later than 4 P.M., **July 16, 2025**. RIRRC accepts deliveries during normal business hours Monday through Friday 8:30am to 4:00pm ET excluding national and local state holidays. It is the sole responsibility of the responding firm to ensure delivery of its proposal/bid on or before the due date/time. RIRRC will not accept any bid/proposal that is received after the due date/time with NO EXCEPTIONS. RIRRC will not accept electronic submissions (email, web, fax, etc.). Questions concerning this solicitation should be directed, via email, to purchasing@rirrc.org no later than **8 A.M., June 30, 2025**. RIRRC will respond to all relevant questions no later than **end of day, July 7, 2025**, via Q&A Memo/Addendum. This Q&A Memo/Addendum will be posted to RIRRC's website.

2. Evaluation and Award.

Qualifications will be evaluated by Corporation staff based upon the contents of the Vendor's package received in accordance with this RFQ, with only those clarifications or corrections which may be permitted by the Corporation's procurement rules.

A. <u>EVALUATION CRITERIA</u>	Maximum Points
1. Proposed project team and qualifications	30
2. Capacity and availability	30
3. Demonstrated experience with MRF or similar infrastructure	30
4. Fee schedule	10

Proposals will be evaluated by a Selection Committee, which will be seeking to distinguish which proposer has, through the appropriate combination of several criteria, the abilities to best perform the required services to the satisfaction of RIRRC. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria:

RIRRC reserves the right to interview some, all, or none of the firms responding to this solicitation based solely on its judgment as to the firm's proposals and capabilities. Please note, RIRRC will release TBD dates for any potential interviews post submittal deadline. RIRRC expects to notify proposers no later than August 6, 2025. RIRRC reserves the right to request and consider additional information from submitters and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least one hundred twenty (120) days after the time and date set for submission.

RIRRC accepts no financial responsibility for any costs incurred by a firm in responding to this solicitation, participating in oral presentations, or meeting with RIRRC prior to being awarded the contract. The proposals in response to this solicitation become the property of RIRRC and may be used by RIRRC in any way it deems appropriate. All information submitted in response to this solicitation is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firms may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If firm does not submit a redacted public copy, RIRRC assumes that firm is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure. By submitting a proposal, the firm certifies that it has fully read and understands the **RFQ**, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed.

RIRRC reserves the right to waive any irregularities and technical defects. RIRRC reserves the right to modify, amend or waive any provision of this RFQ, prior to the issuance of a contract for the consulting services.

ISBE Participation – 6 pts (bonus points)

- i. ISBE means small business enterprises that are owned and controlled by one or more individuals who are women or minorities as defined by R.I. Gen. Laws § 37-14.1-3 or a small business enterprise that is owned and controlled by one or more individuals with disabilities as defined by R.I. Gen. Laws § 37-2.2-2.

- ii. To be recognized under this policy, the business must be certified by Rhode Island's Office of Diversity, Equity and Opportunity (ODEO).
- iii. Proposing firms shall submit its proposed ISBE participation rate in a sealed envelope using the form contained as Appendix A. Any firm that does not include an ISBE participation rate shall receive zero (0) ISBE participation bonus.
- iv. ISBE participation will allow a proposing firm to receive a maximum of six (6) bonus points that will be added to its overall score, depending on the proposing firm's ISBE participation rate.
- v. ISBE rate shall be determined by the following method:
 - 1. If the proposing firm is an ISBE firm then it shall receive the maximum six (6) bonus points.
 - 2. If none of the proposing firms are considered ISBE, then the ISBE participation rate shall be expressed as a percentage of work anticipated to be subcontracted to ISBEs based on the proposing firm's total work on the project.
 - 3. The firm with the highest ISBE participation rate shall receive the maximum six (6) points, all other proposers shall receive ISBE participation points by applying the following formula:
 - The proposer's ISBE participation rate divided by the highest ISBE participation rate multiplied by the maximum ISBE

IV. GENERAL TERMS AND CONDITIONS

Refer to Attachment A "General Conditions of Purchase"

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).

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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.

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

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
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