



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

# REQUEST FOR PROPOSALS

**Item Description: Waste Removal Services -Residential - 3-Year Contract with Two 2-Year Options  
for Renewal**

**Procurement/MinuteTraq #: 47247 Date to be opened: 11/4/2024 Issuing Department: Public Works**

## QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - 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:
  - Name: Alicia Perry
  - Title: Finance Department
  - Email Address: [Aperry@providence.gov](mailto:Aperry@providence.gov)

## Pre-submission Conference

There will be a Non-Mandatory Pre-Bid Conference, on October 23<sup>rd</sup> at 1:00 PM at the Department of Public Works (DPW) administration building located at 700 Allens Avenue in the 2nd-floor conference room.

**Deadline for questions submissions: 10/18/2024 by 3:00 PM (EST)**

## INSTRUCTIONS FOR SUBMISSION

**Meeting Date: 11/4/2024**

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 Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On 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 solicitation. 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.

## **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*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 10-11) 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.**

## 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 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
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.)

## **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. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - 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 **nighty (90) 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.

**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

**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

**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

**BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) through d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_

Position in the "Business" \_\_\_\_\_

Name of Entity \_\_\_\_\_

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

Phone number: \_\_\_\_\_

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): \_\_\_\_\_

**Read the following paragraph and answer one of the options:**

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position

## MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
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? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE	
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither	
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
<b>Prime Contractor/Vendor Signature</b>		<b>Title</b>		<b>Date</b>
<b>Subcontractor/Supplier Signature</b>		<b>Title</b>		<b>Date</b>

**\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**

**MBE/WBE Waiver Request Form**

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.  
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov), for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
 Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_  
 Project /Item Description (as seen on RFP): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
 Signature of Prime Contractor /  
 or Duly Authorized Representative

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

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Signature of City of Providence  
 MBE/WBE Outreach Director /  
 or Duly Authorized Representative

\_\_\_\_\_  
 Printed Name of City of Providence  
 MBE/WBE Outreach Director

\_\_\_\_\_  
 Date Signed

## **FOR CONSTRUCTION PROJECTS**

### **APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).**

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II [Section 21-28.1](#) c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

### **“FIRST SOURCE” REQUIREMENTS.**

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

# BID PACKAGE SPECIFICATIONS

## Overview

The City of Providence (hereafter referred to as “the City”) is seeking a vendor for citywide residential waste removal services including but not limited to trash, recycling, yard debris, and bulky waste. The purpose of this RFP process is to solicit proposals from qualified vendors to enter into a contract beginning July 1, 2025 for a period of up to 7 years.

## A. Program Goals & Objectives

The City’s goals with respect to this contract are to:

- i. increase the diversion of solid waste from the Rhode Island Resource Recovery Corporation (RIRRC) landfill, thereby remaining below the cap assigned to the City by RIRRC;
- ii. improve efficiencies and lower costs of the overall solid waste collection program;
- iii. implement innovative approaches that help the City achieve our climate resiliency goals (for more information, see Providence’s Climate Justice Plan: <https://www.providenceri.gov/sustainability/climate-justice-action-plan-providence/>); and
- iv. improve customer service and communication with Providence residents about waste removal services.

Prospective bidders are encouraged to review materials associated with the recently concluded Special Commission for the Study of Providence’s Waste Management Services including the final report issued by this Commission on September 25, 2024 (recommendations can be found in the materials posted on the City Council website for this meeting date, [here](#)).

## B. Background Information

This portion of the Request for Proposal (RFP) provides background information regarding the City’s existing residential solid waste collection and recycling services. The refuse and recyclables services include single-family residential and multi-family units up to and including six (6) units for service. The initial contract term will be for 36 months beginning on July 1, 2025, and ending on June 30, 2028, with the option to extend for two (2) additional two-year terms.

The City is seeking a firm or firms that will continue the existing waste removal services while also suggesting new approaches that improve service and help the City achieve its performance goals.

Existing Services Description (Bidders are encouraged to perform their own investigation to verify if the information presented in this RFP is accurate before providing a proposal to the City).

