



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

# **REQUEST FOR PROPOSALS**

**Item Description: Energy Management Services – Three-Year Contract with Two One-Year Options**

**Date to be opened: March 27, 2023**

**Issuing Department: Sustainability**

## **QUESTIONS**

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Phone: (401) 680-5766
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - David Ruggiero, Energy Manager
  - [druggiero@providenceri.gov](mailto:druggiero@providenceri.gov)

## **Pre-bid Conference**

There will be an optional pre-bid conference on March 6, 2023, 11:00 AM. The pre-bid conference will be held virtually via Zoom at <https://us02web.zoom.us/j/82147350374> | Meeting ID: 821 4735 0374.



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**INSTRUCTIONS FOR SUBMISSION**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 original printed copies and 1 copy on a flash drive** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related and must include the company name and address on the envelope as well.** (see page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form **do not recycle it for use in this bid.**
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

**All bids submitted to the City Clerk become public record.** Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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**BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: <https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>*

**\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

**All of the above listed documents are REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

***\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***



**BOARD OF CONTRACT AND SUPPLY**  
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**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 original paper copies of the bid and one copy on a flash drive to the City Clerk.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



**BOARD OF CONTRACT AND SUPPLY  
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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* \_\_\_\_\_

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*: \_\_\_\_\_

Total Amount in Figures\*: \_\_\_\_\_

***\* If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name



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**BID FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name





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**WBE/MBE Form Instructions**

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

**Note:** MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Bid Requirements:**

**All Bidders:** All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid. Your bid will not be accepted without an affidavit.**

**Bidders who will be subcontracting:** *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

***Subcontractor Utilization and Payment Reports*** with each invoice.

**Waiver Requests:**

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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**Verifying MBE/WBE Certification**

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Form Instructions:**

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

**Assistance with Form Requirements**

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

**Contract Requirements:**

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**Questions?**

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov) or (401) 680-5766.



**BOARD OF CONTRACT AND SUPPLY  
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**MBE/WBE PARTICIPATION AFFIDAVIT**

Project /Item Description (as seen on RFP):

\_\_\_\_\_

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
Company Name, Address and Trade: \_\_\_\_\_

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?           MBE           WBE           Neither MBE nor WBE

**By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:**

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.  
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.  
The goal for combined MBE/WBE participation is 20% of the total bid value.

**I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses.** Initial \_\_\_\_\_

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial \_\_\_\_\_

**I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.** Initial \_\_\_\_\_

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**  
Initial \_\_\_\_\_

**If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.**  
Initial \_\_\_\_\_

**I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**BOARD OF CONTRACT AND SUPPLY  
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**SUBCONTRACTOR DISCLOSURE FORM**

**Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.**

Prime Bidder: \_\_\_\_\_ Primary NAICS \_\_\_\_\_

Code: \_\_\_\_\_

Item Description (as seen on RFP): \_\_\_\_\_

**Please list all Subcontractors below.** Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at [www.mbe.ri.gov](http://www.mbe.ri.gov). Business NAICS codes can be found at

<https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
<b>A. MBE SUBCONTRACTED AMOUNT:</b>					\$
<b>B. WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>C. NON-MBE WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:</b>					\$
<b>E. TOTAL AMOUNT OF BID (SUM OF A, B, C, &amp; D):</b>					\$
<b>F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).</b>					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F)) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial \_\_\_\_\_ Required

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name





**BOARD OF CONTRACT AND SUPPLY  
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## **BID PACKAGE SPECIFICATIONS**

### **1.0 Summary**

The City of Providence (City) invites qualified companies to submit proposals to provide energy services in two categories:

- Utility Bill Processing, Payment, and Analytics to include electronic receipt of utility invoices, utility bill auditing and payment, and development of dashboards to allow City staff to monitor energy use across the organization and report on sustainability metric.
- Energy Procurement and Strategy Development to include utility and fuel procurement services, market monitoring, strategic advice related to energy/fuel procurement and development and execution a strategy that transitions municipal operations to renewable energy in a cost-effective manner.

Interested firms may offer services in either or both categories. The City may select more than one firm in order to meet its objectives.

