

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

GENERAL GUIDELINES FOR COMPLETING REQUEST FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist prospective proposers in successfully completing the necessary Proposal paperwork. You are strongly encouraged to read the Instructions for Proposers Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Proposal being ruled non-responsive. Non-Responsive Proposals **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The forms that are checked off are the only ones that apply to this Proposal. Please submit them in the correct order by Page Number.
- **In the event the Proposal requests specific information; Please use the forms provided, attach additional sheets to the forms if necessary. DO NOT substitute your own forms.**
- If a form does not apply to your business or Proposal, please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBES, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary Paperwork DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.
- Make Sure the Proposal Response is received by the RIPTA Purchasing Department by the designated date and time. Late Proposals will not be accepted.
- It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Proposal is returned in a **Sealed** Envelope or Box **CLEARLY LABELED** with the following Information: **Proposal Number and what the Proposal is for. This information should be in the lower left-hand corner.** The envelope or box should also be labeled **Proposal DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager (401) 784-9500 extension 1214 for assistance.
- **Proposal must be submitted pre-punched for standard three ring binders. A binder is not required. Spiral bound Proposal submittals WILL NOT be allowed. Please note that United Parcel Service will not deliver to our address.**
Please do not wait until the last minute with questions. RIPTA has limited Staff, which may not be available at all times.

Please refer to Page 88 for Scope of Work

The following label shall be affixed to the envelope or package containing the Proposal response documents. It is imperative that his label be affixed to ensure the Proposal documents are received and routed in the proper manner:

Return Address

PROPOSAL DOCUMENTS ENCLOSED

CONTRACTS MANAGER
Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907

PROPOSAL NUMBER: **23-23**

PROPOSAL FOR: **Hazardous Waste Services**

DUE: **March 7, 2023**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

REQUIRED COMPANY INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract. **ALL SECTIONS OF THIS FORM MUST BE FILLED OUT COMPLETELY**

THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11.

THIS FORM IS REQUIRED FOR ALL PROPOSERS, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS AND SUBCONTRACTORS

PLEASE PRINT OR TYPE YOUR INFORMATION

COMPANY NAME _____

COMPANY STREET ADDRESS: _____

COMPANY MAILING ADDRESS: _____

COMPANY REMIT TO ADDRESS: _____

COMPANY CONTACT PERSON: _____

COMPANY TELEPHONE NUMBER: _____

EMERGENCY 24 HOUR TELEPHONE NUMBER(S) (IF APPLICABLE): _____

COMPANY TELEFAX NUMBER: _____

COMPANY CONTACT EMAIL: _____

AGE OF THE FIRM (YEARS): _____

ANNUAL GROSS RECEIPTS (DOLLARS): _____

AVG 3 YEAR GROSS RECEIPTS LESS THAN 23.98 MILLION YES NO

DOES THE STATE OF RHODE ISLAND AS CERTIFY YOUR FIRM A DISADVANTAGED BUSINESS ENTERPRISE? _____

DUNN AND BRADSTREET NUMBER: _____

NAICS CODE: _____ INDUSTRY _____

NAICS Code can be found at the following website: www.naics.com

COMPANY STATUS: PRIME CONTRACTOR SUBCONTRACTOR

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-23

REQUEST FOR PROPOSALS

PROPOSAL NO: 23-23

DATE OF INVITATION: February 3, 2023

PRE-PROPOSAL MEETING: Not Applicable

PROPOSAL RECEIPT DATE: March 7, 2023

FURNISHING OF: Hazardous Waste Services

FEDERAL TRANSIT ADMINISTRATION PROJECT NO. Various FTA Grants

The participant shall specify the official name of his/her company in the upper left-hand corner of the Proposal Response Envelope and show **PROPOSAL NO: and Proposal Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Proposals will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The Proposers shall execute the offer form enclosed herewith. The Proposers shall return **Two copy (ies)** with the **original** Proposal.

RIPTA RESERVES THE RIGHT TO REJECT PROPOSALS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER PROPOSAL RESPONSE ENVELOPE FORMAT.

RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL PROPOSALS.

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I. CALENDAR

A. Date of Invitation: February 3, 2023

B. Pre-Proposal Conference:

1. **Date:** Not Applicable
2. **Time:** 1:00 p.m. Eastern Time
3. **Place:** RIPTA Board Conference Room
269 Melrose Street, Providence, RI

Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Proposal Meeting.

Safety Vests are required if you plan on touring any RIPTA Facilities other than the Conference Room as part of this meeting.

C. Request for Approved equals and Questions

must be submitted **ELECTRONICALLY IN MICROSOFT WORD FORMAT** to RIPTA Contracts Manager by:

1. **Date:** February 20, 2023
2. **Time:** 1:00 p.m. Eastern Time
3. **Response to approved equals:** 10 - 14 days prior to Proposal opening.

Please submit all of your questions in writing in one document by the deadline above; do not submit them piecemeal.

Requests for Approved Equals must be accompanied by adequate Technical Information for the Authority to review. Requests submitted with insufficient information will not be considered.

Requests for Approved Equals/Questions submitted after the deadline will NOT be considered

It should be noted that Requests for Approved Equals/Questions can be used for both questions regarding the technical specifications and regarding contractual terms and conditions

Approved Equals must be submitted by the Prime Contractors only. Potential Subcontractors must coordinate with Prime Contractors for submission of any products they wish to submit.

D. Proposal Receipt:

1. **Date:** March 7, 2023
2. **Time:** 1:00 p.m. Eastern Time

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-23

II. NOTICE TO OFFERORS

A. DATE: February 3, 2023

The Rhode Island Public Transit Authority (RIPTA) is requesting Proposals for the following:

Hazardous Waste Services

All Proposals shall be submitted in the required format and quantity as set forth in the RFP. This Proposal must be received by March 7, 2023 at 1:00 p.m. Eastern Time by the Purchasing Department, Room 217, 705 Elmwood Avenue Providence, Rhode Island 02907. **Please be advised that United Parcel Service does not deliver to this address.**

Award of contract is subject to financial assistance of 80% from the U.S. Department of Transportation (FTA Project Various FTA Grants) and 20% from RIPTA. The successful Proposer shall comply with the conditions and terms applicable thereunder.

A Pre-Proposal Meeting will be held at the RIPTA Transportation Building Conference Room, 269 Melrose Street Providence, RI at 1:00 pm Eastern Time on Not Applicable.. Proposers are expected to download and review the Proposal Technical Specifications prior to the pre-Proposal meeting.

The successful Proposer shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Proposers are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this Proposal. All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.

The RIMBE Website address is <http://odeo.ri.gov/offices/mbeco/dbe-program.php>

The Disadvantaged Business Enterprise goal for this project is Not Applicable %

The successful Proposer shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the IFB is available on the State of Rhode Island, Department of Administration, Division of Purchases Website.

<http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>

RIPTA Solicitations can be found in the Quasi-Public Sector, listed under the Rhode Island Public Transit Authority. Bidders must **download the Bid documents and complete the required forms.**

If you are unable to access the Internet, a printed copy of the Proposal may be obtained from RIPTA's Purchasing Department by calling Sheryl Gomes at (401) 784-9500, ext. 1281.

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III. CONTACT LIST

Please contact RIPTA's Contracts Manager with any questions you may have regarding this Procurement.

A. Contracts Manager

Ms. Sheryl Gomes

Phone: (401) 784-9500 extension 1281

sgomes@ripta.com

All contacts with the Authority regarding this Procurement Action shall be directed to the RIPTA Contracts Manager. The Contracts Manager will contact the appropriate RIPTA Staff as needed. The Authority does not assume responsibility for the accuracy of information obtained from other RIPTA Staff.

Failure to adhere to this procedure may result in rejection of your Proposal.

IV. PUBLIC COPY OF PROPOSAL SUBMITTAL

Each Proposers must submit a copy of their proposal submittal to be available for public inspection upon opening of the proposals. The burden to identify and withhold from the public copy that is released at the proposal opening any trade secrets, commercial or financial information or other information the Proposers deems not subject to public disclosure pursuant to Chapter 38-2 of the Rhode Island Access to Public Records Act shall rest with the Proposers submitting the proposal. Failure to submit a "Public Copy" will result in the submitted copy being deemed available to the public.

V. ELECTRONIC COPY OF THE PROPOSAL RESPONSE

Each Proposer must submit an electronic copy of their Proposal Response. **The electronic version shall be CD or other electronic media.** This is in addition to the number of printed copies requested elsewhere in this document. **This must be submitted WITH the proposal, NOT sent separately. Please DO NOT Password Protect the electronic version.**

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VI. INSTRUCTIONS FOR PROPOSERS

A. Definition of Terms.

Whenever herein or in the Proposal contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. Procuring agency

Procuring Agency is defined as the Rhode Island Public Transit Authority.

2. RIPTA

RIPTA shall refer to the Rhode Island Public Transit Authority.

3. Contractor

Contractor shall mean the successful Proposers to whom a contract is awarded.

4. Request for Proposals (RFP)

Request for Proposals shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Request for Proposals, the Instructions for Proposers, Supplemental Conditions, Specifications, Proposal Form, Proposal Attachments, and Addenda, if any. Proposals shall be in strict accordance with the Terms of the RFP.

5. Authorized Signature.

The person who is executing this contract on behalf of the Proposers and who is authorized to bind the Proposers.

6. Request for Proposals.

The advertisement of the issuance by RIPTA of a Request for Proposals, which is published, posted, and sent to prospective proposers informing interested persons of the proposed procurement.

7. Proposal Evaluation Factors/Criteria

Evaluation Factors/Criteria given in the Technical Specifications are not listed in order of priority. The order of the listing has no relationship to the relative importance of the factors.

8. Basis of Award

The Contract will be awarded to the vendor that submits the Proposal that is rated the overall best value to the Authority.

9. Notice of Award.

The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.

10. Specifications.

The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.

11. Tender

The Proposer's documents and all attachments tendered in response to the Proposal requests.

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B. **Form of Proposal and Signature.**

The Proposal shall be presented with an original and Two copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the Proposal form.

Depending upon whom the Proposal is made by the following signature and instructions must be followed:

1. Sole Owner.

Proposal shall be signed with his full name, and his address shall be given.

2. General Partnership.

Proposal shall be signed with the partnership name by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.

3. Limited Partnership

Proposal shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.

4. Corporation.

Proposal shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

C. **Proposal.**

The terms of the Proposal must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the Proposers. If the unit price and the total amount named by a Proposers for any item, do not agree, **the unit price** alone will be considered as representing the Proposer's intention.

D. **Unauthorized Conditions.**

Unauthorized conditions, limitations or provisions attached to a Proposal will render it informal and may cause its rejection.

E. **Submission of Proposal.**

Prior to the hour specified in the Request for Proposals inviting sealed Proposals, all Proposals shall be delivered to the Contracts Manager at the address shown in the Request for Proposals. All costs associated with preparation and submission of a Proposal shall be borne by the Proposers. The Authority assumes no responsibility for these costs.

Each Proposal shall be in a sealed envelope properly labeled on the outside with the Proposal number and description. No Proposals received after said time or at any place other than the time and place as stated in the Request for Proposals will be considered. **No Proposal electronically transmitted, e.g., email and fax will be considered.**

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F. **Modification or Withdrawal of Proposal.**

A Proposal may be modified or withdrawn by written or telegraphic notice received in the office designated in the Request for Proposals not later than the exact time set for receiving of Proposals. A telegraphic notice of modification or withdrawal of a Proposal telephoned by the receiving telegraphic office no later than the set for opening of Proposals will be considered if the telegraph company confirms the message by sending a copy of a written telegram, which formed the basis of the telephone call. A Proposal may be withdrawn in person by a Proposers, or his/her authorized representative provided his/her identity is made known and he signs a receipt for the Proposal if the withdrawal is prior to the exact time set for receiving the Proposals. Modifications of Proposals and requests for withdrawal of Proposals which are received in the office designated in the Request for Proposals after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late Proposals. A late modification of an otherwise successful Proposal will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the Proposal more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

G. **Proposers Interviews or Presentations**

The Authority reserves the right, at its sole discretion, to request Proposal respondents to make presentations or interviews. This may be done in person, or through electronic means (i.e., telephone or via the internet). The purpose of this presentation is to enhance the presentation, not to amend it. Proposers should prepare their Proposal responses based upon the assumption that there will not be interviews, unless specifically stated in the Technical Specifications. The Written Proposal should reflect their best effort.

H. **Samples**

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Proposer's expense.

I. **Canvass of Proposals.**

At the hour specified in the Request for Proposals, a designee will receive the Proposals. An award will be made, or Proposals rejected by RIPTA within the time specified in the specifications or Proposal forms, or if not specified, within a reasonable time after Proposals have been opened.

J. **Rejection of Proposals.**

RIPTA reserves the right to reject any and all Proposals. The right is reserved to reject any or all Proposals, and to waive technical defects as the interest of RIPTA may require. Each Proposer shall be notified if all Proposals are rejected.

K. **Sales Tax Exemption.**

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RIPTA confirms there are no state, local, or federal taxes applicable to this purchase.

L. Delivery Charges.

Unless otherwise stated in the RFP, proposers shall include freight and/or delivery charges in the total price of their Proposals.

M. Alternative Proposal

Submissions of an alternative Proposal or Proposals, except as specifically called for in the Specifications or RFP, will render the Proposal informal and may cause its rejection.

N. Non-Collusive Affidavit.

The Proposers represents and warrants that its Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Proposers has not, directly or indirectly, induced or solicited any other Proposers to submit a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposers has not in any manner sought by collusion to secure itself an advantage over any other Proposers.

O. Interest of RIPTA Personnel.

The Proposers represents and warrants that neither the Chief Executive Officer, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly or indirectly in the Proposal or in the contract, which may be made under it, or in any expected profits to arise therefrom.

P. Penalty for Collusion.

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal or Proposals, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

Q. Proposal Acceptance Period

All Proposals shall remain in effect one hundred twenty (120) calendar days from the date of Proposal opening. Proposals offering less than one hundred twenty (120) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

R. Postponement.

RIPTA reserves the right to postpone, for its own convenience, the date the Proposal is to be received, but any Proposers whose Proposal has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its Proposal.

S. Amendment and/or Postponement.

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of Proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. It shall be the responsibility of prospective proposers to check the State of Rhode

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Island, Department of Administration Division of Purchases Website for any addenda. If the revisions and addenda require changes in quantities or price Proposal, or both, the date set for receiving Proposals may be postponed by such number of days as in the opinion of RIPTA shall enable proposers to revise their Proposals. In any case, Proposal openings shall be at least seven (7) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

T. Single Proposal.

1. In the event a single Proposal is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the Proposal and make the award by negotiation or reject the Proposal and re-advertise. A price analysis is the process of examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the Proposal price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

U. Qualifications for Award.

The Proposers must be a person, firm, or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Proposers. Doubt as to the capability or technical ability, productive capacity, or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

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V. Ineligible Proposers.

The Proposers shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

W. Disadvantaged Business Enterprise (DBE)

The Rhode Island Public Transit Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. RIPTA will take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. RIPTA's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated herein by reference.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be a violation of Federal law and a breach of any applicable DOT-assisted contract. Upon notification to RIPTA of its failure to carry out its approved DBE Program, the DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases where a firm/contractor makes a false or fraudulent statement in connection with participation of a DBE in any DOT assisted program or otherwise violates Federal law, refer the matter for prosecution under 18 U.S.C. 1001 and/or under 49 CFR Part 31, Program Fraud Civil Remedies Act. ..

X. Addenda.

RIPTA may issue addenda containing amendments to its proposal solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of Proposal shall, if necessary, contain a provision postponing the date of the receipt of Proposal to a date that will provide proposers adequate time to respond to the addenda. Addenda shall be numbered sequentially.

Y. Proposer's Requests and Appeals.

1. Appointments.

Proposers and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

2. Amending Materials.

Any amending material issued by RIPTA pertaining to the Proposal solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Proposal solicitation documents.

3. Appeal.

Should any Proposers or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of Proposal. RIPTA has no obligation to consider appeals

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received less than seven (7) calendar days before the date of the receipt of Proposal.

4. Withdrawal.

The Proposers or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

5. Notification.

Should RIPTA postpone the date of the receipt of Proposal owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a copy of the Proposal solicitation documents that an appeal has been filed and that the date of the receipt of Proposal shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of Proposal.

Z. Equal Employment Opportunity.

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. Such actions shall include, but not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

AA. Prohibited Interest.

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

BB. Interest of Members of Congress.

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

CC. Contract Commencement Date.

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

DD. Notice, Waiver and Applicable Law.

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end

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this agreement shall be considered and construed as a contract made an to be performed in the State of Rhode Island.

EE. Protest.

1. General.

Protests will be accepted from prospective Proposers or Offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address, and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- d. A statement as to what relief is requested.
- e. Protest should be sent to:
Director of Procurement
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907
- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by RIPTA are final in accordance with FTA "Third Party Contract" Regulation.
- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

FF. Protests before Award

1. Solicitation Phase.

Protests concerning the solicitation must be submitted in writing five (5) working days prior to Proposal opening or closing date for receipt of Proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential Proposers or Offerors.

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2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of Proposals but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The proposer or proposers whose Proposals might become eligible for award should be requested, before expiration of the time for acceptance of their Proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest. If a protest has been filed with FTA, award will not be made during the pendency of that protest. **It should be noted that the FTA will not substitute its judgment for that of RIPTA unless the matter is primarily a Federal concern.** Circumstances where RIPTA would allow an exception to the stated protest award policy are:

- a. The items to be procured are urgently required.
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,
- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

GG. Protests after Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis, therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

HH. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Proposers whose Proposal will be evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

II. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. §2000d, et seq.), and the Assurances by RIPTA pursuant thereto.