1. **Solid Waste Collection.** The 2020 United States Census data indicates the City’s population is approximately 190,000. The City’s residential dwelling (single-family and multi-family) refuse collection is mandatory with the current refuse collection system being operated by an external vendor. Multi-family residences are currently defined as all residential housing structures with two or more attached units. Only those multi-family dwellings with six (6) units or less are serviced by the City’s refuse and recycling contract.

Currently, the City’s authorized cap for refuse tipping in the RIRRC landfill is 55,297 tons for FY25. The cap for out-years is determined on an annual basis by the RIRRC. Residential service is



furnishings, any single item that weighs more than 25 lbs and/or larger, and those items not specifically considered refuse or recyclable. The City is seeking multiple options from potential bidders as it relates to service for bulky items. Options should be clearly outlined in the proposal with associated costs for each scenario.

7. **Mattress Collection.** The City allows for curbside mattress pickup and disposal service through the contractor. The current vendor charges residents \$28.00 to pick up and dispose of mattresses and/or box springs. Residents coordinate directly with the vendor for this service. The Contractor is solely responsible for the collection of all associated fees for this service. This year, 6,932 mattresses/box springs were collected. Disposal of the mattresses is solely at the discretion of the contractor.
8. **Public Education Program.** The City has a public education program funded in part by the contractor and the City. Prospective vendors should bring innovative approaches to working with the City to improve recycling rates through public education.
9. **Customer Service:** Vendors are required to have multiple channels to engage customers to answer questions, address challenges and improve services. Customer service must be provided in multiple languages.

### **C. Service Changes for Consideration:**

The City may impose the following changes to the waste removal contract in an effort to reduce overall tonnage and to make the system more efficient and cost-effective:

- i. **Use of technology-** Prospective vendors should be prepared to implement innovative technology tools, in partnership with the city, to improve the quality of service. This may include the use of GPS tracking devices. The Contractor is solely responsible for procurement, installation, upgrades, and fees associated with the GPS service. Access to GPS devices and information will be made available to the City for its use. This may also include the deployment of all-in-one RFID readers, driver observation panels, cameras aimed at the hopper and sidewalk, and other hardware upgrades to the contractor's collection vehicles, as well as an associated web-based intelligence solution. The goals of the software would be to streamline work orders, track set-out rates and contaminated carts, locate lost or stolen carts, and track cart warranties, among others. Sample specifications of such a system are included in Appendix B to assist in bid development; a specific system will be identified in tandem with the upcoming procurement of new trash and recycling carts.
- ii. **Implementation of communication and outreach tools** including text messaging to notify residents about waste removal services and potential schedule changes.
- iii. **Implementation of additional equipment**, including rear-loading, non-automated recycling trucks, that can be rotated and used to inspect and collect contaminated recycling loads in areas with high rejection rates.
- iv. **Processes for changing the current configuration of routes** to a new approach that minimizes recycling contamination.
- v. **Roll-off container service** at the City transfer station on an as-needed basis. Currently, the City has one transfer station located at 700 Allens Avenue, Providence, RI 02905. This transfer station has a number of roll-off refuse and recycling containers. The City may expand this service to other areas or continue to provide service to the existing drop site. The City will make a final decision after the City evaluates responses to the RFP concerning the number of roll-off containers it would require to be serviced by the Contractor. The City will periodically monitor the use of these areas and, if it finds it necessary to adjust the frequency of pickup or volume, it will do so and the contractor will be paid according to the adjusted volume and frequency.

## D. Instruction to Bidders

### i. Proposal Requirements

A proposal is considered complete only if it contains all parts requested in this RFP in the manner prescribed except an alternative proposal presented by the proposer. The City may reject a proposal or bid if it finds it incomplete. The RFP and associated Contract are to be considered the Proposal Documents.