### **1.1 Project Background**

The City of Providence (City) incurs significant annual costs related to the purchase of energy resources. It seeks a partner or partners to assist with procurement, market advice, demand response, utility bill management, and energy data management to ensure the most effective use of financial, energy, and human resources.

The City maintains approximately 750 Rhode Island Energy metered utility accounts: 125 gas accounts, 575 electric accounts and an additional 50 direct pay electric accounts. The City's annual expenditure for electricity is approximately \$6.2 million for 38,000,000 kWh while the annual expenditure for natural gas is approximately \$3.4 million for 270,000 dth. Heating oil represents a much smaller portion of the City's energy mix with an annual expenditure of \$115,000 for 32,000 gallons. Vehicle fuels for fleet operations represent the largest use of liquid fuels. On an annual basis, the City purchases approximately 125,000 gallons of unleaded gasoline and approximately 65,000 gallons of diesel.

The City of Providence has established aggressive climate action and clean energy goals. [Ordinance ORD-2021-18](#), adopted May 20, 2021, tasks the Office of Sustainability to adopt and promote the following citywide goals. A carbon neutral city by 2050, with interim targets of 50% carbon free electricity by 2035, 100% carbon free electricity by 2050, and 30% of which is local renewable generation. More importantly and specific to this RFP, 100% municipal buildings' electricity will be renewable by 2030; 100% of municipal buildings' heating will be renewable by 2040; and 100% of the city's fleet and school buses will use renewable energy by 2040.

Monitoring progress for meeting goals and targets set forth in this ordinance and the City's [Climate Justice Plans](#) require the Office to maintain a public-facing online dashboard that tracks these metrics and targets.

The City currently has three active solar arrays aggregated as one project with net energy billing accounts with Rhode Island Energy. Two of the arrays are in Cranston, RI and are rated at 7.8 and 8.5 MW respectively. The third array is located on a capped landfill in Johnson, RI and is rated at 1.2 MW. Allocations for the credits are currently limited to municipal accounts which takes approximately 50% of the load. The City is working to allocate the balance of the credits to the Providence Public School District as soon as possible. The City has a 20 year PPA for this facility with a current cost per kWh of \$0.1195 that escalates annually. The City has an option to purchase the array at several points in the contract.

The City intends to expand its use of renewable energy primarily by working with the successful respondent(s) to assist in qualifying rooftop solar, canopy, and BESS projects at city owned properties, issuing RFPs to develop facilities, and/or to contract for PPAs, VPPAs, or other mechanisms that can help the City achieve its renewable energy goals cost effectively and within an acceptable level of financial risk. The City also anticipates developing additional offsite facilities as needed.



## BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

The City currently has a decentralized system for managing bills received from utilities. City staff from Accounts Payable as well as financial staff in various departments process paper bills for payment. This system is burdensome and inefficient for staff and does not allow for careful review of the invoices to see whether the utilities have applied the correct tariffs, correctly read meters, relied on estimated usage, or neglected to submit an invoice. The City wishes to work with a partner to automate the collection, processing and payment of utility bills. The City also wishes to have a platform that can provide detailed reports that include expenditure, usage, bill payment status, billing errors, and sustainability metrics such as the ability to report on energy consumption and greenhouse gas emissions.

### 1.2 Scope of Work

The City seeks proposals from qualified firms to automate the processing and payment of utility invoices. The City also wishes to select a partner from a qualified firm to provide utility and fuel procurement services, market monitoring, expert advice about energy markets. Bidders may propose to provide one or both requested services. The City may choose to select proposals from multiple firms to fulfill its objectives. Services to be provided in the following work categories include but are not limited to the following:

#### Utility Bill Processing, Management, and Data Analysis

- Manage utility bill processing and payment to include bill auditing to ensure applicable rates, tariffs, and costs are accurate and correctly applied, and to identify and resolve billing errors.
- Use utility billing data to track the City's energy and utility costs, consumption, and emissions performance, including greenhouse gas and carbon footprint with respect to the budget forecast. Provide carbon-inventorying services as needed or requested. Inventorying may include data aggregation, data sorting and cleaning, and data conversion into GHG emissions.
- Provide a suite of dashboards to allow fine grained reporting about utility bill information relevant to a variety of staff across the City organization. Data must include, but not be limited to, detailed information about accounts paid, information about billing errors and corrections, digital copies of bills, energy usage: kWh and kW, ability to show calendarized consumption data as well as weather normalized data, carbon emissions related to energy use. The dashboards will be used to make informed decisions about energy efficiency and renewable energy investments.
- Support the City in developing internal financial budgets for use in the City's accounting systems and provide analysis of budget to actuals.
- Provide a platform that automatically imports relevant data to Energy Star Portfolio Manager for select utility accounts.
- Receive billing and consumption information from the utility electronically if the utility can provide it.
- Maintain a current list of active utility accounts, identify dormant or abandoned accounts, report changes as they occur.