JJ. Energy Conservation Requirements:

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The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

KK. Program Fraud

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § §3801 et. Seq. and U. S. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made , it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extend the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

LL. No Government Obligation to Third Parties:

1. The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance

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provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MM. Veteran's Employment

The Contractor shall ensure that contractors working this project shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of title 5) who have the requisite skills and abilities to perform the work required under the contract. This shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

NN. Solid Waste (Recycled Products)

This Contract must comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OO. Prohibition on certain telecommunications and video surveillance services or equipment.

Vendors responding to this contract are prohibiting from providing the equipment that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence

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or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PP. Disputes, Breaches, Defaults, and Litigation.

The FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the RIPTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the RIPTA is located. The Contractor must include a similar notification requirement in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. RIPTA shall promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the RIPTA is located, if the RIPTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the RIPTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the RIPTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of RIPTA In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to

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all divisions of the RIPTA, including divisions tasked with law enforcement or investigatory functions. (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, RIPTA may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that RIPTA receives FTA's prior written concurrence. (d) Enforcement. RIPTA must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

VII. GENERAL PROVISIONS

A. Definitions:

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. **Authority**

Authority means Rhode Island Public Transit Authority (RIPTA).

2. **Contracting Manager**

the person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

3. **Directed, Ordered, designated, or prescribed.**

Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable, satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

B. Changes:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

C. Extras:

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Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

D. Inspection:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority, therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

E. Responsible:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

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F. **Title and Risk of Loss**

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Notwithstanding the above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time the above shall apply.

G. **Storage of Contractor Material on RIPTA Property**

The Authority will not accept responsibility for any Contractor Material stored on RIPTA Property. It shall be the responsibility to provide a secure, method of storing their material on RIPTA Property.

H. **Payments**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are 60 days after approval of an invoice unless otherwise negotiated.

I. **Stop Work Order**

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

J. **Disputes**

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chief Executive Officer. The decision of the Chief Executive Officer or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in

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support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- 2 This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manger of his/her representative on a question of law.

K. Default

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure
2. Default without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

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4. The rights and remedies of the Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

L. Termination for Convenience of the Authority

The performance of work under this Contract may be terminated by the Authority in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to , or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed to request extension of such time, he shall have no such right of appeal. Unless otherwise provided for in this Contract, or by applicable statue, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other

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evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

M. **Federal, State and Local Taxes**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

N. **Walsh-Healey Public Contracts Act**

If this contract is for the manufacture or furnishing of materials, supplies articles, or equipment in an amount which exceeds or may exceed \$14,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations of the Secretary of Labor which are now or may hereafter be in effect.

O. **Officials Not to Benefit**

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

P. **Covenant against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

Q. **Notice to the Authority of Labor Disputes**

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

R. **Patent Indemnity**

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1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.
2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

S. Use of Trade Names

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

T. Rights in Technical Data

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. Any manuals, instructional materials prepared for installation, operation, maintenance, or training purposes.
 - b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other technical data which has been or is normally furnished without restriction by the Contractor or subcontractor.
 - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be:
 - a. released or disclosed in part by the Authority for manufacture, or
 - b. used in whole or in part by the Authority for manufacture, or

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- c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release, or disclosure.
3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
5. Material covered by copyright:
 - a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.
 - b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
7. Any dispute under this article shall be subject to the Disputes article of this contract

U. Audit and Inspection of Records

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized

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representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transactions. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their Duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

V. Gratuities

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

W. Limitation on Withholding Payments

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees.
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

X. New Material

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

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Y. **Order of Precedence**

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Proposal Schedule.
2. Special Conditions.
3. General Provisions.
4. The other provisions of the Contract, whether incorporated by reference or otherwise.
5. The Specifications; and
6. Drawings.

Z. **Correction of Deficiencies**

1. **Definitions:**

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.
- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.

2. **General:**

- a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspection and acceptance.
- b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

3. **Deficiencies in accepted supplies or services:**

If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

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4. **Correction of Deficiencies by Contractor:**
The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.
5. **Deficiencies in supplies or services not yet accepted:**
If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above, he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.
6. **Extensions or Delays**
In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.
7. **Contract Price**
It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.
8. **Failure to correct:**
If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:
- a. Obtain detailed recommendations for corrective action.
 - b. Correct the supplies or services, or
 - c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and
 - d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.

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- e. Impose Liquidated Damages in accordance the terms of this document.
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

AA. Assignment

- 1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception, the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
- 2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions, therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.
- 3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.
- 4. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that nay such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

BB. Certificates of Current Cost or Pricing Data

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting

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Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

CC. Cargo Preference

Use of United States Flag Vessels

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):

"Cargo Preference-Use of United States-Flag Vessels

The Contractor agrees.

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

DD. Buy America Act

The Contractor agrees to comply with 49 U.S.C. §533(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

"Construction materials used in projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b)."

EE. Equal Opportunity

1. Race, Color, Creed, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, " Office of Federal Contract

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Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. **Age**

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29, U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities**

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FF. Nondiscrimination under Federal Grants

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color,, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status. In addition, the Contractor

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agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

GG. Rights in Data and Copyrights-FTA (June 1996)

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third-party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

HH. Davis-Bacon Act

40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act

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(29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth, the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and

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- iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- iv. With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of

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the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

- h. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- i. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- j. In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

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representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- k. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Rhode Island Public Transit Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

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benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.
 - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete.
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

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- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
 - d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted

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to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

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specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

5. Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and related Act requirements

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All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.**
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

II. Contract Work Hours and Safety Standards Act
40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)

1. **Overtime requirements**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such to work in excess of forty hours in such workweek unless such laborers or mechanics receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability unpaid wages; liquidated damages**
In the event of any violation of the clauses set forth in paragraph (1) of this section, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clauses set forth in paragraph (1) of this section.

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3. Withholding for unpaid wages; liquidated damages

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clauses set forth in paragraph (2) of this section.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 non-construction contracts should also have the following provision :)

5. Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the names, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions. Whenever the made and actual wages paid Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Beacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the

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apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. Contract Work Hours and Safety Standards Act

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer of mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

7. Subcontracts

The Contractor also agrees to include the requirements of the section in each. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may said to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

JJ. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49 CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

KK. Energy Conservation Requirements

42 U.S.C. 6321 et seq. 49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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LL. Clean Air

42 U.S.C. 7401 et Seq 40 CFR 15.61 49 CFR Part 18

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

MM. Clean Water

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NN. Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

OO. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

PP. National Intelligent Transportation Systems Architecture and Standards

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The Contractor agrees to conform, to the extent applicable to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

QQ. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (9) dated October 2002) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RR. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

SS. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, government declared states of emergency, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the

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exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. “

TT. Governing Law

The Contract shall be interpreted under, and its performance governed by the laws of the State of Rhode Island.”

UU. Indemnification

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

VV. Policy Concerning Federal and Stated False Claim Laws

As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority (“RIPTA”) publishes the following information to all employees, contractors, and agents about federal and state False Claims laws and RIPTA’s policies to detect and prevent fraud, waste, and abuse.

1. Prohibitions against False Claims
Federal False Claims Act

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid, and other federal and state programs. The False Claims Act is the federal government’s primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

2. Prohibitions of the Federal False Claims Act

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval.
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government.
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

“Knowingly” means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information and no proof of specific intent to defraud is required.

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3. Enforcement

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases.

The False Claims Act allows private individuals to bring “qui tam” actions for violations of the Act.

WW. American with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

XX. Expense Reimbursement Professional Services Contracts

The following methods of Reimbursement of Expenses directly related to the performance of this contract shall be utilized. Any expenses incurred must be approved in writing by the RIPTA Project Manager before they occur. The vendor is responsible to submit sufficient documentation to allow the Authority to verify the expenses.

1. Automobile mileage

Travel mileage will be reimbursed at the rate approved by the Internal Revenue Service at the time the travel is incurred.

2. Per Diem Expenses

Meals will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov
A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice.

3. Lodging

Lodging will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov .

A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice

4. Miscellaneous Expenses

Materials used in conjunctions with this contract shall be provided at cost plus the following (applicable) fee for Overhead, Pickup, and Delivery. No additional charges will be acceptable.

<u>Material Cost</u>	<u>Overhead Fee</u>
\$0-500	No Fee
\$501-750	\$75.00
\$751-1000	\$100.00
\$1001-1500	\$125.00

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\$1501-\$2500	\$180.00
\$2501-5000	\$300.00
\$5001-7500	\$450.00
Over 7501.	\$525.00

Copies of Receipts must be submitted to verify Miscellaneous Expenses

5. Estimated Expenses

Proposers are required to submit an accurate list of projected expenses that may be necessary to properly execute the Scope of Services of this Contract. This must be submitted with the Proposal submittal.

YY. Background Check

Employees of the Successful Vendor that in the course of performance of this contract will be on any of RIPTA's Properties may be subject to a Criminal Background Check.

ZZ. Security Requirements for Work on RIPTA Property

1. Upon arrive at the RIPTA work location they are to sign in with the Mechanical Foreman (or designated person) on duty
2. Wear all the proper safety equipment as required.
3. Display RIPTA issued vendor badge so it can be observed on their person.
4. Access only areas where permission has been granted.
5. Sign out with the same Foreman they signed in with.
6. Secure the facility prior to the facility being locked up.
7. Any issued or non-compliance with these rules could result in their access to the property being denied.

AAA. Records Retention

All required records for this contract will be retained for a minimum of three years after grantees or sub grantees make final payments and all other pending matters are closed.

BBB. Litigation

In the last ten (10) years, has any customer to which you provide the same or similar services that are the subject of this procurement initiated a lawsuit or arbitration against you relating to your provision of the services?

If so, provide a copy of the complaint against you and advise as to the status of the proceeding. If the case has been resolved, please describe the resolution of the case.

CCC. Public Records/Confidentiality

The Proposals received become the exclusive property of RIPTA. When a contract award is approved by RIPTA, all Proposals submitted in response to this Request for Proposals shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal that are marked as "CONFIDENTIAL" or PROPRIETARY". If required by law or by an order of a court, RIPTA may be required to disclose such records or portions thereof, including without limitation those so marked

DDD. Utilization of Small Business Sub-Contractors

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It is suggested that Prime Contractors provide subcontracting opportunities that small business, including DBE's can reasonably perform rather than self-performing all of the work in the contract.

EEE. Federal, State and Local Safety, Health and Environmental Regulations.

It shall be the responsibility of the Contractor to follow all relevant Safety and Health Regulations. The Contractor shall be responsible to determine which regulations apply and they shall follow them. The Authority may include specific RIPTA policies, in the Scope of Work, which must be followed.

FFF. Licenses and Certifications

The Contractor shall be responsible to ensure their company and any and all Subcontractors possible the necessary licenses and certifications to perform the work as required by the State of Rhode Island and the Authorities having Jurisdiction.

GGG. Covid 19 Safety Procedures

The Contractor and all Subcontractors working on site for this project must adhere to the Center for Disease Control and Rhode Island Department of Health Safety Guidelines in effect at the time the work is being performed. The Guidelines include, but are not limited to the following:

1. Prior to anyone being allowed on the campus the following screening questions should be asked:
 1. Have you or any family members tested positive for COVID-19?
 2. Have you felt ill recently?
 3. If the answer to any of these two questions is **YES**, then the person should be advised that they cannot come onto the job site.
 4. All workers shall wear face coverings while on the property.
 5. All workers shall check in with the job supervisor.
 6. The General Contractor shall be responsible to keep a log with the following information on all the workers.
 - a. name,
 - b. date, time,
 - c. location visited.
 - d, this log shall be made available to RIPTA whenever requested.
 7. Maintains proper hygiene while working on site.
 8. Wipe down and sanitize any work areas with high volume touch points when completing their work.
 9. Does not congregate-keep proper spacing (6 feet) distance when possible.

HHH. Retainage for Construction and Design Build Contracts

The Authority will reserve retainage in the amount of ten (10) percent of the contract value until Substantial Completion is complete at which point it will be reduced to five (5) percent until the project is complete.

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The balance of the retainage will be paid when the project reaches final completion.

III. **Substantial completion**

Substantial completion is defined as the stage in the progress of the work as determined and certified by the Authority in writing to the Contractor, on which the work is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected ,

JJJ. **Mobilization/Demobilization**

Mobilization and Demobilization are not allowable expenses under Federal Transit Administration Rules. Therefore, vendors are advised that the costs associated with these items must be allocated to other areas of the Contract.

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VIII. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: _____

Ref: RFP NO. 23-23

Project No. _____

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: _____

Request Description

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

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IX. REQUIRED PROPOSAL SUBMISSIONS

The following items marked with an "X" must be submitted with Response. Failure to submit forms may result in Proposal being deemed non-responsive.

Please submit them in the correct order by Page Number.

Required Company Information Form (found third page of pkg)	X
<u>Must be completed by Prime and All Subcontractors</u>	
Solicitation	X
Offer	X
Statement of Eligibility	X
Affidavit of Non-Collusion	X
Certification of Restrictions on Lobbying	X
Buy America Certificate	FORM MUST BE SUBMITTED WITH PROPOSAL, IF CHECKED, OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE
Disadvantaged Business Enterprise	X <u>This paperwork must be completed regardless of a DBE Goal; DBE Participation is strongly encouraged. All Subcontractors must be listed regardless of DBE Status</u>
General Contract Compliance Certificate Agreement (EEO)	X
Certification of Primary Participant Debarment	X
Certification of a Subcontractor (Debarment)	X
Each Subcontractor and potential subcontractor must fill in and sign.	
Non-Resident Contractor (if applicable)	X
Davis Bacon Act Compliance Apprenticeship Certification	_____
Applicable Type: (X) Building () Highway	
Wage Determination Number: <u>RI150001 01/10/2015 MOD 15</u>	
Drug & Alcohol Testing	_____
Proposal Guarantee (Surety)	_____

The following items marked with an "X" must be submitted AFTER AWARD of the Contract

Designation of an Independent Contractor Form	_____
<u>After award of Contract for Sole Proprietors</u>	X
IRS W-9 Form	X
Performance and Payment Bonds	_____
Certificate of Insurance-	X
(As required in Section XXII and the Technical Specifications)	

NOTE:

ITEMS WITHOUT AN "X" AND THEIR RESPECTIVE TERMS AND CONDITIONS ARE NOT REQUIRED IN THIS PROPOSAL

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X. SOLICITATION FORM

COMPANY NAME _____

PROPOSAL NO. OR PROJECT NO. 23-23

DESCRIPTION Hazardous Waste Services

A. PROPOSAL REQUIREMENTS

Sealed Proposals in original and Two copy (ies) will be received at the offices of the Rhode Island Public Transit Authority, 705 Elmwood Avenue Providence, Rhode Island 02907, at the Proposal date and hour set forth on the Request for Proposals or any time prior to the date and hour. Late Proposals will not be accepted.

B. CONTRACT DOCUMENTS

By executing the offer form enclosed herewith, the Proposers agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

C. PAYMENT SCHEDULE

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

D. COST FOR SERVICE

Please complete necessary cost information as outlined in the Proposal Technical Specifications.

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XI. OFFER FORM

Proposers understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the Proposal non-responsive.

By execution below, Proposers hereby offers to furnish services in accordance with the contract documents that are a part of the specifications and agrees to fully comply with the contract documents.

PROPOSAL NO 23-23

PROPOSERS _____

EMPLOYER IDENTIFICATION NO.: **to be provided by Vendor at time of Contract Award**

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor _____

Partnership _____

Corporation _____

PROPOSERS'S CONTRACTING OFFICER

Name (*Please Print*)

Authorized Signature

Title

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XII. STATEMENT OF ELIGIBILITY FORM

The _____ hereby certifies that he/she
(Name of Proposers)

is/is not (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City, State, Zip

Signature of Authorized Person

Date Authorized

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XIII. AFFIDAVIT OF NON-COLLUSION FORM

I hereby swear (or affirm) under penalty for perjury:

1. that I am the Proposers (if the Proposers is an individual), a partner of the Proposers (if the Proposers is partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposers is a corporation).
2. that the attached Proposal has been arrived at by the Proposers independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in Request for Proposals, designed to limit independent Proposals or competition.
3. that the contents of the Proposal have not been communicated by the Proposers or its employees or agents, to any person not an employee or agent of the Proposers or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal; and
4. that I have fully informed myself regarding the accuracy of the statement made on this affidavit.

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires. _____

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XIV. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

I, _____, hereby certify on
(Name/title of Proposers Authorized Official)

behalf of: _____ that:
(Name of Proposers)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

By _____
(Signature of Authorized Official)

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XV. BUY AMERICA CERTIFICATION REQUIREMENTS !
FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

49 U.S.C. 5323(j) and 49 CFR 661.6 provide that no Federal funds may not be obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers.

“Construction materials used in projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b).”

Certificate of Compliance-The Proposers hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j) (1) and the Applicable regulations on 49 CFR Part 661.12

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certification of Non-Compliance-The Proposers hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j) (1).

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

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XVI. BUY AMERICA CERTIFICATION REQUIREMENTS II
OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND
ASSOCIATED EQUIPMENT

49 U.S.C. 5323 (j) and 49 CFR 661.11 and 12 provide that no Federal funds be obligated for procurement of buses, other rolling stock, and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 70 per centum (70%) of the cost of all components of the vehicle or equipment described in this paragraph; and
2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers in accordance with the requirements.

Certificate of Compliance-The Proposers hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j) (2) (c) and CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certificate of non-Compliance-The Proposers hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL
WILL BE CONSIDERED NON-RESPONSIVE.