Potential bidders are instructed to obtain copies of the Proposal Documents by contacting the Purchasing Department at:

City of Providence  
Purchasing Department  
25 Dorrance Street, Room 408  
Providence, RI 02903

RFP Schedule. Below are the proposed dates and times for some key activities of the RFP (Note: The City may modify this schedule as needed):

Issue RFP for refuse and recycling services	10/7/2024
Deadline to submit written questions	10/18/2024, 3:00pm
Pre-Bid meeting	10/23/2024
Answers to written questions	10/25/2024
Proposals due	11/4/2024, 2:15pm
Bidder qualification and review	11/15/2024
Bidder interviews and presentations (if needed)	11/22/2024
Tentative awards	12/13/2024
Contract start date	7/1/2025

### ii. Bidder Requirements

1. Bidders are encouraged but not required to attend a pre-bid meeting on October 23rd at 1:00 pm at the Department of Public Works (DPW) administration building located at 700 Allens Avenue in the 2nd-floor conference room. Bidders are limited to 1 seat per contractor for the pre-bid meeting.
2. Examine all sections of the Proposal Documents. The City also encourages the bidders to become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of the services or equipment required under the Contract.
3. Bidders are encouraged to consider all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect costs, implementation, progress, performance, or furnishing of the services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.
4. Submit any questions concerning the Proposal Documents in writing to the City not later than 3 pm on October 18th through a Microsoft Word document to Alicia Perry via email at [Aperry@providenceri.gov](mailto:Aperry@providenceri.gov) and the City will respond to all questions not later than 3 pm on October 25<sup>th</sup> via email to all bidders with an addendum.

5. Bidders are required to notify the City in writing of any conflicts, errors, omissions, or discrepancies in the Proposal Documents no later than 3 pm on October 18th through a Microsoft Word document to Alicia Perry via email at [Aperry@providenceri.gov](mailto:Aperry@providenceri.gov).
6. The proposal forms must have all required signatures. The bidder must sign their proposal in ink and all names must be typed or printed below the signature, along with evidence that the bidder is a duly organized and validly existing firm, licensed to do business in the City of Providence and the State of Rhode Island.
7. The legal name of the person, firm, or corporation submitting the proposal must be typed or printed at the bottom of each page of the proposal forms. Proposals from corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).
8. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. If the signature is by an agent other than the officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to the opening of proposals or must be submitted with the proposal; otherwise, the proposal may be deemed non-responsive.
9. Before submitting a proposal, each bidder shall, at the bidder's own expense, make or obtain any additional examinations, investigations, research, and studies, and obtain any additional information and data that may affect costs, implementation, service progress, performance or furnishing of the services or equipment required under the Contract, and that the bidder deems necessary to provide the service.
10. Bidders are expected to be knowledgeable about the service area, understand the City's terrain, streets and alleys, the RIRRC solid waste landfill, MRF location, and be knowledgeable concerning the locations for carts and containers and other receptacles used for garbage and recycling collection.
11. Bidders are expected to confirm and provide assurances to the City that their equipment and personnel can perform and provide the service called for under the Contract.
12. Additionally, bidders are expected to be knowledgeable of and display expertise in customer service, service standards, complaint resolution, quality management, and other matters necessary to ensure the highest quality customer service throughout the term of the Contract.
13. Bidders are expected to be able to provide responsive and effective customer service in English and Spanish.
14. The bidders are encouraged to read and understand the terms in this RFP and to be prepared to sign without substantial change.
15. Submissions. Proposals must be submitted no later than the time and at a place indicated in the Advertisement for Proposals, and must be enclosed in a sealed package, marked with all the labels shown on page 18 of this document including the name and address of the bidder.
16. Modification and Withdrawal. Prior to the time and date proposals are due, any proposal submitted may be modified or withdrawn by notice to the person receiving proposals at the place designated for receipt of proposals. Such notice must be in writing, facsimile, or email document signed and attached to the City contact shown in the RFP and shall include the signature of the agent authorized to sign. It must be received before the date and time set for receipt of proposals. Any fee changes associated with the notice to modify the proposal must be submitted in a closed envelope and must not be disclosed. The bidder may also withdraw their proposal and the proposal security within 48 hours after the proposal is retrieved.
17. The City reserves the right to reject any and all proposals, to waive any and all formalities, and to

disregard all proposals for any reason. The City may also ask the bidders to make presentations to City Officials, ask for additional information, and/or change parts of the draft terms and conditions. The City also reserves the right to negotiate contract changes with the finalist and/or to award the Contract to any bidder or terminate the RFP process and negotiate a contract independently of this process with any entity, at the City's sole discretion.