#### Energy Procurement, Energy Consulting, and Strategy Development

- Recommend short and long-term energy procurement strategies for energy resources.
- Assist the City to develop comprehensive strategic plans that are consistent with its climate commitments and environmental sustainability initiatives.
- Find and recommend energy sources and strategies that reduce the City's carbon footprint in the short, medium, and long term at competitive prices. Demonstrate cost savings to the City based on recommended alternatives vs. current state and project those costs over a reasonable amount of time.
- Prepare and issue competitive bid documents and obtain pricing and agreements that are acceptable to the City, for procurement of **all energy sources**, including but not limited to #2 heating fuel, kerosene, bulk gasoline and diesel, natural gas, electricity (including renewable sources).
- Provide continuous energy market monitoring and analysis to advise and assist the City with energy procurement decision making and risk analysis.
- Identify energy project funding and financing opportunities and options, including grants, incentives, and rebates; and advise the City as appropriate.
- Advise the City regarding industry trends on supply-side and demand-side energy opportunities.
- Advise and guide City staff regarding demand response programs, assist with preparation and implementation of a program to reduce the City's energy loads during peak times in the ISO-New England Grid System or peak electrical time-of-use rates from the local utility.



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- Develop a comprehensive energy and utility fiscal year budget forecast of all utilities and fuels used by the City.

**1.3 Data and Software Conditions**

1.3.1 Data Ownership: The City of Providence shall own all data and have access to periodically download all data, not less than quarterly and in the event that either party terminates the contract between the City and the awarded bidder.

1.3.2 Data Sharing: The City of Providence shall own all data and the awarded bidder shall not share the City’s data without the City’s express written consent.

1.3.3 Software Training: The awarded bidder shall provide live training to a cohort of City staff on its software and provide training support on an as needed for the duration of the contract term.

1.3.4 Software Access: The City estimates it will need 15-20 user accounts with varying degrees of administrative permissions.

1.3.5 Service Level Agreement (SLA): Bidders shall provide their SLA with their bids, including their basic maintenance schedule, up-time, and outage policies. City shall be credited for down-time associated with unexpected outages.

1.3.6 Vendor Data Security Plan: Bidders shall provide their Vendor Data Security Plan with their bids.

1.3.7 Bidders may be asked to provide demonstrations of their software during the bid selection process.

**2.0 Instructions to Bidders**

**2.1 RFP Schedule**

Below is the RFP schedule. **The City of Providence may change these dates at its sole discretion, in the form of an addendum.** All notifications, releases, and amendments to this RFP, including any attachments will be posted via the Rhode Island Municipal Bidder Notification System. More information available at <https://www.providenceri.gov/purchasing/>.

RFP Release Data	February 27, 2023
Pre-bid Conference (*virtual, see link below)	March 6, 2023, 11:00 AM
Deadline for Bidder Questions	March 9, 2023
Responses to Bidder Questions	March 14, 2023
Proposal Due Date	March 27, 2023, 2:15 PM
Award Date	April 24, 2023

\*Pre-bid Conference Zoom Link: <https://us02web.zoom.us/j/82147350374>

**2.2 Submission Process**

Proposals must be submitted to the City on or before 2:15 PM EST on the Proposal Due Date included in the chart above. All proposals must include 2 original printed proposals plus one copy on a Flash Drive and must be received before the deadline in a sealed package to the following address:

Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903





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Proposals must include the following documents:

- Completed City Bid Forms 1, 2 & 3 and M/WBE forms.
- Technical Proposal (See Section 4.0)

A checklist has been provided for respondent's convenience on page 3 of this RFP.