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XVII. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:

A. Prior to Contract award,

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

B. After delivery and acceptance of the vehicles,

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

C. Authority Review

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

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XVIII. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

For the purpose of this Contract, the goal for utilization of DBEs shall be the following percent of the Contract Dollar Amount:

DBE GOAL FOR THIS CONTRACT: Not Applicable Percent

A. Policy

1. It is the policy of the DOT that Disadvantaged Business Entities are given the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, pursuant to 49 CFR Part 26. . Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this Contract and RIPTA and its Contractors shall take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for such contracts. RIPTA and its Contractors shall not discriminate on the basis of race, color, religion, national origin, age sexual orientation, disability, gender identity, expression, or veteran status, in the award and performance of DOT-assisted contracts.

2. Contractor Obligation –

a. In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent, or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.

b. The Contractor shall provide the following assurance and ensure that each subcontract that it enters with a subcontractor contains the same assurance:

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity, expression, or veteran status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

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- (1). Withholding monthly progress payments.
 - (2). Assessing sanctions.
 - (3). Liquidated damages; and/or
 - (4). Disqualifying the Contractor from future proposals as non-responsible
2. Contractor Obligation – In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent, or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.
3. DBE Utilization - The Contractor shall provide for full and fair utilization of DBEs by complying with the requirements of this Section. Such requirements include the achievement of the stated DBE Utilization Goal in the performance and completion of the work under the Contract. Nothing in this Section shall be construed to require the utilization of any DBEs, which is either not qualified or unavailable.
- a. **All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal. A copy of the DBE Certification Letter from the State of Rhode Island Office of Civil Rights must accompany the Proposal submittal.**
 - b. **If a DBE Utilization Goal is set for this Contract, a Contractor’s DBE utilization and/or “Good Faith Effort” to obtain DBE participation shall be considered when reviewing proposal submittals for responsiveness.**
 - c. **If NO DBE Utilization Goal is set for this Contract, Contractors are, nonetheless, encouraged to have DBE/Small Business participation in their proposal and to include the associated DBE forms in its proposal submittal.**

B. Definitions.

The terms used in these special provisions shall be defined as follows:

1. **Joint Venture**
An association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills, and knowledge.
2. **Disadvantaged Business**
means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at

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least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.

3. Small Business Concern

A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

4. Socially and Economically Disadvantaged Individuals

means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. **Black or African Americans**, which includes persons having origins in any of the Black racial groups of Africa.
- b. **Hispanic or Latino Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race.
- c. **American Indian or Alaska Native**, which includes persons who are American Indian, Eskimo or Aleuts.
- d. **Asian-Pacific Americans or Native Hawaiian**, which includes persons whose origins are Hawaii, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- e. **Asian-Indian Americans**, which includes persons whose origins, are from India, Pakistan, and Bangladesh.
- f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to monitor compliance with these Special Provisions and to assist in their implementation.
- g. **Proposers** – any individual, partnership, joint venture, corporation, or firm submitting a Proposal for the contract.

C. Recognition of DBE Commitment

Each Contractor shall recognize RIPTA's commitment to ensure that DBEs be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status.

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D. Proposal Submissions for Contracts with DBE Utilization Goals and/or DBE Participation

The Schedule of DBE Participation (Attachment A) shall have the following information.

1. The name and address of each DBE firm that will participate in the Contract.
2. A description of the work each named DBE firm will perform; and
3. The dollar amount and percentage of the DBE Utilization Goal, if applicable, of participation by each named DBE firm.
4. RIPTA encourages all firms located in the United States that are currently certified as DBEs and SBAs by Federal, State and Local agencies to apply for certification in the State of Rhode Island. **Only DBEs certified by the State of Rhode Island at the time of Proposal submittal shall be counted towards any DBE Utilization Goal requirement.**

If a minority business would like to be certified by the State of Rhode Island, contact the Minority Business Enterprise Compliance Program:

Ms. Dorinda Keene, Assistant Administrator – MBE Compliance
RI Department of Administration
Office of Diversity, Equity and Opportunity
Minority Business Enterprise Compliance Program
One Capitol Hill, 3rd Floor.
Providence, RI 02908
401.574.8670

E. Good Faith Efforts for DBE Participation:

If the apparent successful Contractors' submissions do not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA.

The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of subcontractors **before** award of

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contract and **during** contract performance, in order that substitute firms are eligible DBE's.

F. Procedure Prior to Contact Award

1. Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.

RIPTA may decide that a Contractor that has failed to meet DBE contract goals may receive the Contract upon determining that the efforts the Contractor made to obtain DBE participation were "good faith efforts" to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a Contractor that has failed to meet DBE contract goals, RIPTA must determine that the competitor's efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases, RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

RIPTA will consider the following efforts:

- i. whether the contractor attended any pre-solicitation or pre-Proposal meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities.
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the sub-contracting opportunities.
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively.
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested.
- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

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- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. Whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

G. Termination of DBE Subcontractors

In any case when a prime contractor wishes to either: A: decrease the price to be paid to the DBE and the disadvantaged non-disadvantaged joint venture or to B: terminate a DBE firm, the prime contractor must first provide the DBE with five days' notice of the prime contractor's intent and reason to terminate the contract between them, and must also advise the DBE firm that it has the right to contact RIPTA to object to the termination. In addition, after the five-day written notice to the DBE has expired, the prime contractor must provide RIPTA with a written request to approve termination. The request must state the business reason why the prime contractor wishes to terminate the contract and must include all documentation in support of that business reason. A prime contractor may only reduce the scope or terminate a DBE firm for cause. It may not terminate a DBE contract for convenience. A DBE firm may not be terminated until written approval has been provided by RIPTA. If RIPTA approves a request to terminate, the prime contractor must make a good faith effort to substitute another DBE firm to replace the firm that has been terminated. This good faith effort shall be documented and subject to review by RIPTA. Failure to make a good faith effort may be deemed a breach of the prime contractor's contract with RIPTA and may result in the prime contractor being barred from submitting proposals on future RIPTA projects or subject to any other remedy RIPTA deems appropriate.

H. Substitution of Subcontractors

RIPTA shall review for its approval all substitutions of subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier.

Where RIPTA has approved termination of a sub-contract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful Proposers shall make every reasonable effort to propose and enter into

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an alternative sub-contract or subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated sub-contract. Satisfactory evidence of reasonable efforts shall be timely furnished by RIPTA.

I. Program Compliance

Discrimination on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status shall not be tolerated under any circumstance. RIPTA shall monitor the schedule for DBE participation in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future Proposals of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of subcontracts, together with the follow-up to verify such participation.

J. Maintenance of Records

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

K. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from RIPTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference period may occur only for good cause following written approval of RIPTA. This clause applies to both DBE and non-DBE subcontractors. RIPTA reserves the right to hold payments to the Contractor if payments verification logs are not submitted within 30 days of payments. Failure to submit payments to DBE subcontractors within 30 days will result in action by RIPTA up to and including disqualification from any future RIPTA Procurements.

L. Monitoring Payments to DBEs

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs following the completion of the contract. These records will be made available for inspection upon request by any authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

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XIX. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS

Attachment A: Schedule of DBE Participation

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment B: DBE Application Agreement

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment C: Letter of Intent to Perform as a Subcontractor

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment D: DBE Unavailability Summary Sheet

Submitted if DBE firm or firms you have contacted cannot participate. This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

Attachment E: Narrative Explanation for Lack of DBE Participation

Submitted by the Prime Contractor to explain lack of DBE/SBA participation.

Attachment F: Documentation of DBE Utilization

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

DBE FIRMS PROPOSING AS A PRIME CONTRACTOR: the following forms must be filled in, signed, and submitted with the Proposal.

Attachment A, Attachment B

Please state, on these forms, that you are proposing as a prime contractor.

CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND.

Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa.
- b. "Hispanic Americans", which includes persons of Mexicans, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race.
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians:
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

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SCHEDULE OF SUBCONTRACTOR PARTICIPATION
All Subcontractors must be listed regardless of DBE Status

A. Attachment A

Company Name: _____

Project Number: 23-23 Project: Hazardous Waste Services

*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of Proposal Submittal to be considered. A full, up to date list of Rhode Island DBEs can be obtained at the following website: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/us-dot-disadvantaged-business>**

Firm Name	Firm Address	DBE Category (if applicable)	Phone Number	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Proposal

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Proposers Official _____

Each DBE Firm listed in the Section must also complete the Required Company Information Form and the Certification of Subcontractor Form *Use additional forms as needed.

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LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

B. Attachment C

To: _____
(Name of Prime or General Proposers)

The undersigned intends to perform work in connection with the above project as (check one):

___ **an individual**

___ **a corporation**

___ **a partnership**

___ **a joint venture**

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

for the following compensation: _____

(Name of DBE Contractor)

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DBE GOOD FAITH EFFORT SUMMARY SHEET

A. Attachment D.

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is Not Applicable percent. . **A full, up to date list of Rhode Island DBEs can be obtained at the following website: www.mbe.ri.gov/.**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

Project Name: Hazardous Waste Services

Project Number: 23-23

Form completed by: _____

Date: _____

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DOCUMENTATION OF DBE UTILIZATION

B. Attachment F

RIPTA Contract Number: 23-23

Prime Contractor: _____

DBE Name: _____

Starting Date: _____ **Completion Date:** _____

This is to verify the following:

- I was the approved DBE on the above contract.
- I performed the items of work Subcontracted.
- I actually received \$ _____ for my work.
- I received payment of retainage on _____
(Date)

(Signature & Title of DBE) _____
(Date)

(Signature & Title of Prime Contractor) _____
(Date)

This form is to be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Retainage payments will be made to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

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XX. PERFORMANCE AND PAYMENT BOND INFORMATION

The selected Proposers shall furnish, within twenty (20) calendar days (if required) (See Required Proposal Submissions Page) after the date of notice of award of contract by RIPTA, Performance and Payment Bonds in the amount of 100% of the Proposal amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island, or which is approved by the Authority.

The Bond will remain in effect until the Warranty commences.

XXI. PROPOSAL GUARANTEE (SURETY)

A Proposal Guarantee (if required) shall be submitted with the Proposal response. This guarantee shall be equivalent to five (5) percent of the Proposal price. The "Proposal guaranty shall consist of a firm commitment such a Proposal bond, certified check, or other negotiable instrument accompanying a Proposal as assurance that the Proposers will, upon will, upon acceptance of its Proposers, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

XXII. REQUIRED INSURANCE

The Proposers will be required to secure and maintain the following insurance coverages:

A. Minimum limits

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
1. Workers' Compensation Coverage in accordance with RI Statutory requirements.
2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
3. Automotive Liability Insurance
 - \$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
 - \$1,000,000.00 property damage
4. All insurance coverage must provide under an occurrence policy. Claims made policies are not acceptable.

B. Certificate Requirements

1. Each Proposers must provide RIPTA a Certificate of Insurance upon award of the contract. Coverage indicated on certificate must be kept in effect at all times during the contract period.

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1. The General Liability Coverage shall include Contractual Liability and Completed Operations Coverages. The General Liability coverage, certificates must name: RIPTA and its respective directors, officers, employees, and affiliates as additional insureds. Reference should be made to project or job number and location.
2. A Waiver of Subrogation in favor of RIPTA must apply to the General Liability, Employers Liability, and Excess Liability / Umbrella policies.
3. Automobile Liability must cover any owned, rented, hired, or borrowed vehicles.
4. The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability s, Professional Liability and Environmental Liability policies (if required).
5. If Proposers is to use any subcontractor during the course of the project, the subcontractor must maintain the same limits and terms as the Proposers. Certificates of Insurance for subcontractors must be provided to RIPTA with the Proposer's Submittal after award of the Contract.
6. All certificates of insurance must indicate the carrier policy cancellation terms.
7. All proposers must utilize insurance companies with a "Best" Rating of no less than A-, Size VIII.

C. Special Coverages

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

RIPTA will entertain requests for a waiver of the requirements with regard to Commercial General Liability limits and Worker's Compensation Insurance on a case-by-case basis. RIPTA reserves the right to approve such requests, and or modify the requirements given a review of the project needs, and applicable federal/state regulations, requirements, and law. This request must be submitted through the Request for Approved Equal Process before award of the Contract.

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Proposers shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

XXIII. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT

RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

A. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive order No. 11246, as amended, Rhode Island Law

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- 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal Opportunity Office and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor's non-compliance with the non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode Island, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended; Rhode Island Public Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.
 7. The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States and the State of Rhode Island to

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enter into such litigation to protect the interest of the United States and the State of Rhode Island.

B. Age Discrimination

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

C. Employment of the Handicapped

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as at the following employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.
2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
5. In the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
6. This clause shall be included in all subcontracts. In the event that this contract exceeds \$10,000 but is less than

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\$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:

7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the principal officials to be responsible for the establishment and operation of the program.
8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers, and records concerning employment and advancement of the handicapped.
9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.

In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:

11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or sub-contract.
12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

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XXIV. CERTIFICATE OF NON-SEGREGATED FACILITIES

Contractor certifies that he/she does not maintain or provide for his/her Employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any such location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms, and washrooms, restaurants, and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods), he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will forward the following notice to proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

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XXV. NOTICE OF PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED
FACILITIES

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USA 1001.

A. Affirmative Action Compliance Program

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

B. Employer's Information Report (EE)-1 Form 100

Contractor agrees to file in duplicate, Standard Form 100, entitled, "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

C. Notice to All Vendors

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null and void**.

D. Post Award Conference

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

E. Signature Required

Failure to provide a signature prior to Award to successful Proposers shall be cause for Rejection of Proposal.

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XXVI. GENERAL CONTRACT COMPLIANCE CERTIFICATE
& AGREEMENT FORM

(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXVII. DAVIS BACON ACT COMPLIANCE

I certify that I will comply with the Provisions of the Davis-Bacon Act for this project. I certify that I will pay the applicable Prevailing Wages as listed at the following web address:

<http://www.access.gpo.gov/davisbacon/ri.html>

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXVIII. CONTRACTOR APPRENTICESHIP CERTIFICATION FORM

Rhode Island Department of Labor and Training Professional Regulation
(Applicable to Construction Contracts with a cost in excess of \$1 million)

_____ (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- A. _____ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract.
- B. _____ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page).
- D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page).
- E. _____ Bidder will not perform work on the awarded contract except through subcontractors (nonperformance).
- F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

_____ Printed Name and Title of Authorized Representative

_____ Date

_____ Signature of Authorized Representative

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XXIX. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Request for Proposals Number: 23-23
Project Hazardous Waste Services

The primary participant _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
- 2) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 5) The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly notify RIPTA.

The primary participant _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Date

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XXX. DEBARMENT CERTIFICATION

**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND
COOPERATIVE AGREEMENTS
REGARDING DEBARMENT AND SUSPENSIONS**

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements, or third-party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a subcontractor, they must sign the "**Certification of a Subcontractor**" (If there is more than one subcontractor, they must all sign one of these forms.).

XXXI. CERTIFICATION OF A SUBCONTRACTOR FORM

Request for Proposals Number: 23-23

Project Hazardous Waste Services

The potential Subcontractor, _____
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The Subcontractor, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Print Signature

Date

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XXXII. NON-RESIDENT CONTRACTOR INFORMATION

From: Department of Administration
Division of Taxation
289 Promenade Street
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"
Regulation Re: Contractors and Subcontractors - "Regulation C"
Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxed due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

DEFINITION OF NON-RESIDENT CONTRACTOR

"A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse, or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner and which is continuously maintained, occupied, and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business".

In order to effectively implement this legislative change, which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark
Tax Administrator

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XXXIII. DRUG & ALCOHOL TESTING PROGRAM

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles in and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which ensures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

XXXIV. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT
CONTRACT SERVICE PROVIDER
ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT

Employee Name: _____

Company Name: _____

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

Employee
Signature: _____ Date: _____

Return To: Drug and Alcohol Test Coordinator
Department of Human Resources
Rhode Island Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, Rhode Island 02907

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XXXVI. SCOPE OF WORK

Rhode Island Public Transit Authority (RIPTA) is seeking proposals for a service contract of up to five (5) years for the collection, disposal, and management of hazardous wastes at all RIPTA facilities within the State of Rhode Island.

This service includes those items discussed herein, including: sampling, manifest preparation, supply coordination, storage labeling, transportation, handling and disposal, emergency services, and specified maintenance for all forms of hazardous, universal, and bio-hazardous waste.

XXXVII. OVERVIEW AND GENERAL REQUIREMENTS

This contract includes the following summary of work and services.

Further information is provided in these specifications herein.