18. The evaluation committee may ask one or more bidders to present to the committee. The City's evaluation committee will then recommend a finalist to the Board of Contract and Supply. The Board of Contract and Supply will then evaluate the final bidder's qualification and, with the help of the evaluation committee, forward a recommendation to the City Council. The City Council will finalize a contract with the selected bidder.
19. Public Record Disclosure. All submissions are the property of the City and become public records, subject to disclosure under Rhode Island Law. Nonresponsive proposals may, at the sole discretion of the City, be rejected.
20. Proposal Preparation Cost. The City will not reimburse any proposer for any costs involved in the preparation and submission of proposals or any expenses incurred in connection with the execution of the Contract.
21. If the City finds it necessary, the bidder may be asked to clarify information through written communications, interviews, or during site visits by City staff of each bidder's offices, customer service center, corporation yard maintenance facilities, and disposal, transfer, and processing facilities.
22. Proposal Package: All proposals must be received by 2:15 pm on 11/4/2024. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt. The bidder shall submit one (1) bound fully executed original, six (6) bound copies, and one (1) unbound copy of the complete proposal, for a total of eight (8) documents. In addition, a computer flash drive containing an electronic copy of all completed attachment forms, in PDF format, shall be submitted in a sealed package inside of the sealed envelope with the paper copy. Proposals must be printed double-sided on 8 1/2" x 11" paper. All pages of each attachment shall be consecutively numbered. The package shall be clearly labeled:

**PROPOSAL ENCLOSED – CITY OF PROVIDENCE RESIDENTIAL REFUSE AND RECYCLABLES COLLECTION**

FROM:

Name of Bidder:

Address:

Contact Person:

Telephone Number:

Email:

### **E. Narrative Proposal Requirements-**

In addition to the required forms, responsive bids should include the following sections. For bidders that seek to serve a portion of the City or provide only a subsection of services, please be sure to clearly articulate the components or service areas that are being proposed.

- i. Affirmative attestation indicating the vendor's understanding of, and intention to comply with, all requirements outlined in this RFP.
- ii. Bidders are required to submit at least three (3) references from other municipalities made up of at least one (1) current customer and up to two (2) past customers. As part of the RFP evaluation process, the City may contact officials of all of the references provided. By submitting a proposal, the bidder gives permission to the City to contact at its own discretion other customers of the bidder. City officials may also visit the bidder's facilities, view proposed vehicles for collection, and review the bidder's route proposals, operations, management, financial, and customer services personnel during the performance of their regular duties.
- iii. Collection Implementation Plan: The bidder shall provide a detailed implementation plan describing the bidder's approach to facilitating a smooth transition for all of the collection services. The plan must clearly describe the company's ability to implement the services in accordance with the RFP including trash, recycling, yard waste, holiday trees, mattresses, and bulky waste. This description should include, but not be limited to a timeline showing the duration and completion date of major milestone events and collection schedule to implement a successful refuse collection and recycling program. The City requires that residential solid waste and recycling be collected only between 6:00 AM and 5:00 PM, Monday through Friday.
  1. Bidders who seek to serve a section of the City and not all households should clearly articulate their capacity and approach as it relates to this capacity.
  2. Optional Addition: The City is interested in exploring options for voluntary curbside composting for interested residents. Bidders interested in providing this service, please include this as a section of your collection implementation plan. Note, that bidders who are interested in only providing this service can submit a proposal in response to this bid, including a proposed scope of services, however, the City reserves the right not to make an award for this service alone.