**IMPORTANT:** Proposals received after the due date and time indicated on the cover of this bid will not be considered. Proposals misdirected to other State locations or those not presented to the City of Providence by the scheduled due date and time will be determined to be late and will not be considered. The City's Purchasing website includes a step-by-step guide for submitting a bid <https://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

### **2.3 Pre-bid Conference**

The pre-bid conference is not mandatory but highly encouraged and will be hosted via Zoom on the date and time indicated in the RFP Schedule chart under Section 2.1. The purpose of this pre-bid conference will be to further explain the opportunity and address any preliminary questions. Zoom information is also included in Section 2.1.

### **2.4 Communication and Questions**

Bidders are advised that once the RFP has been issued all contact must be handled per the guidance on page one of this RFP package. Instructions for participating in this bidding process, and information regarding this project, will be provided only through this RFP and written addenda. Please note the date and time of the pre-bid conference provided above. Questions must be submitted by the deadline stated in the schedule above.

### **2.5 Accept/Reject Proposal**

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. The City reserves the right to reject any or all proposals, wholly or in part; to waive technicalities, irregularities, and omissions; to make the award in a manner deemed to be in the best interests of the City; and to correct any award erroneously made as a result of a clerical error on the part of the City.

### **2.6 Withdrawal of Proposal**

Proposals may be withdrawn at any time prior to the proposal receipt deadline date and time. Once the proposal receipt deadline has passed all proposals become the property of the City.

### **2.7 Proposal Results**

Complete records of all proposals and awards are maintained by the City of Providence. All bid documents will be made available for public examination after the bid evaluation committee has completed its bid review, selection and final award.

### **2.8 Expenses**

Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder and shall not be chargeable to the City. All supporting documentation and manuals submitted with this proposal will become the property of the City unless requested by the bidder, in writing, at the time of the submission, and agreed to, in writing, by the City.

## **3.0 Terms and Conditions**

### **3.1 Proposal Materials**

All materials submitted in response to the RFP shall become the property of the City upon submission and will be considered as part of this RFP.

### **3.2 Rhode Island Public Records Law**

Vendors are advised that all materials submitted for consideration in response to this RFP will be considered Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exceptions, and will be released for inspection immediately upon request after an award is made.



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**3.3 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the City and that interpretation shall be final.

**3.4 Addenda**

Any addendum issued to Bidders prior to the proposal opening date shall include as an addendum acknowledgement section. Since all addenda shall become a part of the proposal, all addenda must be signed by an authorized Bidder representative and returned with the proposal. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the proposal response.

**3.5 Proposal Modification**

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for evaluation of the bidders response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The City reserves the right to reject any proposals that alter the terms specified in the RFP.

**3.6 Confidentiality**

From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the City. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Rhode Island State laws.

**3.7 Contract Term**

The City seeks to enter into a three-year contract with two on-year options.

**4.0 Proposal**

**4.1 Technical Proposal**

The proposal should address specifically each of the following elements and should be limited to 10 total pages not including resumes:

- **Company qualifications and experience:** Bidders should demonstrate their firm's expertise and experience related to utility bill processing, management, and data analysis, and/or energy procurement, energy consulting, and strategy development. Bidders should provide a concise summary of the lead firm's experience, including a summary of the firm's implementation of up to three similar and relevant projects. Resumes for the designated project lead and key personnel must also be included, including any key subcontractors.
- **References and reference information:** It is desirable that Bidders have experience conducting similar utility bill processing and management projects, and/or energy procurement, energy consulting, and strategy development projects. The City reserves the right to contact references that the Bidder submits. This Solicitation requests that Bidders submit three (3) references related to the project(s) they are bidding on to help the City determine past performance. Bidders must provide a contact name, telephone, email, mailing address, and business name, for each business reference. Preferably, references will be related to the projects described under bullet one of this section.
- **Project Approach and Scope of Work Narrative and Timeline:** Please describe how you would approach the scope(s) of work and what methodology(s) you would employ to meet the project objectives of the City. The narrative should also include a timeline and schedule for meeting project milestones. Please specify which elements of the proposed scopes your firm is capable of fulfilling, and which will be conducted by subcontractors.
- **Data and software information:** Bidders should acknowledge each of the Data and Software Conditions under Section 1.3 of this RFP. This section of the technical proposal should describe the bidders policies regarding data ownership, data sharing, training and software access and account management and support protocol. The bidders SLA and Vendor Data Security Plan should be submitted with the bid as an addendum that does not count towards the overall page count of the proposal. Bidders should acknowledge that they may be asked to provide a demonstration during the bid selection process.
- **Cost Proposal:** Please provide separate cost proposals for the utility bill processing and management project, and if included in this response, the energy procurement, energy consulting, and strategy development project. Cost proposal should be based on a three-year contract term with two one-year options.