- A. Pricing shall include all costs for disposal, fees, applicable pickup fees, and taxes. The pricing is for wastes listed herein, and expected to be generated as indicated by the attached profiles found in Appendix 1. RIPTA is exempt from all state, local and federal taxes.
- B. Pricing shall include all tools, equipment, labor, and incidentals necessary to complete the work as described and listed herein.
- C. The Vendor shall complete all tasks in accordance with all local, state and federal requirements.
- D. The Vendor is responsible for the preparation of manifests, labeling, and shipping papers. All wastes shall be labeled, documented, hauled, and disposed in accordance with applicable state, local and federal standards or at the direction of RIPTA.
- E. The Vendor will be responsible to ensure that only personnel authorized by RIPTA sign the manifest and/or shipping papers as required by EPA. A list of RIPTA personnel authorized to sign manifest and/or shipping papers will be provided to the successful bidder. RIPTA will provide an updated personnel list to vendors as necessary.
- F. The Vendor will be responsible to obtain representative samples and perform a site visit to determine accessibility and loading issues. Vendor shall be responsible to sample and profile all identified products within the first three months of the bid award start. Subsequent profiles due to any changes made by RIPTA will be billed at a pre-approved rate. Profiles shall be updated at RIPTA's discretion.
- G. The Vendor shall only pick up waste during the hours of 8:00 AM through 4:00 PM, Monday through Friday (except holidays) unless specifically requested and/or approved by RIPTA. Pickups must be scheduled with the

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- Environmental Affairs and Safety office personnel and completed within seven days following approval.
- H. The Vendor shall provide all temporary and ultimate Treatment/Disposal facilities for each waste stream. Vendor cannot change Treatment/Disposal facilities without written permission from RIPTA.
 - I. The Vendor shall provide pre-printed RI DEM/EPA and DOT labels for all containers located at each RIPTA facility. The Vendor shall provide these labels and containers at all receiving and waste pickup locations.
 - J. All waste containers, equipment, and materials shall be provided to RIPTA in new conditions. RIPTA shall approve all used equipment, materials, etc. for the work described herein. Used material and equipment must be in excellent or like-new conditions. RIPTA reserves the right to deny materials, equipment, etc. without explanation.
 - K. The Vendor shall provide waste oil filter dumpsters (275 gallon), or approved equivalent, at the locations indicated herein, or as indicated by RIPTA. The Vendor shall have a supply readily available at all times. Dumpsters reported as full must be replaced within three (3) business days (including holidays unless the holiday falls on a weekend). At a minimum, a spare dumpster (or equivalent) shall always be located at 750 Elmwood Avenue, Providence.
 - L. The Vendor shall complete weekly inspections and record the inspections in the appropriate checklist.

XXXVIII. GENERAL TERMS AND CONDITIONS

- A. Transportation costs
Transportation will be on a per pick-up basis for each waste stream. RIPTA reserves the right to combine shipments at its discretion.
- B. On-site audits
Vendor will agree to allow on-site audits of their facilities as well as those of any subsidiary, storage area, and both temporary and ultimate receiving facility as part of the proposal review process. Vendor will coordinate site visits to any disposal facilities they use to dispose of any RIPTA generated waste. RIPTA shall be accompanied by a Vendor representative and provided access to any requested facility within 10 business days of the request.

Post award, RIPTA reserves the right to request and complete on-site audits at any time. RIPTA shall be granted access to any facility within three (3) business days of notification.

In situations deemed 'high-importance' by RIPTA personnel, on-site audits must be conducted by RIPTA and Vendor representatives within 24-hours.

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- C. Off Specification Notification
Vendor agrees to immediately notify RIPTA Safety Department if any waste stream is deemed off-specification prior to incurring any additional costs.
- D. Alternative Waste Removal
RIPTA reserves the right to use alternative waste removal services for all battery and electronic waste generated at any of its facilities.
- E. Sampling Notification
RIPTA shall be made aware of standard sampling practices for each waste. Furthermore, RIPTA shall be notified prior to any other sampling a minimum of two (2) business days in advance.
- RIPTA reserves the right to attend and supervise the sampling protocol or assign the duties to a designated professional.
- F. Federal, State and Local Laws and Regulations
The Vendor shall follow all federal, state, and local laws and regulations governing employee safety and hazardous waste handling/transportation.
- All applicable training certifications shall be provided to RIPTA as part of this bid package.
- G. RIPTA Contacts
RIPTA will provide a list of contact personnel at each facility. Designated contacts will serve as the “authorized agents” for each location. Completed manifest and shipping papers will be returned to the Environmental Affairs and Safety office (705 Elmwood Avenue, Room 113, Providence, RI) within 24-hours of daily activity. Electronic documentation can be forwarded to RIPTASafety@ripta.com.
- H. Invoices
All invoices must be emailed to invoices@ripta.com
- I. Emergency Pickups
RIPTA reserves the right to schedule emergency waste pick-ups at any RIPTA facility. Vendor would be expected to respond with 24 hours.
- J. Reporting
The Vendor must complete the appropriate reporting, checklists, and inspection forms at each facility, as summarized herein.

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XXXIX. REPORTING REQUIREMENTS

The Vendor will be responsible for documentation, reporting and record keeping of the following items.

- A. Within the MAA, the Vendor shall provide an updated chart that indicates the total weight or volume of waste. This shall be monitored regularly to observe any indications of elevated tonnage and possible generator category change.
- B. The Vendor shall complete a weekly inspection form at the MAA to ensure that all state and federal requirements are met. See Section XLI.
- C. The Vendor shall complete an inspection form at each facility, including inspection of waste containers, storage compartments, and surrounding areas. An example of the inspection form is provided in Appendix II herein.
- D. The Vendor shall track and document all waste products shipped and manifested in a format approved by RIPTA. Documented information shall include waste type, profile number, size/weight, quantity, ship date, manifest number, etc.
- E. The Vendor shall provide all reports and manifests within 5-days of the completed action or inspection.

1. XL. EMERGENCY SPILL RESPONSE

- A. Vendor must serve as the primary emergency spill response contact for larger scale spills.
- B. Vendor must be capable to provide 24-hour emergency spill response services in the event of an emergency at any location as instructed by RIPTA.
- C. Response times should be less than 60 minutes to initiate mitigation or response measures with response operations being on scene within 120 minutes after the initial assessment.
- D. A 24/7 number must be provided for RIPTA notification purposes.

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1. XLI. RIPTA LOCATIONS (APPLICABLE) AND RESPONSIBILITIES
WITHIN EACH FACILITY:

This scope of work covers waste streams generated at the following RIPTA facilities:

- Bldg. A – 265-267 Melrose Street, Providence, RI (MAA location)
- Bldg. B – 269 Melrose Street, Providence, RI
- Bldg. C – 750 Elmwood Ave, Providence, RI
- Bldg. D – 325-333 Melrose Street, Providence, RI
- Bldg. E – 1 Kennedy Plaza, Providence, RI
- Bldg. F – 350 Coddington Highway, Middletown, RI
- Bldg. G – 705 Elmwood Ave, Providence, RI

RIPTA may request the Vendor to remove waste from any other RIPTA facility location throughout Rhode Island.

The following table provides a list of the Vendor's anticipated weekly inspections and responsibilities at each facility.

The Vendor shall complete weekly services at each of the listed facilities; including but not limited to:

- Inspections, evaluations, documentation, and replacement waste containers as listed herein. The Vendor shall complete the SAA Inspection Checklist, see Section XXXIX.
- The Vendor shall dispose of waste when necessary and verified by RIPTA personnel.
- All items shall be inspected weekly by the Vendor. All items shall be disposed and containers replaced as necessary or as instructed by RIPTA.
- The Vendor shall inspect all above-ground storage tanks (AST) and underground storage tanks as noted in the table. If any issues or leaks are identified, the Vendor shall immediately notify RIPTA and provide emergency spill prevention action as necessary.

The Vendor shall furnish and deliver extra labels and containers to RIPTA for storage in the designated Mass Accumulation Area (MAA) or as instructed by RIPTA personnel. The MAA is located at Building A; also referred to as 265-267 Melrose Street, in Providence, RI. The Vendor shall conduct weekly inspections of

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the MAA supply stock. At no time shall the MAA supply stock fall below the following quantities:

1. Six (6) drums with open topped lids and bungs
2. Six (6) 5-gallon plastic pails with sealing tops
3. Six (6) 5-gallon steel pails with lids,
4. Two (2) electronic waste boxes for e-waste shipping
5. Six (6) T-pack containers suitable for DOT transit operations (including pallet)
6. Appropriate containers for the safe storage of waste fluorescent bulbs in both 4- and 8-foot lengths

The Vendor shall furnish and deliver surplus supplies for excess waste generation, including but not limited to the items listed above for MAA stock supply, upon request of the Environmental Affairs and Safety office.

Building ID	Address	Responsible Items Include but not limited to:	Pay Item #
A	265 Melrose Street Providence, RI	Maintain the Mass Accumulation Area (MAA) as described herein and ensure all storage meets EPA labeling and length of storage requirements	-- --
		Inspect aerosol drum; replace as necessary; dispose of empty aerosol cans in steel dumpster	5
		Inspect broken/unbroken fluorescent bulb boxes	10, 12
		Inspect and organize all waste batteries	21, 22, 23
B	269 Melrose Street Providence, RI	Inspect waste fluid drum	-- --
		Inspect fuel fill port spill containers and equipment for underground storage tanks: <ul style="list-style-type: none"> • UST-1B (diesel) • UST-2B (diesel) • UST-3B (diesel) • UST-4B (unleaded gasoline) 	-- --
		Inspect above-ground storage tanks and equipment: <ul style="list-style-type: none"> • AST-5B (diesel exhaust fluid) • AST-6B (motor oil) • AST-7B (antifreeze) • AST-8B (windshield fluid) • AST-9B (diesel generator) • AST-10B (hydraulic fluid at compactor) 	-- --
		Inspect oily debris T-Pack;	2

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C	750 Elmwood Ave. Providence RI	Inspect oily debris T-Packs (5)	2
		Inspect waste oil filter dumpsters (2); dispose as necessary	-- --
		Note: 2 nd oil filter dumpster available always for immediate replacement	
		Inspect VOC thinner waste drum (near paint booth)	3
		Inspect aerosol drum in Parts Department	5
		Inspect gear oil drum	8
		Inspect grease drum	16
		Inspect AST-1C (currently empty);	18
		Inspect AST-2C (waste anti-freeze);	-- --
		Inspect AST-5C (waste oil);	8
		Transport broken/unbroken fluorescent bulbs to MAA for proper disposal	10, 12
		Inspect above-ground storage tanks: <ul style="list-style-type: none"> • AST-3C (virgin anti-freeze) • AST-4C (virgin anti-freeze) • AST-6C (motor oil) • AST-7C (motor oil) • AST-8C (hydraulic fluid) • AST-9C (diesel generator) 	-- --
F	350 Coddington Highway Middletown, RI	Inspect oily debris T-pack;	2
		Inspect waste oil filter dumpster;	-- --
		Inspect aerosol drum; replace as necessary Note: RIPTA will transport full drum to MAA for piercing by Vendor	5
		Inspect waste anti-freeze tote;	N/A
		Inspect AST-5F (waste oil);	8
		Inspect above-ground storage tanks: <ul style="list-style-type: none"> • AST-1F (virgin anti-freeze) • AST-2F (transmission fluid) • AST-3F (currently empty) • AST-4F (motor oil) • AST-6F (Sanborn filter) • AST-7FA/B (hydraulic lift fluid) • AST-8F (diesel generator) • AST-9F (transformer oil) • AST-10F (hydraulic trash compactor oil) • AST-11F (gear oil) • AST-12F (synthetic grease) • AST-13F (diesel) 	-- --

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G	705 Elmwood Ave. Providence, RI	Inspect oily debris T-packs (3 typ.);	2
		Inspect waste oil filter dumpster;	-- --
		Inspect aerosol drum;	5
		Inspect fuel dispensers (indoor & outdoor) and above-ground fuel storage tanks: <ul style="list-style-type: none"> • AST-1G (unleaded gasoline) • AST-2G (unleaded gasoline) • AST-3G (diesel) • AST-18G (K100 diesel additive) 	-- --
		Inspect above-ground storage tanks (in lube room): <ul style="list-style-type: none"> • AST-4G (motor oil) • AST-5G (transmission fluid) • AST-6G (hydraulic fluid) • AST-7G (windshield fluid) • AST-9G (motor oil) • AST-10G (anti-freeze) • AST-11G (motor oil) • AST-12G (gear oil) • AST-13G (grease) • AST-14G (hydraulic compactor fluid) • AST-15G (diesel generator) • AST-17G (transformer oil) 	-- --
		Inspect AST-8G (waste oil);	8
		Waste antifreeze removal and disposal	-- --

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1. XLII. OIL/WATER SEPARATORS (OWS)

The Vendor shall provide annual/semi-annual services to oil/water separators (OWS) as indicated. RIPTA reserves the right to request further services on all OWS. These services shall include, but not limited to:

- A. The Vendor shall account for all labor, equipment, materials, and incidentals to pump all material (solids, sludge, liquids, etc.), and complete the manufacturer-recommended cleaning of tanks, filters, and all components.
- B. The Vendor shall load, haul, and dispose of all material (solids, sludge, liquids, etc.) to an approved and licensed facility. Any disposal documentation shall be provided to RIPTA within 24-hours of leaving the facility.
- C. The Vendor shall provide add alternate pricing for the replacement of in-tank coalescing media/filters. The Vendor shall provide a recommendation for replacement to the designated RIPTA personnel. RIPTA shall provide the Vendor with written approval of said replacement prior to said replacement activity.
 - i. All repairs and replacements shall be completed in accordance with the manufacturers guidelines and recommendations.
- D. All applicable RIPTA OWS locations are listed in the following Section XLIII.

2. XLIII. OIL/WATER SEPARATOR INFORMATION

- A. Definitions:
 - i. Source: Upstream, connected, or generated RIPTA facility operation.
 - ii. Frequency: Minimum frequency of cleaning and maintenance service requirements.

Bldg.	Location	Size	Source	Frequency	Notes
B	269 Melrose Street	3,000 gal. (Highland)	Trenches	Annually	
B	269 Melrose Street	1,000 gal. (Highland)	Bus wash	Twice annually	To include removal of any oil twice annually with cleanings
C	750 Elmwood Avenue	6,000 gal. (Containment Solutions)	Trenches, vehicle hoist and steam room drains, degreasing room, parts cleaning room	Twice-annually	DOT pit, grit, and oil interceptor pit pre-OWS and outfall pit to sewer. Two additional pits in undercarriage steaming room and cleaning pit under hand wash section in same area. Vacuum floatable oil twice annually from all pits if required

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Bldg.	Location	Size	Source	Frequency	Notes
C	750 Elmwood Avenue	1,000 gal.	Emergency Spill Tank	At the direction of RIPTA	To collect any spills from lubrication room or water infiltration from drains
F	350 Coddington Hwy.	1,000 gal.	Trenches	At the direction of RIPTA	Includes sediment pit pre-Sanborn unit. Cleaning and maintenance as needed.
F	350 Coddington Hwy.	3,000 gal.	Bus Wash	Annual removal of sediments in OWS and sediment pits	Vacuum oil twice annually
G	705 Elmwood Avenue	5,000 gal.	All (outdoor pre-sewer)	Annual OWS cleaning with filters	Vacuum oil twice annually
G	705 Elmwood Avenue	10,000 gal.	Bus wash trench and reclaim tank of sediment	Twice-annually	Pump sedimentation from trenches and pit, chamber pre OWS and reclaim pit
G	705 Elmwood Avenue	1,000 gal.	Undercarriage wash bay	Annually	Includes two pits for sediment
G	705 Elmwood Avenue	1,500 gal. (Highland)	Emergency Spill tank	At the direction of RIPTA	To collect any spills from lubrication room

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1. XLIV. TRAINING REQUIREMENTS

The Vendor shall provide annual RCRA/DOT refresher training for manifest signers. Training for both Vendor and RIPTA authorized personnel to sign manifests shall be provided annually by the Vendor. The Vendor shall assume a maximum of five (5) RIPTA and a minimum of five (5) Vendor personnel to participate in the annual trainings.

All certificates, as applicable, shall be provided to RIPTA as part of this bid submittal.

2. XLV. WASTE PROFILES

Sample profile sheets are attached for each waste stream. These profiles present representative analysis for each waste stream and shall be reviewed and analyzed prior to first shipment. They can be found in Appendix I.

3. XLVI. CONTRACT TERM

Contract is for a one-year duration with up to four (4) annual renewal options to be exercised at the sole discretion of the Authority.

4. XLVII. REQUIRED PROPOSAL INFORMATION

Proposers must provide an "audit package" for all transporters and disposal facilities used to include the following:

- A. All applicable state, local and federal permits and certifications
- B. Site history information
- C. Facility description to include process capabilities, treatment methods, and any special requirements
 - i. The Vendor shall provide all temporary and ultimate Treatment/Disposal facilities for each waste stream.
- D. Copies of Certificate of Insurance to include Environmental Liability Insurance and Pollution Prevention Insurance
- E. A complete list of ANY/ALL environmental issues for the past five years. Including but not limited to: project names, State or Federal project numbers, a description of the project, the authority project manager and contact information, and the current project status.
- F. Federal, State and Local Notices of Violations or other enforcement action
- G. Reports of all actual or potential releases of any hazardous material to any Federal, State or Local agency

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Proposal Price Submittal Worksheet

1. XLVIII.DISPOSAL SERVICES EVALUATION FACTORS

Proposals will be evaluated on the criteria listed:

Cost of Service (price): (The total cost for calculation purposes will assume one of each item listed on the price submittal form.)	20 points
Experience Performing Hazardous Waste Removal	15 points
Ability to meet response times as outlined in RFP:	15 points
Direct ownership of necessary equipment:	10 points
Ability to facilitate the management of wastes: (as required by OSHA/EPA through demonstration of previous contract awards)	10 points
Adequate personnel to facilitate emergency response:	10 points
Work experience:	10 points
Ability to provide training requirements internally	5 points
Presence of a Rhode Island licensed and certified Professional Engineer (PE) as part of response and oversight:	5 points

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Proposal Price Submittal Worksheet

XLIX. PROPOSAL PRICE SUBMITTAL SHEET

Item	Profile Number	Description	Unit of Measure	Approx. Annual Disposal Quantity	Year One Unit Price
21	None	Oil Water Separator (OWS) liquids unsuitable for recanting (per gallon)	Gallon		
22	None	Waste batteries – equipment Lead Acid	Pound	650	
23	None	Waste batteries (Li-Ion)	Pound	30	
24	None	Waste batteries (Ni-Cad)	Pound	30	
25	None	Light ballasts	Pound		
26	None	Cost to dispose of e-waste	Pound	3,400	
27	Not Applicable	Bio-hazardous waste (price per pound)	Pound	20	
28	Not Applicable	T-Pack for oily waste removal (include liner and pallet if required)	T Pack		
29	Not Applicable	5-gallon plastic pails with lids for dusts	Each		
30	Not Applicable	5-gallon steel pails with steel lids for disposal of steel filings for recycling	Each		
31	Not Applicable	Bio-hazard waste boxes for shipping	Each		
32	Not Applicable	Disposable fluorescent light boxes	Each		
33	Not Applicable	Disposable fluorescent light boxes	Each		
34	Not Applicable	Emergency Response: Standard hourly rate during business hours	Manhour		
35	Not Applicable	Emergency Response: After hours response labor	Manhour		
36	Not Applicable	Weekly Inspection Cost	Each	52	

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Estimated quantities per the average of 2021 and 2022 actual quantities disposed of. Quantities are approximate only and subject to change.