Note: The proposed scope of services for this optional section should include a projected number of households, anticipated diversion rates, an equipment and management plan along with any other details that would be useful to the City in evaluating this component.
- iv. Staffing Plan:
  1. The proposal must outline key personnel résumés and qualifications including identification of key contacts for the City for both daily issues and escalated challenges.
  2. Outline the waste removal staffing model to achieve performance targets and customer service goals. What is the plan to ensure this staffing plan is achieved to avoid service interruption due to staffing shortages? Please include expectations about supervision and quality assurance in this model.
  3. Bidders should take note of the "Labor Relations" section of the terms associated with this RFP when completing this section.
- v. Customer Service approach:
  1. Customer service shall include all necessary information required to provide an effective solid waste and/or recycling collection service. In general, customer service shall include responsiveness to customer requests, complaints, and missed pickups in English and Spanish (note, that additional language capabilities are encouraged and should be outlined in this section). The Contractor shall be responsible for delivering new containers, servicing damaged or broken containers, customer education, container labeling, and handling all calls relating to services and missed services. Bidder is responsible for ensuring that all staff and customer service representatives maintain a professional and courteous demeanor. Bidder shall be responsible for all employee interactions

with customers. Bidder is required to ensure that the City's residents are consistently treated courteously and are presented with timely, responsive, and thorough solutions to problems and requests for information. The bidder is required to meet with City personnel quarterly to discuss compliance with the customer service standards denoted in the RFP to ensure that customers in the City are receiving competent, professional, and courteous customer service.

2. The bidder will be required to operate a customer service toll-free call center that will serve as the primary telephone point of contact and information for all services with English and Spanish language support. The customer service toll-free call center hotline is required to be staffed live during regular business hours (i.e., Monday through Friday 8:00 AM to 5:00 PM). The bidder is required to use a customer information system with software applications capable of documenting all correspondence between the bidder and customers and any other applicable service or customer contact information. Bidder must also provide a description of the capabilities of the software system to create summary reports. The City requires the bidder to provide City personnel with access to all customer data in its possession when requested.
  3. The bidder must outline the customer service staffing model that will be used to provide high-quality customer service and proactive communication described above.
- vi. Equipment plan: The bidder must describe what types of vehicles, including fuel type, will be used to provide the various services. At the beginning of the contract period, no collection vehicle exceeding 26,000+ lbs GVW can be older than five (5) years of age. Bidders shall not use diesel vehicles and shall outline their ability to transition their fleet to electric vehicles during the term of the contract. The City's goal is to electrify its own municipal fleet by 2040 and values bidders with similar commitments. Such vehicles must be registered with the State of Rhode Island Department of Motor Vehicles and shall have watertight bodies designed to prevent leakage, spillage, or overflow. Bidder's collection vehicles shall comply with all State of Rhode Island rules and requirements for refuse removal vehicles, as well as other federal, state, and local laws and regulations that may be enacted during the term of this contract. Bidder must provide collection vehicles that can provide collection service to all areas of the City with a sufficient number of vehicles in reserve for use in the event of primary failure.
1. Clearly outline the equipment proposed. Include the year/make/model of all equipment.
  2. How does your company ensure that equipment is properly maintained and that equipment shortages don't impact service delivery?
  3. Spill cleanup: The selected bidder will be required to submit a plan showing how they will handle spills from the collection truck. These spills may include but are not limited to solid waste spills during the collection process, waste transfer to the landfill, and hydraulic fluid, oil, or fuel from the truck in the event of system rupture.
  4. How is your company incorporating vehicles that reduce the impact of the fleet on climate change?
- vii. Public education.
1. Successful bidders must demonstrate their ability to prepare public education and outreach programs. Each bidder is expected to submit a public education and outreach program plan with their proposal. The education program must focus on waste prevention, reuse, recycling, household hazardous waste handling, environmental purchasing preferences, electronic waste, and universal waste management.
  2. In the bidder's proposal, the bidder shall submit an education program dealing with waste reduction and recycling so that the City customers receive quality educational materials on all its solid waste and diversion programs. The objective of this education program is to increase the City's current recycling rate to meet the state standard. The Contractor will be required to prepare an annual public education plan and meet with the Public Works officials to review the

annual plan and develop and implement modifications as needed and required. The City and the Contractor shall meet quarterly to discuss all outreach materials and messages and the implementation of the outreach strategy.