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**4.2 Project Budget**

\$110,000 in funds are available for this RFP. \$30,000 has been allocated for the project launch from the FY 2023 budget and \$80,000 has been allocated for additional start-up costs and project operations and maintenance from the FY 2024 budget. The funds are from the Sustainability Department's FY 2023 and FY 2024 operational budgets. FY 2024 funding is contingent upon approval of the Sustainability Department's proposed FY 2024 budget. The City reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this RFP. Pending available funds, the City may request an increase to the scope and budget of awarded projects, in consultation with the awardee, to achieve greater impact.

**5.0 Award Criteria**

Proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from City departments and relevant City Committees. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 49 (75%) out of a maximum of 65 points to advance to the cost evaluation phase. Any technical proposals scoring less than 49 points shall not have the accompanying cost proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 49 points or higher will have the cost proposals evaluated and assigned up to a maximum of 35 points in cost category bringing the total potential evaluation score to 100 points.

The City reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

**All Purchasing Forms Complete:** Points in this section are based on the number of complete forms submitted by bidders. There are four forms that the Department of Purchasing requires: bid form 1: bidders blank, bid form 2: certificate of non-discrimination in hiring, bid form 3: acknowledgement of APRA, and all applicable M/WBE forms. Vendors not submitting all the required forms must be disqualified.

**Qualifications and Relevant Experience:** Points in this section are based on the resumes of the lead consultant and supporting team members, and the concise description of the firm's qualifications and experience on similar projects. Qualifications and experience should be compared to the list of areas of expertise that was outlined in the Request for Proposals and scored accordingly.

**References:** Bidders are requested to submit a minimum of three (3) relevant client references, They must include client names, addresses, contact names with emails and phone numbers, dates of service and type(s) of service(s) provided.

**Project Approach, Schedule, and Scope of Work Narrative:** Points in this section are based on the narrative that outlines the consultant or firm's project approach and their scope of work, focusing particularly on how well they articulate how they will meet the requirements, purpose, objective and specific needs of the project. This is intended to assess whether the firm/vendor understands the project. The proposed project schedule is where respondents will outline tasks and subtasks to be completed and their anticipated completion dates in order to meet the overall completion date for the project/scope of work.

**Data and Software Information:** Points in this section are based on an affirmative acknowledgement of all Data and Software Conditions listed in Section 1.3 of this proposal and the quality and flexibility of the bidder's relevant policies and SLA and Data Security Plans.

**Cost Proposal:** The City will compare the proposed costs to the proposed services and consider value in addition to the overall cost. Cost proposal should be based on a three-year contract term with two one-year options.



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**M/WBE Participation:** Bidders that are MBE/WBE certified by the State of Rhode Island, or which meet the City of Providence's goal of 20% MBE/WBE participation, will receive 5 points.

<b>Criteria</b>	<b>Possible Points</b>
<b>1. All Purchasing Forms Complete</b>	<b>5</b>
<b>2. Qualification and Relevant Experience</b>	<b>20</b>
<b>3. Project Approach, Schedule, and Scope of Work Narrative</b>	<b>15</b>
<b>4. Data and Software Information</b>	<b>10</b>
<b>5. Relevant References</b>	<b>10</b>
<b>6. MBE/WBE/VBE Participation</b>	<b>5</b>
<b>TOTAL POSSIBLE TECHNICAL POINTS</b>	<b>65</b>
<b>7. Cost Proposal</b>	<b>35</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>



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## **SUPPLEMENTAL INFORMATION**

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

**All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.**

**After an award is approved by the Board of Contract and Supply the following items will be requested prior to agreement execution:**

- Business Tax ID
- Proof of Insurance



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
  13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
  14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
  15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
  16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
  17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
  18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.