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APPENDIX ONE

L. PROJECT PRICES FOR OPTION YEARS

Item No.	Description	Unit of Measure	Year 1	Year 2		Year 3		Year 4		Year 5	
			Unit Price \$	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.
1	No longer in use.	-- --									
2	Oily Debris	CY									
3	Waste Paint Thinner and paints - Petroleum based	55-gallon drum									
4	Dried Paint debris (tape, etc.)	T Pack									
5	Aerosol can fluids drum (no cans)	55-gallon drum									
6	Oily Sludge from trenches	55-gallon drum									
7	Oily sludge (non-regulated) from trenches and OWS for bulk disposal	Short Ton									
8	Waste Oil	Gallon									
9	Spent fuel	55-gallon drum									
10	Broken Fluorescent bulbs	Pound									

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APPENDIX ONE

Item No.	Description	Unit of Measure	Year 1	Year 2		Year 3		Year 4		Year 5	
			Unit Price \$	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.
11	No longer in use	-- --									
12	Unbroken fluorescent bulbs	Pound									
13	Sandblasting Debris	55 Gallon Drum									
16	Unused Grease	55-gallon drum									
17	No longer in use	-- --									
18	Hydraulic Oil	55-gallon drum									
19	Solids from Oil Water Separator	Short Ton									
20	Oil Water Separator (OWS) liquids unsuitable for recanting (per gallon)	Gallon									
21	Waste batteries - equipment Lead Acid	Pound									
22	Waste batteries (Li-Ion)	Pound									
23	Waste batteries (Ni-Cad)	Pound									
24	Light ballasts	Pound									

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Item No.	Description	Unit of Measure	Year 1	Year 2		Year 3		Year 4		Year 5	
			Unit Price \$	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.
25	Cost to dispose of e-waste	Pound									
26	Bio-hazardous waste (price per pound)	Pound									
27	T-Pack for oily waste removal (include liner and pallet if required)	T Pack									
28	5-gallon plastic pails with lids for dusts	Each									
29	5-gallon steel pails with steel lids for disposal of steel filings for recycling	Each									
30	Bio-hazard waste boxes for shipping	Each									
31	Disposable fluorescent light boxes	Each									
32	Disposable fluorescent light boxes	Each									

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APPENDIX ONE

Item No.	Description	Unit of Measure	Year 1	Year 2		Year 3		Year 4		Year 5	
			Unit Price \$	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.	Unit Price \$	% Inc.
33	Standard hourly rate during business hours	Manhour									
34	Emergency after hours response labor	Manhour									
Total Percent Increase:											

The Vendor shall provide a table similar to the above as part of the bid package. This table may be submitted electronically or utilizing the above. The tables shall include, at a minimum:

- i. Item Number, Description, Unit of Measure.
- ii. Each item shall be completed for years 1 through 5 and shall include, but not limited to: unit price and percent increase. The percent increase shall be compared to the previous year's unit price.
- iii. The Vendor shall justify any unit price increase exceeding 5%.

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LI. APPENDIX ONE: WASTE PROFILE SHEETS

Waste Profile Form

Profile No.: 2

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Oily Debris
 Process Generating Waste: Consolidation of oily solids and debris from maintenance operations

D. General Information
 1 Has laboratory analysis been performed on the waste? Y If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information
 1 Is this a US EPA hazardous waste? Y If yes, EPA waste number(s): _____
 2 Is this a state hazardous waste? Y If yes, state waste number(s): R010
 3 Is this a PCB waste regulated under TSCA? Y N
 4 Is this waste from a CERCLA clean up action? Y N
 5 Is this a dioxin bearing waste? Y N
 6 Is this an infectious or biological waste? Y N
 7 Is this waste radioactive? Y N
 8 Is this waste explosive? Y N
 9 Is this subject to RCRA subpart CC? Y N
 10 Is this subject to benzene NESHAP? Y N

F. Chemical Composition

Various oils	1-15%	%
Pads, speedi dry, plastic	75-99%	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Total must be ≥ 100%

G. Physical Characteristics of Waste
 1 Color: various
 2 Odor: none mild strong Describe oily
 3 Viscosity: low medium high
 4 Flash Point (F): <70 70-100 100-140 >140
 5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5
 6 Pumpable? N % free liquids 0%
 7 Specific Gravity: <0.8 0.8-1.0 >1.0
 8 Phase(s): single bilayered multilayered
 9 Physical State: solid liquid solid/liquid
 10 BTU/lb. <5,000
 11 % Halogens 0

H. Heavy Metals (ppm)

Arsenic (As): _____	Total <input checked="" type="checkbox"/> TCLP
Barium (Ba): _____	Selenium (Se) <u><.2</u>
Cadmium (Cd): <u>0.109</u>	Silver (Ag) <u><.02</u>
Chromium (Cr): <u><.03</u>	Copper (Cu) <u>N/A</u>
Lead (Pb): <u>1.3</u>	Nickel (Ni) <u>N/A</u>
Mercury (Hg): <u><0.2</u>	Zinc (Zn) <u>N/A</u>
	Other _____

I. Other Components (ppm)

Total Cyanide <u>0</u>	Amendable Cyanide <u>0</u>
Total Sulfide <u>0</u>	Reactive Sulfide <u>0</u>
Pesticides <u>0</u>	Herbicides <u>0</u>
Ammonia <u>0</u>	Phenolics <u>N/A</u>
Total HOC's <u>0</u>	Chelators <u>N/A</u>
Total VOC's <u>0</u>	T.O.C. <u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? Y N
 Shipping Name: Rhode Island State Regulated Oily
 UN/NA #: None Hazard Class None
 PG None RQ _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: One gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 3

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Paint thinner
 Process Generating Waste: Painting of buses

D. General Information

1 Has laboratory analysis been performed on the waste?	<input type="radio"/> N	If yes, please attach a copy.
2 Is this waste a commercial product or spill residue?	<input type="radio"/> N	
3 Is this waste a commercial product or spill residue?	<input type="radio"/> N	
4 Do you have an approved facility list?	<input type="radio"/> N	

E. Regulatory Information

1 Is this a US EPA hazardous waste?	Y <input type="radio"/>	5 Is this a dioxin bearing waste?	Y <input type="radio"/> N
If yes, EPA waste number(s): <u>F003,F005,,D001</u>		6 Is this an infectious or biological waste?	Y <input type="radio"/> N
2 Is this a state hazardous waste?	<input type="radio"/> N	7 Is this waste radioactive?	Y <input type="radio"/> N
If yes, state waste number(s): _____		8 Is this waste explosive?	Y <input type="radio"/> N
3 Is this a PCB waste regulated under TSCA?	Y <input type="radio"/> N	9 Is this subject to RCRA subpart CC?	Y <input type="radio"/> N
4 Is this waste from a CERCLA clean up action?	Y <input type="radio"/> N	10 Is this subject to benzene NESHAP?	Y <input type="radio"/>

F. Chemical Composition

mineral spirits	80-90% %
petroleum based paints	10-20% %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Total must be ≥ 100%

G. Physical Characteristics of Waste

- 1 Color: various
- 2 Odor: none mild strong Describe min: _____
- 3 Viscosity: low medium high
- 4 Flash Point (F): <70 70-100 100-140 >140
- 5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5
- 6 Pumpable? Y N % free liquids 100%
- 7 Specific Gravity: <0.8 0.8-1.0 >1.0
- 8 Phase(s): single bilayered multilayered
- 9 Physical State: solid liquid solid/liquid
- 10 BTU/lb. >5000
- 11 % Halogens 0

H. Heavy Metals (ppm)

Arsenic (As): _____	Total	X	TCLP	
Barium (Ba): _____	Selenium (Se)	<.2		
Cadmium (Cd): <u><.1</u>	Silver (Ag)	<.02		
Chromium (Cr): <u><.03</u>	Copper (Cu)	N/A		
Lead (Pb): <u><.1</u>	Nickel (Ni)	N/A		
Mercury (Hg): <u><.02</u>	Zinc (Zn)	N/A		
	Other			

I. Other Components (ppm)

Total Cyanide <u>0</u>			Amendable Cyanide <u>0</u>
Total Sulfide <u>0</u>			Reactive Sulfide <u>0</u>
Pesticides <u>0</u>			Herbicides <u>0</u>
Ammonia <u>0</u>			Phenolics <u>N/A</u>
Total HOC's <u>0</u>			Chelators <u>N/A</u>
Total VOC's <u>0</u>			T.O.C. <u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? Y
 Shipping Name: Waste Flammable Liquids,n.o.s.
 UN/NA #: UN1993 Hazard Class 3
 PG II RQ _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: Two gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 4

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext ### Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Paint debris
 Process Generating Waste: Painting of buses

D. General Information
 1. Has laboratory analysis been performed on the waste? Y If yes, please attach a copy.
 2. Is this waste a commercial product or spill residue? N
 3. Is this waste a commercial product or spill residue? N
 4. Do you have an approved facility list? N

E. Regulatory Information
 1. Is this a US EPA hazardous waste? N
 If yes, EPA waste number(s): _____
 2. Is this a state hazardous waste? N
 If yes, state waste number(s): _____
 3. Is this a PCB waste regulated under TSCA? Y N
 4. Is this waste from a CERCLA clean up action? Y N
 5. Is this a dioxin bearing waste? Y N
 6. Is this an infectious or biological waste? Y N
 7. Is this waste radioactive? Y N
 8. Is this waste explosive? Y N
 9. Is this subject to RCRA subpart CC? Y N
 10. Is this subject to benzene NESHAP? Y

F. Chemical Composition

masking tape, plastic, paper	90-99% %
petroleum based paints	1-5% %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Total must be ≥ 100%

G. Physical Characteristics of Waste
 1 Color: various
 2 Odor: none mild strong Describe paint
 3 Viscosity: low medium high
 4 Flash Point (F): <70 70-100 100-140 >140
 5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5
 6 Pumpable? N % free liquids 0%
 7 Specific Gravity: <0.8 0.8-1.0 >1.0
 8 Phase(s): single bilayered multilayered
 9 Physical State: solid liquid solid/liquid
 10 BTU/lb. <5000btu
 11 % Halogens 0

H. Heavy Metals (ppm)

Arsenic (As): <u><4.38</u>	X Total	TCLP
Barium (Ba): <u>518</u>	Selenium (Se): <u><8.77</u>	
Cadmium (Cd): <u>1.32</u>	Silver (Ag): <u><.88</u>	
Chromium (Cr): <u>1.75</u>	Copper (Cu): <u>N/A</u>	
Lead (Pb): <u>12.3</u>	Nickel (Ni): <u>N/A</u>	
Mercury (Hg): <u><0.2</u>	Zinc (Zn): <u>N/A</u>	
	Other: _____	

I. Other Components (ppm)

Total Cyanide: <u>0</u>	Amendable Cyanide: <u>0</u>
Total Sulfide: <u>0</u>	Reactive Sulfide: <u>0</u>
Pesticides: <u>0</u>	Herbicides: <u>0</u>
Ammonia: <u>0</u>	Phenolics: <u>N/A</u>
Total HOC's: <u>0</u>	Chelators: <u>N/A</u>
Total VOC's: <u>0</u>	T.O.C.: <u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? N
 Shipping Name: Non DOT, non EPA regulated
 Material: _____
 UN/NA #: _____ Hazard Class: _____
 PG: _____ RQ: _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: Two gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 5

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Empty spray cans
 Process Generating Waste: Painting of buses

D. General Information
 1 Has laboratory analysis been performed on the waste? N If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information
 1 Is this a US EPA hazardous waste? Y O 5 Is this a dioxin bearing waste? Y N
 If yes, EPA waste number(s): F003,F005,D001 6 Is this an infectious or biological waste? Y N
 2 Is this a state hazardous waste? N 7 Is this waste radioactive? Y N
 If yes, state waste number(s): _____ 8 Is this waste explosive? Y N
 3 Is this a PCB waste regulated under TSCA? Y N 9 Is this subject to RCRA subpart CC? Y N
 4 Is this waste from a CERCLA clean up action? Y N 10 Is this subject to benzene NESHAP? Y O

F. Chemical Composition	
empty spray cans	90-99% %
petroleum based paints	1-5% %
Total must be ≥ 100%	

G. Physical Characteristics of Waste
 1 Color: various
 2 Odor: none mild strong Describe paint
 3 Viscosity: low medium high
 4 Flash Point (F): <70 70-100 100-140 >140
 5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5
 6 Pumpable? O N % free liquids 0%
 7 Specific Gravity: <0.8 0.8-1.0 >1.0
 8 Phase(s): single bilayered multilayered
 9 Physical State: solid liquid solid/liquid
 10 BTU/lb: >5000
 11 % Halogens 0

H. Heavy Metals (ppm)	X	Total	TCLP
Arsenic (As):	<4.38	Selenium (Se)	<8.77
Barium (Ba):	518	Silver (Ag)	<.88
Cadmium (Cd):	1.32	Copper (Cu)	N/A
Chromium (Cr):	1.75	Nickel (Ni)	N/A
Lead (Pb):	12.3	Zinc (Zn)	N/A
Mercury (Hg):	<0.2	Other	

I. Other Components (ppm)	No UHC's
Total Cyanide	0
Total Sulfide	0
Pesticides	0
Ammonia	0
Total HOC's	0
Total VOC's	0
Amendable Cyanide	0
Reactive Sulfide	0
Herbicides	0
Phenolics	N/A
Chelators	N/A
T.O.C.	N/A

J. DOT Information RQ
 Is this a DOT hazardous material? N
 Shipping Name: Waste Flammable Liquids, n.o.s.
 Material _____
 UN/NA #: UN1993 Hazard Class 3
 PG II RQ _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: Two gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 6

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Waste oil sludge
 Process Generating Waste: Cleaning of trenches

D. General Information
 1 Has laboratory analysis been performed on the waste? N If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information
 1 Is this a US EPA hazardous waste? N
 If yes, EPA waste number(s): _____
 2 Is this a state hazardous waste? Y N
 If yes, state waste number(s): R010
 3 Is this a PCB waste regulated under TSCA? Y N
 4 Is this waste from a CERCLA clean up action? Y N
 5 Is this a dioxin bearing waste? Y N
 6 Is this an infectious or biological waste? Y N
 7 Is this waste radioactive? Y N
 8 Is this waste explosive? Y N
 9 Is this subject to RCRA subpart CC? Y N
 10 Is this subject to benzene NESHAP? Y N

F. Chemical Composition

various oils	35-45%	%
silt, dirt	55-65%	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Total must be ≥ 100%

G. Physical Characteristics of Waste
 1 Color: brownish black
 2 Odor: none mild strong Describe oily
 3 Viscosity: low medium high
 4 Flash Point (F): <70 70-100 100-140 >140
 5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5
 6 Pumpable? N Y % free liquids 35-45%
 7 Specific Gravity: <0.8 0.8-1.0 >1.0
 8 Phase(s): single bilayered multilayered
 9 Physical State: solid liquid solid/liquid
 10 BTU/lb. <5000
 11 % Halogens 0

H. Heavy Metals (ppm)

	X Total	TCLP
Arsenic (As):	<u><4.38</u>	Selenium (Se) <u><8.77</u>
Barium (Ba):	<u>518</u>	Silver (Ag) <u><.88</u>
Cadmium (Cd):	<u>1.32</u>	Copper (Cu) <u>N/A</u>
Chromium (Cr):	<u>1.75</u>	Nickel (Ni) <u>N/A</u>
Lead (Pb):	<u>12.3</u>	Zinc (Zn) <u>N/A</u>
Mercury (Hg):	<u><0.2</u>	Other _____

I. Other Components (ppm)

	(ppm)	No UHC's
Total Cyanide	<u>0</u>	Amendable Cyanide <u>0</u>
Total Sulfide	<u>0</u>	Reactive Sulfide <u>0</u>
Pesticides	<u>0</u>	Herbicides <u>0</u>
Ammonia	<u>0</u>	Phenolics <u>N/A</u>
Total HOC's	<u>0</u>	Chelators <u>N/A</u>
Total VOC's	<u>0</u>	T.O.C. <u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? Y N
 Shipping Name: Rhode Island State Regulated Oily
 Material _____
 UN/NA #: None Hazard Class None
 PG None RQ _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: ## gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 7

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Oil/Water separator contents
 Process Generating Waste: Oil/water separator process prior to discharge to sewer

D. General Information

1 Has laboratory analysis been performed on the waste?	<input type="radio"/> N	If yes, please attach a copy.
2 Is this waste a commercial product or spill residue?	<input type="radio"/> N	
3 Is this waste a commercial product or spill residue?	<input type="radio"/> N	
4 Do you have an approved facility list?	<input type="radio"/> N	

E. Regulatory Information

1 Is this a US EPA hazardous waste?	<input type="radio"/> N	5 Is this a dioxin bearing waste?	Y <input type="radio"/> N
If yes, EPA waste number(s): _____		6 Is this an infectious or biological waste?	Y <input type="radio"/> N
2 Is this a state hazardous waste?	<input type="radio"/> N	7 Is this waste radioactive?	Y <input type="radio"/> N
If yes, state waste number(s): _____		8 Is this waste explosive?	Y <input type="radio"/> N
3 Is this a PCB waste regulated under TSCA?	Y <input type="radio"/> N	9 Is this subject to RCRA subpart CC?	Y <input type="radio"/> N
4 Is this waste from a CERCLA clean up action?	Y <input type="radio"/> N	10 Is this subject to benzene NESHAP?	Y <input type="radio"/> N

F. Chemical Composition

Various oils	5-20%	%
Water	70-94	%
Silt, dirt	1-5%	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Total must be ≥ 100%

G. Physical Characteristics of Waste

1 Color: Brown

2 Odor: none mild strong Describe _____

3 Viscosity: low medium high

4 Flash Point (F): <70 70-100 100-140 >140

5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5

6 Pumpable? Y _____ % free liquids > 85%

7 Specific Gravity: <0.8 0.8-1.0 >1.0

8 Phase(s): single bilayered multilayered

9 Physical State: solid liquid solid/liquid

10 BTU/lb. <5000

11 % Halogens 0

H. Heavy Metals (ppm)

Arsenic (As): <u><.25</u>	X Total	TCLP
Barium (Ba): <u><1</u>	Selenium (Se): <u><.05</u>	Silver (Ag): <u><.05</u>
Cadmium (Cd): <u><.025</u>	Copper (Cu): <u>NA</u>	Nickel (Ni): <u>NA</u>
Chromium (Cr): <u><.1</u>	Zinc (Zn): <u>NA</u>	Other: _____
Lead (Pb): <u><.5</u>		
Mercury (Hg): <u><.02</u>		

I. Other Components (ppm)

Total Cyanide	0	Amendable Cyanide	0
Total Sulfide	0	Reactive Sulfide	0
Pesticides	0	Herbicides	0
Ammonia	0	Phenolics	N/A
Total HOC's	0	Chelators	N/A
Total VOC's	0	T.O.C.	N/A

J. DOT Information RQ

Is this a DOT hazardous material? N

Shipping Name: Non DOT, non EPA regulated
 Material _____

UN/NA#: None Hazard Class None

PG None RQ _____

K. Frequency and Mode of Shipments

Method of shipment: _____ drum bulk liquid _____ tpak

Container type/size: _____

Volume of shipment: 1000-1500 _____ gallon _____ tpak _____ drum

Frequency per shipment: _____ one time _____ weekly quarterly

L. Generator Certification

I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.