3. Bidder is also responsible for providing content and information for the public via the City of Providence website and social media outlets.
4. The bidder will be required to provide an annual schedule for solid waste and recycling pickup at the beginning of every contract year. The schedule must also include the bidder's solid waste and recycling collection plan during the recognized public holidays.

viii. Data & Evaluation

1. Data reporting: The successful bidder will be required to provide refuse and disposal data and recycling collection data monthly. This data must include but is not limited to the following: tonnage and volume of solid waste, recyclables, yard debris, bulky items, and the number of mattresses collected, and fees collected. The Contractor shall provide customer service information on the number of calls from residents, complaint types and frequency, and missed pickups along with success stories and opportunities to showcase the implementation of innovative solutions. Call logs will be presented monthly and when requested by the City. The Contractor shall identify and provide the information relating to refuse and recycling violations by residents of the City according to schedule. Further, every vehicle operated by the Contractor will be equipped with a GPS unit and trackable by the City through its Common Operating system (COP). The City may request any other relevant data the City may find necessary to provide an effective solid waste management and recycling program, including but not limited to the fuel consumption of Contractor vehicles and the number of personnel operating Contractor equipment.
2. Describe your approach to using data to understand and improve your performance.
3. The successful bidder should be prepared to deploy, at its own expense, all-in-one RFID readers, driver observation panels, cameras aimed at the hopper and sidewalk, and other hardware upgrades to the Contractor's collection vehicles, as well as an associated web-based intelligence system. The goals of the equipment and software would be to streamline work orders, track set-out rates and contaminated cards, locate lost or stolen carts, and track cart warranties, among others. Please include any details related to your experience in other municipalities using this technology to improve outcomes.
4. Please give examples of how your company has used data in other municipalities to initiate performance improvement initiatives.
5. What kind of reporting to the City would you suggest to ensure transparency regarding service quality?

ix. Innovation

1. What approaches would you suggest the City consider to improve our municipal recycling rate and reduce overall waste tonnage?
2. How have you used technology in other municipalities to improve contract performance?
3. Missed pick-ups due to vehicles parking in front of trash receptacles is a challenge for many residents. How would you propose to work with the City to resolve this issue?
4. The City encourages the bidder to provide other creative alternative proposals if you find it useful. Such proposals should be comprehensive and designed to cover all areas of solid waste

and recycling collection specified in this RFP. The City reserves the right to review or reject such a proposal.

- x. **Coordination and Oversight.** The successful bidder will be required to meet with the Director of the Department of Public Works to review performance, discuss challenges, and plan to build on successes. More routine collaboration will be required to coordinate their route schedules with the Public Works Department during major special events, construction, street sweeping, utility and or road maintenance, and snow plowing. The successful bidder must provide all routes and route schedules to the City and how they plan to resolve conflicts with street activities. Special accommodations may be required, i.e. additional pick-ups and alternate routes, to accommodate major special events and construction. Please include examples of how your company engages municipalities in managing contract performance and ongoing coordination efforts to improve collaborative efforts.
- xi. **Emergency Preparedness Plan.** All bidders must submit a detailed emergency preparedness plan as part of this proposal. This plan shall detail how bidders will continue providing services at normal service levels during strikes, lockouts, or labor disputes, and how bidders will continue providing services at service levels acceptable to the City during other circumstances within or beyond its control, whether foreseeable or not, including (without limitation) acts of terrorism, acts of God, or natural disasters. Providing services under such circumstances is a requirement of any responsive bid. Such plan will be subject to revision before being jointly finalized by the Awardee and City.

## **F. Pricing**

- i. Bidders must provide unit prices for all or some of the service levels indicated on the appropriate Proposal Forms. All prices should be provided in the year shown in the forms. This price will be used in part to determine the successful bidder(s) as described in the proposal selection process. The price shown in the form must include taxes, overhead, wages, equipment procurement and maintenance costs, insurance, profit, waste handling, transportation, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost the contractor expects to pay to provide the proposed services. The bidder must complete all blank spaces shown in the forms in computer printed format.
- ii. The data from the existing system concerning number of customers, and number of containers should be viewed as estimates and are presented solely as the basis for calculations on which the award of the Contract will be made. Results experienced during the actual operations may differ from the numbers presented.
- iii. The City may deem any proposal nonresponsive that contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or any proposal that in any manner fails to conform to the conditions of this RFP.
- iv. If the bidder wants to submit an alternative proposal/bid, the alternative proposal/bid should be in a form comparable to the forms included in this section of the proposal so that it can be compared to the other proposals. The alternative proposal/bid must also include a cost proposal, for the refuse and/or recycling collection plan and public education plan.
- v. Weekly curbside refuse collection for single-family residential units and multi-family dwellings up to, and including, six (6) units. The City provides 65-gallon residential garbage containers as the base service, but allows customers to request an additional 65-gallon refuse container for an annual fee. Bidder must assume that some customers will request and receive an additional 65-gallon container. The recycling service may remain the same as current levels. Note, the City is currently planning an effort convert 65-gallon refuse containers to 95-gallon containers. Bidders should include pricing for both options below.

- vi. Form Instructions to Bidders. Please use the attached pricing form to outline the various services that the City describes in this RFP. Bidders may bid on all or some of the listed services. The City has the right to accept one bidder for all services or multiple bidders for multiple services. The City is not obligated to spend any specific amount with any vendor. The prices shown on the form must include taxes, overhead, wages, equipment procurement and maintenance cost, insurance, profit, waste handling, transportation, surcharge, fuel, fees imposed by federal, state, and local laws, or any other cost bidder expects to pay to provide the proposed service. The bidder must complete all blank spaces shown in the form(s) in ink, typewriter, or computer-printed format.
- vii. The bidder is also required to present the following (as part of the narrative proposal):
  - 1. A cost proposal for a public education plan. Note, that this plan can include funding that is provided to the City to supplement current resources related to recycling education and the solid waste hierarchy.
  - 2. Performance Bonus Plan- The City is contemplating implementing the opportunity for performance payments to vendors who are successful in helping the City reduce waste tonnage instead of improving recycling. This bonus would be paid as a percentage of the reduction in tipping fees paid by the city to RIRR. Vendors who are interested in including this provision in their contract if they are selected, should include a performance bonus plan outlining the enhanced services that would be provided as part of this effort with an opportunity to earn up to 25% of the year-over-year reduction in tipping fees incurred by the City.

**G. Evaluation Criteria**

- i. Proposal Evaluation. The proposals will be evaluated based on the service provider’s ability to provide the required services in a cost-effective professional manner. For a proposal to be deemed responsive, it must include details of all required information and any other information that will help the City to make well-informed decisions. The content of the proposal should specifically relate to the RFP. Failure to submit the required information may result in the elimination of the proposal for further evaluation. Proposals will be evaluated and ranked based on the following criteria:

Operational concept including all collection types demonstrated ability to deliver high quality, cost-effective services.	50 points
Customer service and communications approach, reliability of staffing model, and fleet	25 points
Concept and ability to reduce tonnage and increase diversion rate	25 points
Commitment to innovation and the incorporation of new technology into the overall approach	15 points
References	10 points
	125 points total

For a proposal to be deemed qualified, it must score a total of 90 points. Qualified proposals will be evaluated for cost-effectiveness across all services. The City reserves the right to select multiple proposals.