Title: _____ Date: _____

Name: _____ Signature: _____

Waste Profile Form

Profile No.: 8

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Waste Oil
 Process Generating Waste: Consolidation of various spent oils from bus maintenance operations

D. General Information
 1 Has laboratory analysis been performed on the waste? Y If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information
 1 Is this a US EPA hazardous waste? N If yes, EPA waste number(s): _____
 2 Is this a state hazardous waste? Y If yes, state waste number(s): R010
 3 Is this a PCB waste regulated under TSCA? Y N
 4 Is this waste from a CERCLA clean up action? Y N
 5 Is this a dioxin bearing waste? Y N
 6 Is this an infectious or biological waste? Y N
 7 Is this waste radioactive? Y N
 8 Is this waste explosive? Y N
 9 Is this subject to RCRA subpart CC? Y N
 10 Is this subject to benzene NESHAP? Y N

F. Chemical Composition

Various oils	95-100% %
Water	1-5% %
Silt, dirt	1-5% %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Total must be ≥ 100%

G. Physical Characteristics of Waste
 1 Color: Brown
 2 Odor: none X mild strong Describe _____
 3 Viscosity: X low medium high
 4 Flash Point (F): <70 70-100 100-140 X >140
 5 pH: <2 2.01-5 X 5.01-9 9.01-12.5 >12.5
 6 Pumpable? Y % free liquids 100%
 7 Specific Gravity: <0.8 0.8-1.0 X >1.0
 8 Phase(s): X single bilayered multilayered
 9 Physical State: solid X liquid solid/liquid
 10 BTU/lb. <5000
 11 % Halogens 0

H. Heavy Metals (ppm)

	X Total	TCLP
Arsenic (As):	<u><.2</u>	<u><.2</u>
Barium (Ba):	<u><1</u>	<u><.02</u>
Cadmium (Cd):	<u>0.016</u>	<u>NA</u>
Chromium (Cr):	<u><.03</u>	<u>NA</u>
Lead (Pb):	<u><.04</u>	<u>NA</u>
Mercury (Hg):	<u><.02</u>	<u>NA</u>
	<u>Other</u>	<u>NA</u>

I. Other Components (ppm)

	No UHC's
Total Cyanide	<u>0</u>
Total Sulfide	<u>0</u>
Pesticides	<u>0</u>
Ammonia	<u>0</u>
Total HOC's	<u>0</u>
Total VOC's	<u>0</u>
Amendable Cyanide	<u>0</u>
Reactive Sulfide	<u>0</u>
Herbicides	<u>0</u>
Phenolics	<u>N/A</u>
Chelators	<u>N/A</u>
T.O.C.	<u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? N
 Shipping Name: Rhode Island State Regulated Oil
 Material: _____
 UN/NA #: None Hazard Class: None
 PG: None RQ: _____

K. Frequency and Mode of Shipments
 Method of shipment: drum X bulk liquid tpak
 Container type/size: _____
 Volume of shipment: ## gallon tpak drum
 Frequency per shipment: one time X weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 9

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaift
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Spent Gasoline
 Process Generating Waste: Bus maintenance operations

D. General Information
 1 Has laboratory analysis been performed on the waste? N If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information

1 Is this a US EPA hazardous waste? If yes, EPA waste number(s): <u>D001,D018</u>	Y <input type="radio"/>	5 Is this a dioxin bearing waste?	Y <input type="radio"/>
2 Is this a state hazardous waste? If yes, state waste number(s): _____	<input type="radio"/> N	6 Is this an infectious or biological waste?	Y <input type="radio"/>
3 Is this a PCB waste regulated under TSCA?	Y <input type="radio"/>	7 Is this waste radioactive?	Y <input type="radio"/>
4 Is this waste from a CERCLA clean up action?	Y <input type="radio"/>	8 Is this waste explosive?	Y <input type="radio"/>
		9 Is this subject to RCRA subpart CC?	Y <input type="radio"/>
		10 Is this subject to benzene NESHA?	Y <input type="radio"/>

F. Chemical Composition

Gasoline	95-100% %
Water	1-5% %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Total must be ≥ 100%

G. Physical Characteristics of Waste

1 Color: Amber

2 Odor: _____ none _____ mild strong Describe gas _____

3 Viscosity: low _____ medium _____ high

4 Flash Point (F): <70 _____ 70-100 _____ 100-140 _____ >140

5 pH: _____ <2 _____ 2.01-5 5.01-9 _____ 9.01-12.5 _____ >12.5

6 Pumpable? % free liquids 100%

7 Specific Gravity: _____ <0.8 0.8-1.0 _____ >1.0

8 Phase(s): _____ single bilayered _____ multilayered

9 Physical State: _____ solid liquid _____ solid/liquid

10 BTU/lb. >5000 _____

11 % Halogens 0

H. Heavy Metals (ppm)

	<input checked="" type="checkbox"/> Total	TCLP
Arsenic (As): <u><.2</u>	Selenium (Se) <u><.2</u>	
Barium (Ba): <u><1</u>	Silver (Ag) <u><.02</u>	
Cadmium (Cd): <u>0.016</u>	Copper (Cu) <u>NA</u>	
Chromium (Cr): <u><.03</u>	Nickel (Ni) <u>NA</u>	
Lead (Pb): <u><.04</u>	Zinc (Zn) <u>NA</u>	
Mercury (Hg): <u><.02</u>	Other _____	

I. Other Components (ppm)

	No UHC's
Total Cyanide <u>0</u>	Amendable Cyanide <u>0</u>
Total Sulfide <u>0</u>	Reactive Sulfide <u>0</u>
Pesticides <u>0</u>	Herbicides <u>0</u>
Ammonia <u>0</u>	Phenolics <u>N/A</u>
Total HOC's <u>0</u>	Chelators <u>N/A</u>
Total VOC's <u>0</u>	T.O.C. <u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? Y
 Shipping Name: Waste Flammable Liquids.N.O.S.
 (Gasoline)
 UN/NA #: UN1993 Hazard Class 3
 PG II RQ

K. Frequency and Mode of Shipments
 Method of shipment: drum _____ bulk liquid _____ tpak
 Container type/size: _____
 Volume of shipment: 3 _____ gallon _____ tpak drum
 Frequency per shipment: _____ one time _____ weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.

Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 10

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext 1147 Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Broken Fluorescent Bulbs
 Process Generating Waste: Broken light bulbs from the facility

D. General Information
 1 Has laboratory analysis been performed on the waste? N If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information

1 Is this a US EPA hazardous waste? <input type="radio"/> Y <input type="radio"/> N	5 Is this a dioxin bearing waste? <input type="radio"/> Y <input type="radio"/> N
If yes, EPA waste number(s): <u>D009</u>	6 Is this an infectious or biological waste? <input type="radio"/> Y <input type="radio"/> N
2 Is this a state hazardous waste? <input type="radio"/> N	7 Is this waste radioactive? <input type="radio"/> Y <input type="radio"/> N
If yes, state waste number(s): _____	8 Is this waste explosive? <input type="radio"/> Y <input type="radio"/> N
3 Is this a PCB waste regulated under TSCA? <input type="radio"/> Y <input type="radio"/> N	9 Is this subject to RCRA subpart CC? <input type="radio"/> Y <input type="radio"/> N
4 Is this waste from a CERCLA clean up action? <input type="radio"/> Y <input type="radio"/> N	10 Is this subject to benzene NESHAP? <input type="radio"/> Y <input type="radio"/> N

F. Chemical Composition

Crushed light bulbs	97-99% %
Mercury	1-3% %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Total must be ≥ 100%

G. Physical Characteristics of Waste

1 Color: White

2 Odor: none mild strong Describe _____

3 Viscosity: low medium high

4 Flash Point (F): <70 70-100 100-140 X >140

5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5

6 Pumpable? N % free liquids _____

7 Specific Gravity: <0.8 0.8-1.0 >1.0

8 Phase(s): single bilayered multilayered

9 Physical State: solid liquid solid/liquid

10 BTU/lb. <5000

11 % Halogens 0

H. Heavy Metals (ppm)

Arsenic (As): <u><.2</u>	Total X	TCLP
Barium (Ba): <u><1</u>	Selenium (Se) <u><.2</u>	
Cadmium (Cd): <u>0.016</u>	Silver (Ag) <u><.02</u>	
Chromium (Cr): <u><.03</u>	Copper (Cu) <u>NA</u>	
Lead (Pb): <u><.04</u>	Nickel (Ni) <u>NA</u>	
Mercury (Hg): <u>>5</u>	Zinc (Zn) <u>NA</u>	
	Other _____	

I. Other Components (ppm)

Total Cyanide	<u>0</u>	Amendable Cyanide	<u>0</u>
Total Sulfide	<u>0</u>	Reactive Sulfide	<u>0</u>
Pesticides	<u>0</u>	Herbicides	<u>0</u>
Ammonia	<u>0</u>	Phenolics	<u>N/A</u>
Total HOC's	<u>0</u>	Chelators	<u>N/A</u>
Total VOC's	<u>0</u>	T.O.C.	<u>N/A</u>

J. DOT Information RQ
 Is this a DOT hazardous material? Y N
 Shipping Name: Hazardous Waste Solid, n.o.s. (mercury) Material _____
 UN/NA #: NA3077 Hazard Class 9
 PG III RQ _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: 1 gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

Waste Profile Form

Profile No.: 12

A. Generator Information
 Generator: Rhode Island Public Transit Authority
 Address (site): 705 Elmwood Avenue
 City/State/Zip: Providence, Rhode Island 02907
 Contact: Peter Ginaitt
 Telephone: 784-9500 ext ### Fax: 784-9574
 EPA ID #: RID041275652

B. Invoicing Information
 Cust. Name: Same
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

C. Waste Information
 Common Waste Name: Fluorescent light bulbs(unbroken)
 Process Generating Waste: Updating/replacement of light bulbs from facility

D. General Information
 1 Has laboratory analysis been performed on the waste? N If yes, please attach a copy.
 2 Is this waste a commercial product or spill residue? N
 3 Is this waste a commercial product or spill residue? N
 4 Do you have an approved facility list? N

E. Regulatory Information
 1 Is this a US EPA hazardous waste? N
 If yes, EPA waste number(s): _____
 2 Is this a state hazardous waste? N
 If yes, state waste number(s): _____
 3 Is this a PCB waste regulated under TSCA? Y N
 4 Is this waste from a CERCLA clean up action? Y N
 5 Is this a dioxin bearing waste? Y N
 6 Is this an infectious or biological waste? Y N
 7 Is this waste radioactive? Y N
 8 Is this waste explosive? Y N
 9 Is this subject to RCRA subpart CC? Y N
 10 Is this subject to benzene NESHAP? Y N

F. Chemical Composition

Unbroken light bulbs	100%	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Total must be ≥ 100%

G. Physical Characteristics of Waste
 1 Color: White
 2 Odor: none mild strong Describe _____
 3 Viscosity: low medium high
 4 Flash Point (F): <70 70-100 100-140 >140
 5 pH: <2 2.01-5 5.01-9 9.01-12.5 >12.5
 6 Pumpable? N % free liquids
 7 Specific Gravity: <0.8 0.8-1.0 >1.0
 8 Phase(s): single bilayered multilayered
 9 Physical State: solid liquid solid/liquid
 10 BTU/lb. <5000
 11 % Halogens 0

H. Heavy Metals (ppm)

Arsenic (As): <u><.2</u>	Total X	TCLP
Barium (Ba): <u><1</u>	Selenium (Se): <u><.2</u>	
Cadmium (Cd): <u>0.016</u>	Silver (Ag): <u><.02</u>	
Chromium (Cr): <u><.03</u>	Copper (Cu): <u>NA</u>	
Lead (Pb): <u><.04</u>	Nickel (Ni): <u>NA</u>	
Mercury (Hg): <u><.002</u>	Zinc (Zn): <u>NA</u>	
	Other: _____	

I. Other Components (ppm)

Total Cyanide	<u>0</u>	No UHC's
Total Sulfide	<u>0</u>	Amendable Cyanide
Pesticides	<u>0</u>	Reactive Sulfide
Ammonia	<u>0</u>	Herbicides
Total HOC's	<u>0</u>	Phenolics
Total VOC's	<u>0</u>	Chelators
		T.O.C.

J. DOT Information RQ
 Is this a DOT hazardous material? N
 Shipping Name: Non DOT, non EPA regulated material
 UN/NA #: None Hazard Class: None
 PG: None RQ: _____

K. Frequency and Mode of Shipments
 Method of shipment: drum bulk liquid tpak
 Container type/size: _____
 Volume of shipment: 1 gallon tpak drum
 Frequency per shipment: one time weekly quarterly

L. Generator Certification
 I hereby certify that the above and attached information is complete and accurate and that no deliberate or willful omissions of compositions or properties exists, and that all known or suspected hazards have been disclosed.
 Title: _____ Date: _____
 Name: _____ Signature: _____

**TRIUMVIRATE
ENVIRONMENTAL**

WASTE PROFILE SHEET

RIPTA PROFILE #13

Triumvirate Environmental (Merrimack), Inc.
263 Howard Street
Lowell, MA 01852
Phone (978) 453-7772 Fax (978) 453-7775

Approval #: LOW12360

A. Generator Information:			Customer Information:		
Generator Name: Rhode Island Public Transit Authority (RIPTA)			Customer Name: Triumvirate Environmental, Inc		
Mail Address: 705 Elmwood Ave			Address: 200 Inner Belt Road		
City: Providence	State: RI	Zip: 02907	City: Somerville	State: MA	Zip: 02143
Contact: Mike Vignale	Title: EHS Director		Contact: Michael Farrell	Title: Disposal Coordinator	
Site Phone: (401) 784-9500	EPA ID: RID041275652		Customer Phone: 617-628-8098		Sic Code:
Site Address: 265 Melrose Street Providence, RI 02907			Customer Fax: 617-628-8099		
B. COMMON NAME OF WASTE: Sand Blasting Debris			MSDS / Analytical (Y/N)		SAMPLE
Process generating waste: sand blasting			Process Code: LBFILPP		
Shipment Method: Drum (size): 55 / (type): Bulk: Quantity: /mo. <input type="checkbox"/> qtr. <input type="checkbox"/> yr. <input type="checkbox"/> one time <input type="checkbox"/>					
C. Physical Properties: Color: Black Total Halogens (%) 0 Oclor: none <input type="checkbox"/> mild <input type="checkbox"/> strong <input type="checkbox"/>					
Liquids (%) 0 Solids (%) 100 Sludge (%) Powder (%) 0 Debris: Specific Gravity: 1.80					
PH: 0.0 BTU/lb: <input checked="" type="checkbox"/> <5000 <input type="checkbox"/> <10,000 <input type="checkbox"/> >10,000 Flash Point (F): <input checked="" type="checkbox"/> <100 <input type="checkbox"/> <140 <input type="checkbox"/> <200 <input type="checkbox"/> >200					

D. Waste Composition (list all haz & non-haz components)				G. Metals: None <input checked="" type="checkbox"/> TCLP <input type="checkbox"/> TOTAL <input type="checkbox"/>				
ALUMINUM OXIDE	17	-	25	%	D004 Arsenic 5mg/l:	0	D005 Barium 100mg/l:	0
BERYLLIUM	0	-	0.001	%	D006 Cadmium 1mg/l:	0	D007 Chromium 5mg/l:	0
CADMIUM	0	-	0.001	%	D008 Lead 5mg/l:	0	D009 Mercury 0.2 mg/l:	0
CALCIUM OXIDE	3	-	15	%	D010 Selenium 1mg/l:	0	D011 Silver 5mg/l:	0
CRYSTALLINE SILICA	0	-	0.1	%	Copper:	0	Nickel:	0
				%	Zinc:	0		

E. Hazardous Properties:				H. Other Compounds: TCLP <input type="checkbox"/> Total <input type="checkbox"/> N/A			
None <input checked="" type="checkbox"/>	Water Reactive <input type="checkbox"/>	Shock Sensitive <input type="checkbox"/>	Radioactive <input type="checkbox"/>	D012 Endrin <input type="checkbox"/>	D029 Dichloroethene <input type="checkbox"/>		
Dioxins <input type="checkbox"/>	Benzene Neshap <input type="checkbox"/>	Air Sensitive <input type="checkbox"/>	Pyrophoric <input type="checkbox"/>	D013 Lindane <input type="checkbox"/>	D030 2,4-Dinitrotoluene <input type="checkbox"/>		
Explosive <input type="checkbox"/>	Etiological <input type="checkbox"/>	Polymerizable <input type="checkbox"/>	Pathogen <input type="checkbox"/>	D014 Methoxychlor <input type="checkbox"/>	D031 Heptachlor/epoxide <input type="checkbox"/>		
Biological <input type="checkbox"/>	Pesticide/Herbicide/Insecticide <input type="checkbox"/>			D015 Toxaphene <input type="checkbox"/>	D032 Hexachlorobenzene <input type="checkbox"/>		
Special Handling/Compatibility Concerns:				D016 2,4-Dichlorophenoxyacetic Acid <input type="checkbox"/>			
Cyanides <input type="checkbox"/>	Sulfides <input type="checkbox"/>	Amines <input type="checkbox"/>	PCB's <input type="checkbox"/>	D017 2,4,5 TP (Silvex) <input type="checkbox"/>	D033 Hexachlorobutadiene <input type="checkbox"/>		
Phenols <input type="checkbox"/>				D018 Benzene <input type="checkbox"/>	D034 Hexachloroethane <input type="checkbox"/>		
F. DOT Shipping Name: Non-regulated material (Aluminum Oxide, Silicon Dioxide)				D019 Carbon Tetrachloride <input type="checkbox"/>	D035 Methyl Ethyl Ketone <input type="checkbox"/>		
Hazard Class: UN/NA Packing Group:				D020 Chlorodane <input type="checkbox"/>	D036 Nitrobenzene <input type="checkbox"/>		
EPA Code:				D021 Chlorobenzene <input type="checkbox"/>	D037 Pentachlorophenol <input type="checkbox"/>		
State Code: R015;MA99:				D022 Chloroform <input type="checkbox"/>	D038 Pyridine <input type="checkbox"/>		
Is this material a Hazardous Waste under 40CFR 261.3 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				D023 o-Cresol <input type="checkbox"/>	D039 Tetrachloroethylene <input type="checkbox"/>		
Is this a Hazardous Substance/Marine Pollutant per 49 CFR (DOT) <input type="checkbox"/> Yes <input type="checkbox"/> No				D024 m-Cresol <input type="checkbox"/>	D040 Trichloroethylene <input type="checkbox"/>		
Form Code: W319 Source Code: G09 Subpart CC (voc>500ppm):				D025 p-Cresol <input type="checkbox"/>	D041 2,4,5-Trichlorophenol <input type="checkbox"/>		
				D027 1,4-Dichlorobenzene <input type="checkbox"/>	D042 2,4,6-Trichlorophenol <input type="checkbox"/>		
				D028 1,2-Dichloroethane <input type="checkbox"/>	D043 Vinyl Chloride <input type="checkbox"/>		
				Notes:			

Generator Certification: I hereby certify that the waste identified or described on this waste profile conforms with the identifications or descriptions provided on this waste profile, and with analytical data or other specifications provided to the TSDF. To the extent the waste does not conform, the Generator agrees to indemnify Triumvirate Environmental (Merrimack), Inc. from all liability and damages arising therefrom. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the obtained sample is representative of the waste material described above and give the TSDF permission and consent to make amendments and corrections.

Name:	Title:
Signature:	Date:

Facility Certification:
As required by 310 CMR 30.512(2) of the Massachusetts Hazardous Waste Regulations, Triumvirate Environmental (Merrimack), Inc. certifies that they possess the proper current licenses required by the US Environmental Protection Agency and the Massachusetts Department of Environmental Protection to accept and store the waste listed above. The Generator will be notified in writing within seven days of any changes in the license status affecting the ability of Triumvirate Environmental (Merrimack), Inc. to accept the above waste.

(For Triumvirate Environmental Use Only)

Authorized Signature:	Printed Name:	Date:	Title:
Off Site Codes:	Disposal Restrictions:		

WASTE PROFILE SHEET

RIPTA PROFILE #14

TRIUMVIRATE ENVIRONMENTAL

Triumvirate Environmental (Merrimack), Inc.
 263 Howard Street
 Lowell, MA 01852
 Phone (978) 453-7772 Fax (978) 453-7775

Approval #: **LOW**

A. Generator Information:			Customer Information:		
Generator Name: Rhode Island Public Transit Authority (RIPTA)			Customer Name: Triumvirate Environmental, Inc		
Mail Address: 705 Elmwood Ave			Address: 200 Inner Belt Road		
City: Providence	State: RI	Zip: 02907	City: Somerville	State: MA	Zip: 02143
Contact: Mike Vignale		Title: EHS Director	Contact: Michael Farrell		Title: Disposal Coordinator
Site Phone: (401) 784-9500		EPA ID: RID041275652	Customer Phone: 617-828-8098		Sic Code:
Site Address: 265 Metrose Street Providence, RI 02907			Customer Fax: 617-828-8099		
B. COMMON NAME OF WASTE: Antifreeze/Oil			MSDS / Analytical (Y/N)		SAMPLE
Process generating waste: unused products			Process Code: LBFILPP		
Shipment Method: Drum (size): 55 (type): Bulk: Quantity: /mo. <input type="checkbox"/> qtr. <input type="checkbox"/> yr. <input type="checkbox"/> one time <input type="checkbox"/>					
C. Physical Properties: Color: Varies Total Halogens (%) ⁰ Ochr: none <input type="checkbox"/> mild <input type="checkbox"/> strong <input type="checkbox"/>					
Liquids (%) 100 Solids (%) Sludge (%) Powder (%) Debris: Specific Gravity: 0.90					
PH: 7.0 BTULb: <input checked="" type="checkbox"/> <5000 <input type="checkbox"/> <10,000 <input type="checkbox"/> >10,000 Flash Point (f): <input type="checkbox"/> <100 <input type="checkbox"/> <140 <input type="checkbox"/> <200 <input checked="" type="checkbox"/> >200					

D. Waste Composition (list all haz & non-haz components)				G. Metals: None <input checked="" type="checkbox"/> TCLP <input type="checkbox"/> TOTAL <input type="checkbox"/>				
ETHYLENE GLYCOL	10	-	40	%	D004 Arsenic 5mg/l:	0	D005 Barium 100mg/l:	0
OIL	30	-	60	%	D006 Cadmium 1mg/l:	0	D007 Chromium 5mg/l:	0
PROPYLENE GLYCOL	10	-	40	%	D008 Lead 5mg/l:	0	D009 Mercury 0.2 mg/l:	0
WATER	0	-	10	%	D010 Selenium 1mg/l:	0	D011 Silver 5mg/l:	0
				%	Copper:	0	Nickel:	0
				%	Zinc:	0		

E. Hazardous Properties:				H. Other Compounds: TCLP <input type="checkbox"/> Total <input type="checkbox"/> N/A			
None <input checked="" type="checkbox"/>	Water Reactive <input type="checkbox"/>	Shock Sensitive <input type="checkbox"/>	Radioactive <input type="checkbox"/>	D012 Endrin	<input type="checkbox"/>	D029 Dichloroethylene	<input type="checkbox"/>
Dioxins <input type="checkbox"/>	Benzene Neshap <input type="checkbox"/>	Air Sensitive <input type="checkbox"/>	Pyrophoric <input type="checkbox"/>	D013 Lindane	<input type="checkbox"/>	D030 2,4-Dinitrotoluene	<input type="checkbox"/>
Explosive <input type="checkbox"/>	Etiological <input type="checkbox"/>	Polymerizable <input type="checkbox"/>	Pathogen <input type="checkbox"/>	D014 Methoxychlor	<input type="checkbox"/>	D031 Heptachlor/epoxide	<input type="checkbox"/>
Biological <input type="checkbox"/>	Pesticide/Herbicide/Insecticide <input type="checkbox"/>			D015 Toxaphene	<input type="checkbox"/>	D032 Hexachlorobenzene	<input type="checkbox"/>
Special Handling/Compatibility Concerns:				D016 2,4-Dichlorophenoxyacetic Acid			
Cyanides <input type="checkbox"/> Sulfides <input type="checkbox"/> Amines <input type="checkbox"/> PCB's <input type="checkbox"/> Phenols <input type="checkbox"/>				D017 2,4,5 TP (Silvex) <input type="checkbox"/>			
F. DOT Shipping Name on-DOT, Non-RCRA Regulated Material				D018 Benzene <input type="checkbox"/>			
(Antifreeze, Oil)				D019 Carbon Tetrachloride <input type="checkbox"/>			
Hazard Class: UN/NA: Packing Group:				D020 Chlorodane <input type="checkbox"/>			
EPA Code:				D021 Chlorobenzene <input type="checkbox"/>			
State Code: R010;MA01:				D022 Chloroform <input type="checkbox"/>			
Is this material a Hazardous Waste under 40CFR 261.3 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				D023 o-Cresol <input type="checkbox"/>			
Is this a Hazardous Substance/Marine Pollutant per 49 CFR (DOT) <input type="checkbox"/> Yes <input type="checkbox"/> No				D024 m-Cresol <input type="checkbox"/>			
Form Code: W219 Source Code: G11 Subpart CC (voc>500ppm):				D025 p-Cresol <input type="checkbox"/>			
				D027 1,4-Dichlorobenzene <input type="checkbox"/>			
				D028 1,2-Dichloroethane <input type="checkbox"/>			
				D033 Hexachlorobutadiene <input type="checkbox"/>			
				D034 Hexachloroethane <input type="checkbox"/>			
				D035 Methyl Ethyl Ketone <input type="checkbox"/>			
				D036 Nitrobenzene <input type="checkbox"/>			
				D037 Pentachlorophenol <input type="checkbox"/>			
				D038 Pyridine <input type="checkbox"/>			
				D039 Tetrachloroethylene <input type="checkbox"/>			
				D040 Trichloroethylene <input type="checkbox"/>			
				D041 2,4,5-Trichlorophenol <input type="checkbox"/>			
				D042 2,4,6-Trichlorophenol <input type="checkbox"/>			
				D043 Vinyl Chloride <input type="checkbox"/>			
Notes:							

Generator Certification: I hereby certify that the waste identified or described on this waste profile conforms with the identifications or descriptions provided on this waste profile, and with analytical data or other specifications provided to the TSDF. To the extent the waste does not conform, the Generator agrees to indemnify Triumvirate Environmental (Merrimack), Inc. from all liability and damages arising therefrom. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the obtained sample is representative of the waste material described above and give the TSDF permission and consent to make amendments and corrections.

Name: <u>Michael Vignale</u>	Title: <u>Environmental Affairs & Safety Officer</u>
Signature:	Date: <u>2/18/15</u>

Facility Certification:

As required by 310 CMR 30.512(2) of the Massachusetts Hazardous Waste Regulations, Triumvirate Environmental (Merrimack), Inc. certifies that they possess the proper current licenses required by the US Environmental Protection Agency and the Massachusetts Department of Environmental Protection to accept and store the waste listed above. The Generator will be notified in writing within seven days of any changes in the license status affecting the ability of Triumvirate Environmental (Merrimack), Inc. to accept the above waste.

(For Triumvirate Environmental Use Only)

Authorized Signature:	Printed Name:	Date:	Title:
Off Site Codes:	Disposal Restrictions:		

**TRIUMVIRATE
ENVIRONMENTAL**

WASTE PROFILE SHEET

RIPTA PROFILE #15

Triumvirate Environmental (Merrimack), Inc.
263 Howard Street
Lowell, MA 01852
Phone (978) 453-7772 Fax (978) 453-7775

Approval #: LOW13658

A. Generator Information:			Customer Information:		
Generator Name: Rhode Island Public Transit Authority (RIPTA)			Customer Name: Triumvirate Environmental, Inc		
Mail Address: 705 Elmwood Ave			Address: 200 Inner Belt Road		
City: Providence	State: RI	Zip: 02907	City: Somerville	State: MA	Zip: 02143
Contact: Michael Vendetti		Title: Environmental Affairs & Safe	Contact: Michael Farrell		Title: Disposal Coordinator
Site Phone: (401) 784-9500		EPA ID: RID041275652	Customer Phone: 617-628-8098		Sic Code:
Site Address: 265 Melrose Street Providence, RI 02907			Customer Fax: 617-628-8099		
B. COMMON NAME OF WASTE: Oily Filters			MSDS / Analytical (Y/N)		SAMPLE
Process generating waste: Equipment Change Out			Process Code: LBFILPP		
Shipment Method: Drum (size): <input type="checkbox"/> Cutl(type): CF Bulk: Quantity: /mo. <input type="checkbox"/> qtr. <input type="checkbox"/> yr. <input type="checkbox"/> one time <input type="checkbox"/>					
C. Physical Properties: Color: Varies Total Halogens (%) 0 Odor: none <input type="checkbox"/> mild <input type="checkbox"/> strong <input type="checkbox"/>					
Liquids (%) 10 Solids (%) 90 Sludge (%) 0 Powder (%) 0 Debris: Specific Gravity: 1.15					
PH: 7.0 BTU/lb: <input checked="" type="checkbox"/> <5000 <input type="checkbox"/> <10,000 <input type="checkbox"/> >10,000 Flash Point (F): <input type="checkbox"/> <100 <input type="checkbox"/> <140 <input type="checkbox"/> <200 <input checked="" type="checkbox"/> >200					

D. Waste Composition (list all haz & non-haz components)			G. Metals: None <input checked="" type="checkbox"/> TCLP <input type="checkbox"/> TOTAL <input type="checkbox"/>				
FILTERS	85	-	95	% D004 Arsenic 5mg/l:	0	D005 Barium 100mg/l:	0
OIL	5	-	15	% D006 Cadmium 1mg/l:	0	D007 Chromium 5mg/l:	0
		-		% D008 Lead 5mg/l:	0	D009 Mercury 0.2 mg/l:	0
		-		% D010 Selenium 1mg/l:	0	D011 Silver 5mg/l:	0
		-		% Copper:	0	Nickel:	0
		-		% Zinc:	0		

E. Hazardous Properties:				H. Other Compounds: TCLP <input type="checkbox"/> Total <input type="checkbox"/> N/A			
None <input checked="" type="checkbox"/>	Water Reactive <input type="checkbox"/>	Shock Sensitive <input type="checkbox"/>	Radioactive <input type="checkbox"/>	D012 Endrin <input type="checkbox"/>	D029 Dichloroethylene <input type="checkbox"/>		
Dioxins <input type="checkbox"/>	Benzene Neshap <input type="checkbox"/>	Air Sensitive <input type="checkbox"/>	Pyrophoric <input type="checkbox"/>	D013 Lindane <input type="checkbox"/>	D030 2,4-Dinitrotoluene <input type="checkbox"/>		
Explosive <input type="checkbox"/>	Etiological <input type="checkbox"/>	Polymerizable <input type="checkbox"/>	Pathogen <input type="checkbox"/>	D014 Methoxychlor <input type="checkbox"/>	D031 Heptachlor/epoxide <input type="checkbox"/>		
Biological <input type="checkbox"/>	Pesticide/Herbicide/Insecticide <input type="checkbox"/>			D015 Toxaphene <input type="checkbox"/>	D032 Hexachlorobenzene <input type="checkbox"/>		
Special Handling/Compatibility Concerns:				D016 2,4-Dichlorophenoxyacetic Acid <input type="checkbox"/>			
Cyanides <input type="checkbox"/>	Sulfides <input type="checkbox"/>	Amines <input type="checkbox"/>	PCB's <input type="checkbox"/>	Phenols <input type="checkbox"/>	D017 2,4,5 TP (Silvex) <input type="checkbox"/>	D033 Hexachlorobutadiene <input type="checkbox"/>	
F. DOT Shipping Name Non-DOT, Non-RCRA Regulated Material (oily filters)				D018 Benzene <input type="checkbox"/>	D034 Hexachloroethane <input type="checkbox"/>		
Hazard Class: UN/NA: Packing Group:				D019 Carbon Tetrachloride <input type="checkbox"/>	D035 Methyl Ethyl Ketone <input type="checkbox"/>		
EPA Code:				D020 Chlorodane <input type="checkbox"/>	D036 Nitrobenzene <input type="checkbox"/>		
State Code: MA01:				D021 Chlorobenzene <input type="checkbox"/>	D037 Pentachlorophenol <input type="checkbox"/>		
Is this material a Hazardous Waste under 40CFR 261.3 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				D022 Chloroform <input type="checkbox"/>	D038 Pyridine <input type="checkbox"/>		
Is this a Hazardous Substance/Marine Pollutant per 49 CFR (DOT) <input type="checkbox"/> Yes <input type="checkbox"/> No				D023 o-Cresol <input type="checkbox"/>	D039 Tetrachloroethylene <input type="checkbox"/>		
Form Code: W002 Source Code: G16 Subpart CC (voc>500ppm):				D024 m-Cresol <input type="checkbox"/>	D040 Trichloroethylene <input type="checkbox"/>		
				D025 p-Cresol <input type="checkbox"/>	D041 2,4,5-Trichlorophenol <input type="checkbox"/>		
				D027 1,4-Dichlorobenzene <input type="checkbox"/>	D042 2,4,6-Trichlorophenol <input type="checkbox"/>		
				D028 1,2 Dichloroethane <input type="checkbox"/>	D043 Vinyl Chloride <input type="checkbox"/>		
Notes:							

Generator Certification: I hereby certify that the waste identified or described on this waste profile conforms with the identifications or descriptions provided on this waste profile, and with analytical data or other specifications provided to the TSDF. To the extent the waste does not conform, the Generator agrees to indemnify Triumvirate Environmental (Merrimack), Inc. from all liability and damages arising therefrom. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the obtained sample is representative of the waste material described above and give the TSDF permission and consent to make amendments and corrections.

Name:	Title:
Signature:	Date:

Facility Certification:

As required by 310 CMR 30.512(2) of the Massachusetts Hazardous Waste Regulations, Triumvirate Environmental (Merrimack), Inc. certifies that they possess the proper current licenses required by the US Environmental Protection Agency and the Massachusetts Department of Environmental Protection to accept and store the waste listed above. The Generator will be notified in writing within seven days of any changes in the license status affecting the ability of Triumvirate Environmental (Merrimack), Inc. to accept the above waste.

(For Triumvirate Environmental Use Only)

Authorized Signature:	Printed Name:	Date:	Title:
Off Site Codes:	Disposal Restrictions:		

WASTE PROFILE SHEET

RIPTA PROFILE #16

TRIUMVIRATE ENVIRONMENTAL

Triumvirate Environmental (Merrimack), Inc.
 263 Howard Street
 Lowell, MA 01852
 Phone (978) 453-7772 Fax (978) 453-7775

Approval #: LOW

A. Generator Information:			Customer Information:		
Generator Name: Rhode Island Public Transit Authority (RIPTA)			Customer Name: Triumvirate Environmental, Inc		
Mail Address: 705 Elmwood Ave			Address: 200 Inner Belt Road		
City: Providence	State: RI	Zip: 02907	City: Somerville	State: MA	Zip: 02143
Contact: Mike Vignale		Title: EHS Director	Contact: Michael Farrell		Title: Disposal Coordinator
Site Phone: (401) 784-9500		EPA ID: RID041275652	Customer Phone: 617-628-8098		Sic Code:
Site Address: 265 Melrose Street Providence, RI 02907			Customer Fax: 617-628-8099		

B. COMMON NAME OF WASTE: Automotive Grease		MSDS / Analytical (Y/N)	SAMPLE
Process generating waste: unused product		Process Code: LBFILPP	
Shipment Method: Drum (size): 55 / (type): Bulk: Quantity: /mo. <input type="checkbox"/> qtr. <input type="checkbox"/> yr. <input type="checkbox"/> one time <input type="checkbox"/>			
C. Physical Properties: Color: Amber Total Halogens (%) 0 Odor: none <input type="checkbox"/> mild <input type="checkbox"/> strong <input type="checkbox"/>			
Liquids (%)	Solids (%)	Sludge (%)	Powder (%) Debris: Specific Gravity: 0.90
PH: 7.0 BTU/Lb: <input checked="" type="checkbox"/> <5000 <input type="checkbox"/> <10,000 <input type="checkbox"/> >10,000 Flash Point (f): <input type="checkbox"/> <100 <input type="checkbox"/> <140 <input type="checkbox"/> <200 <input checked="" type="checkbox"/> >200			

D. Waste Composition (list all haz & non-haz components)				G. Metals: None <input checked="" type="checkbox"/> TCLP <input type="checkbox"/> TOTAL <input type="checkbox"/>				
GREASE	100	-	100	%	D004 Arsenic 5mg/l:	0	D005 Barium 100mg/l:	0
				%	D006 Cadmium 1mg/l:	0	D007 Chromium 5mg/l:	0
				%	D008 Lead 5mg/l:	0	D009 Mercury 0.2 mg/l:	0
				%	D010 Selenium 1mg/l:	0	D011 Silver 5mg/l:	0
				%	Copper:	0	Nickel:	0
				%	Zinc:	0		

E. Hazardous Properties:				H. Other Compounds: TCLP <input type="checkbox"/> Total <input type="checkbox"/> N/A			
None <input checked="" type="checkbox"/>	Water Reactive <input type="checkbox"/>	Shock Sensitive <input type="checkbox"/>	Radioactive <input type="checkbox"/>	D012 Enclrin	<input type="checkbox"/>	D029 Dichloroethylene	<input type="checkbox"/>
Dioxins <input type="checkbox"/>	Benzene Neshap <input type="checkbox"/>	Air Sensitive <input type="checkbox"/>	Pyrophoric <input type="checkbox"/>	D013 Lindane	<input type="checkbox"/>	D030 2,4-Dinitrotoluene	<input type="checkbox"/>
Explosive <input type="checkbox"/>	Etiological <input type="checkbox"/>	Polymerizable <input type="checkbox"/>	Pathogen <input type="checkbox"/>	D014 Methoxychlor	<input type="checkbox"/>	D031 Heptachlor/epoxide	<input type="checkbox"/>
Biological <input type="checkbox"/>	Pesticide/Herbicide/Insecticide <input type="checkbox"/>			D015 Toxaphene	<input type="checkbox"/>	D032 Hexachlorobenzene	<input type="checkbox"/>
Special Handling/Compatibility Concerns:				D016 2,4-Dichlorophenoxyacetic Acid	<input type="checkbox"/>		
Cyanides <input type="checkbox"/>	Sulfides <input type="checkbox"/>	Amines <input type="checkbox"/>	PCB's <input type="checkbox"/> Phenols <input type="checkbox"/>	D017 2,4,5 TP (Silvex)	<input type="checkbox"/>	D033 Hexachlorobutadiene	<input type="checkbox"/>
F. DOT Shipping Name: non-regulated material (Grease)				D018 Benzene	<input type="checkbox"/>	D034 Hexachloroethane	<input type="checkbox"/>
Hazard Class: UN/NA: Packing Group:				D019 Carbon Tetrachloride	<input type="checkbox"/>	D035 Methyl Ethyl Ketone	<input type="checkbox"/>
EPA Code:				D020 Chlorodane	<input type="checkbox"/>	D036 Nitrobenzene	<input type="checkbox"/>
State Code: R015:MA99:				D021 Chlorobenzene	<input type="checkbox"/>	D037 Pentachlorophenol	<input type="checkbox"/>
Is this material a Hazardous Waste under 40CFR 261.3 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				D022 Chloroform	<input type="checkbox"/>	D038 Pyridine	<input type="checkbox"/>
Is this a Hazardous Substance/Marine Pollutant per 49 CFR (DOT) <input type="checkbox"/> Yes <input type="checkbox"/> No				D023 o-Cresol	<input type="checkbox"/>	D039 Tetrachloroethylene	<input type="checkbox"/>
Form Code: W219 Source Code: G11 Subpart CC (voc>500ppm):				D024 m-Cresol	<input type="checkbox"/>	D040 Trichloroethylene	<input type="checkbox"/>
				D025 p-Cresol	<input type="checkbox"/>	D041 2,4,5-Trichlorophenol	<input type="checkbox"/>
				D027 1,4-Dichlorobenzene	<input type="checkbox"/>	D042 2,4,6-Trichlorophenol	<input type="checkbox"/>
				D028 1,2 Dichloroethane	<input type="checkbox"/>	D043 Vinyl Chloride	<input type="checkbox"/>
				Notes:			

Generator Certification: I hereby certify that the waste identified or described on this waste profile conforms with the identifications or descriptions provided on this waste profile, and with analytical data or other specifications provided to the TSDF. To the extent the waste does not conform, the Generator agrees to indemnify Triumvirate Environmental (Merrimack), Inc. from all liability and damages arising therefrom. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the obtained sample is representative of the waste material described above and give the TSDF permission and consent to make amendments and corrections.

Name: <u>Michael Vignale</u>	Title: <u>Environmental Affairs</u>
Signature:	Date: <u>2/20/15</u>

Facility Certification:

As required by 310 CMR 30.512(2) of the Massachusetts Hazardous Waste Regulations, Triumvirate Environmental (Merrimack), Inc. certifies that they possess the proper current licenses required by the US Environmental Protection Agency and the Massachusetts Department of Environmental Protection to accept and store the waste listed above. The Generator will be notified in writing within seven days of any changes in the license status affecting the ability of Triumvirate Environmental (Merrimack), Inc. to accept the above waste.

(For Triumvirate Environmental Use Only)

Authorized Signature:	Printed Name:	Date:	Title:
Off Site Codes:	Disposal Restrictions:		

**TRIUMVIRATE
ENVIRONMENTAL**

WASTE PROFILE SHEET

RIPTA PROFILE #18

Triumvirate Environmental (Merrimack), Inc.
263 Howard Street
Lowell, MA 01852
Phone (978) 453-7772 Fax (978) 453-7775

Approval #: LOW13514

A. Generator Information:			Customer Information:		
Generator Name: Rhode Island Public Transit Authority			Customer Name: Triumvirate Environmental, Inc		
Mail Address: 705 Elmwood Ave			Address: 200 Inner Belt Road		
City: Providence	State: RI	Zip: 02907	City: Somerville	State: MA	Zip: 02143
Contact: Michael Vendetti		Title: Environmental Affairs & Safe	Contact: Michael Farrell		Title: Disposal Coordinator
Site Phone: (401) 784-9500 x147		EPA ID: RIR00013078	Customer Phone: 617-628-8098		Sic Code:
Site Address: 335 Coddington Highway Newport, RI 02842			Customer Fax: 617-628-8099		
B. COMMON NAME OF WASTE: Transmission Fluid			MSDS / Analytical (Y/N)		SAMPLE
Process generating waste: Equipment Change Out			Process Code: LBFILPP		
Shipment Method: Drum (size): / (type): Bulk: Quantity: /mo. <input type="checkbox"/> qtr. <input type="checkbox"/> yr. <input type="checkbox"/> one time <input type="checkbox"/>					
C. Physical Properties: Color: Red Total Halogens (%) 0 Odor: none <input type="checkbox"/> mild <input type="checkbox"/> strong <input type="checkbox"/>					
Liquids (%) 100 Solids (%) Sludge (%) Powder (%) Debris: Specific Gravity: 0.90					
PH: 7.0 BTU/lb: <input checked="" type="checkbox"/> <5000 <input type="checkbox"/> <10,000 <input type="checkbox"/> >10,000 Flash Point (f): <input type="checkbox"/> <100 <input type="checkbox"/> <140 <input type="checkbox"/> <200 <input checked="" type="checkbox"/> >200					

D. Waste Composition (list all haz & non-haz components)				G. Metals: None <input checked="" type="checkbox"/> TCLP <input type="checkbox"/> TOTAL <input type="checkbox"/>			
LUBRICATING OIL	100	-	100	% D004 Arsenic 5mg/l:	0	D005 Barium 100mg/l:	0
		-		% D006 Cadmium 1mg/l:	0	D007 Chromium 5mg/l:	0
		-		% D008 Lead 5mg/l:	0	D009 Mercury 0.2 mg/l:	0
		-		% D010 Selenium 1mg/l:	0	D011 Silver 5mg/l:	0
		-		% Copper:	0	Nickel:	0
		-		% Zinc:	0		

E. Hazardous Properties:				H. Other Compounds: TCLP <input type="checkbox"/> Total <input type="checkbox"/> N/A				
None <input checked="" type="checkbox"/>	Water Reactive <input type="checkbox"/>	Shock Sensitive <input type="checkbox"/>	Radioactive <input type="checkbox"/>	D012 Endrin	<input type="checkbox"/>	D029 Dichloroethlene	<input type="checkbox"/>	
Dioxins <input type="checkbox"/>	Benzene Neshap <input type="checkbox"/>	Air Sensitive <input type="checkbox"/>	Pyrophoric <input type="checkbox"/>	D013 Lindane	<input type="checkbox"/>	D030 2,4-Dinitrotoluene	<input type="checkbox"/>	
Explosive <input type="checkbox"/>	Etiological <input type="checkbox"/>	Polymerizable <input type="checkbox"/>	Pathogen <input type="checkbox"/>	D014 Methoxychlor	<input type="checkbox"/>	D031 Heptachlor/epoxide	<input type="checkbox"/>	
Biological <input type="checkbox"/>	Pesticide/Herbicide/Insecticide <input type="checkbox"/>			D015 Toxaphene	<input type="checkbox"/>	D032 Hexachlorobenzene	<input type="checkbox"/>	
Special Handling/Compatibility Concerns:				D016 2,4-Dichlorophenoxyacetic Acid	<input type="checkbox"/>			
Cyanides <input type="checkbox"/>	Sulfides <input type="checkbox"/>	Amines <input type="checkbox"/>	PCB's <input type="checkbox"/>	Phenols <input type="checkbox"/>	D017 2,4,5 TP (Silvex)	<input type="checkbox"/>	D033 Hexachlorobutadiene	<input type="checkbox"/>
F. DOT Shipping Name State Regulated Oil				D018 Benzene	<input type="checkbox"/>	D034 Hexachloroethane	<input type="checkbox"/>	
Hazard Class: UN/NA: Packing Group:				D019 Carbon Tetrachloride	<input type="checkbox"/>	D035 Methyl Ethyl Ketone	<input type="checkbox"/>	
EPA Code:				D020 Chlorodane	<input type="checkbox"/>	D036 Nitrobenzene	<input type="checkbox"/>	
State Code: R010/MA01:				D021 Chlorobenzene	<input type="checkbox"/>	D037 Pentachlorophenol	<input type="checkbox"/>	
Is this material a Hazardous Waste under 40CFR 261.3 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				D022 Chloroform	<input type="checkbox"/>	D038 Pyridine	<input type="checkbox"/>	
Is this a Hazardous Substance/Marine Pollutant per 49 CFR (DOT) <input type="checkbox"/> Yes <input type="checkbox"/> No				D023 o-Cresol	<input type="checkbox"/>	D039 Tetrachloroethylene	<input type="checkbox"/>	
Form Code: W206 Source Code: G15 Subpart CC (voc>500ppm):				D024 m-Cresol	<input type="checkbox"/>	D040 Trichloroethylene	<input type="checkbox"/>	
				D025 p-Cresol	<input type="checkbox"/>	D041 2,4,5-Trichlorophenol	<input type="checkbox"/>	
				D027 1,4-Dichlorobenzene	<input type="checkbox"/>	D042 2,4,6-Trichlorophenol	<input type="checkbox"/>	
				D028 1,2 Dichloroethane	<input type="checkbox"/>	D043 Vinyl Chloride	<input type="checkbox"/>	
				Notes:				

Generator Certification: I hereby certify that the waste identified or described on this waste profile conforms with the identifications or descriptions provided on this waste profile, and with analytical data or other specifications provided to the TSDF. To the extent the waste does not conform, the Generator agrees to indemnify Triumvirate Environmental (Merrimack), Inc. from all liability and damages arising therefrom. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the obtained sample is representative of the waste material described above and give the TSDF permission and consent to make amendments and corrections.

Name:	Title:
Signature:	Date:

Facility Certification:
As required by 310 CMR 30.512(2) of the Massachusetts Hazardous Waste Regulations, Triumvirate Environmental (Merrimack), Inc. certifies that they possess the proper current licenses required by the US Environmental Protection Agency and the Massachusetts Department of Environmental Protection to accept and store the waste listed above. The Generator will be notified in writing within seven days of any changes in the license status affecting the ability of Triumvirate Environmental (Merrimack), Inc. to accept the above waste.

(For Triumvirate Environmental Use Only)

Authorized Signature:	Printed Name:	Date:	Title:
Off Site Codes:	Disposal Restrictions:		



Annual Waste Stream Profile Certification

*Please Note: An updated waste stream profile form is required for all Waste Stream Profiles that had process changes that will change the chemical composition, chemical ranges, physical or chemical characteristics of the waste. For example: revised chemical blend, chemicals added or removed, water added, solids content increased, etc.

A copy of this document should be filed with your waste stream profile(s).

Customer Name: PAL Environmental Safety Corp. Generator Name: Rhode Island Public Transit Author
Address: 333 Washington Highway Address: 705 Elmwood Avenue
City: 333 Washington Highway City: Providence
State: RI State: RI
Attention: Sara Attention: Peter Ginaitt
Phone: 401-232-3353 Phone: 401-784-9500 ext 1147

Waste Stream Profile #: 1000136780 Current Process Code : NSB
Waste Description : SOLIDS FROM OIL WATER SEPARATOR Original Approval Date :12/19/2016
Current Status : Prof Expired Last Shipped On : 01/12/2018
Waste Codes : MA01,R010 Expiration Date : 06/09/2018
DOT Shipping Name: NON DOT / NON RCRA REGULATED MATERIAL

Table with 3 columns: Chemical Composition, Min, Max. Rows include Oil (1.00% Min, 10.00% Max), Sand (90.00% Min, 100.00% Max), Water (0.00% Min, 20.00% Max).

Has the waste classification changed due to state/federal regulatory amendments? Yes, ___ No, ___ If yes please identify the state and the Regulatory citation:

Has the waste stream's generating process, chemical composition and/or physical properties changed from the current profile?

Yes* ___ No ___

*If yes, please prepare and submit an updated Waste Stream Profile Form to Tradebe for the changes to the composition and or physical properties. Also update the RCRA and DOT classifications as required.

I agree by affixing my authorized signature that I hereby certify that the above and attached description is complete and accurate and that no omissions of characteristics, composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that each sample provided to Tradebe is representative of the waste material described above and give Tradebe permission and consent to make amendments and corrections and that I am an authorized agent of the Generator.

Name(Print): _____

Title: _____

Authorized Signature: _____

Date: _____