The proposal will be evaluated by a committee based on the criteria set above. Nonresponsive proposals will be eliminated after the first review. The evaluation committee will conduct the following tasks:

1. Review all proposals received in compliance with RFP documents
2. Prepare a comparative summary of proposals
3. Prepare a preliminary ranking of proposals using a quantitative method based on the criteria presented in this RFP
4. Analyze the financial capabilities of bidders
5. Evaluate the reasonableness and competitiveness of cost proposals
6. Conduct reference checks
7. Request clarification information from bidders
8. Attend and participate in bidder interviews and site visits (where needed)
9. Prepare a final ranking of proposals
10. Provide further assistance to the Chief of Operations as requested
11. Prepare a recommendation for the City Council's consideration

## H. Forms & Relevant Contractual Language

### AGREEMENT FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTION

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Providence (herein called “City”), a body corporate and politic of the State of Rhode Island, whose address is 25 Dorrance Street, Providence, Rhode Island 02903, and \_\_\_\_\_ (herein called “Contractor”), a \_\_\_\_\_, whose address is \_\_\_\_\_.

WITNESSETH;

WHEREAS, the City is seeking the services of a qualified contractor to provide solid waste and recycling collection and disposal services in the City of Providence; and,

WHEREAS, the City contracts for those services on behalf of its residents and generally pays for said services out of the City’s General Fund monies; and,

WHEREAS, a Request for Proposals was advertised by the City and \_\_\_\_\_ submitted a proposal, which was accepted by the City; and,

WHEREAS, the City and \_\_\_\_\_, have agreed to the following terms and conditions of this non-exclusive solid waste collection and disposal agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, it is agreed as follows:

#### ARTICLE I. DEFINITIONS.

For purposes of this Agreement, the following terms and phrases are defined as follows:

DIRECTOR means Director of Public Works or the Director’s designee

ADMINISTRATION means the Administration of the City of Providence Mayor’s Office

AGREEMENT means this document and all attachments, appendices, and exhibits thereto including, but not limited to the request for proposal.

BULK LIQUID is any liquid waste greater than five (5) gallons in volume

BULKY WASTE means any large waste item including, but not limited to stoves, refrigerators, air conditioning units, water heaters, washing machines, dryers, beds, sofas, and furniture

COMMERCIAL SOLID WASTE shall have the definition given by the State of Rhode Island, as amended.

COUNCIL means the City of Providence City Council

CONSTRUCTION & DEMOLITION WASTE (C&D) shall have the definition given by the State of Rhode Island, as amended.

CUSTOMER means the owner, lessee, or occupant lessee of a residential unit

DWELLING, MULTI-FAMILY – A dwelling unit in a structure containing up to six (6) dwelling units sharing common horizontal floors/ceilings, but not including hotels, motels, inns, and/or timeshare units

DWELLING, SINGLE FAMILY – A dwelling unit containing one (1) dwelling unit not including hotels, inns, and/or timeshare units.

HAZARDOUS WASTE means any waste designated as hazardous by the United States Environmental Protection Agency in 40 CFR, Part 261, or by the Rhode Island Department of Environmental Management (RIDEM), including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials.

HOLIDAYS The holidays observed by the solid waste contract shall be the same as the holidays observed by the Rhode Island Resource Recovery (RIRRC) Agency employees.

HOTEL, MOTEL, OR INN – An establishment containing sleeping rooms for the temporary occupancy of guests. Accessory facilities may include a lobby, meeting rooms, recreation facilities, group dining facilities, and/or other facilities or activities customarily associated with hotels, but not including lock-outs or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with a garage or parking space located on the lot and designed, used or intended wholly or in part for the accommodation of automobile transients. Motels include motor courts, motor lodges, and tourist courts, but not mobile home parks or travel trailer parks.

INCOMPLETE COLLECTIONS Service deficiencies include but are not limited to, missed or partial collections, failure to provide residents with written notification regarding refused collections, uncorrected littering or spillage caused by the Contractor, containers not properly returned to the original set out location, and lids not placed on or in emptied containers.

LOCAL MANAGER – A local, authorized managing agent for the Contractor upon whom all notices may be served from the City of Providence. This person shall be named at least fifteen (15) days prior to the start-up of this contract.

NON-PROCESSIBLE WASTE means goods and materials that are not residential waste and/or are prohibited by the disposal facility. The Contractor has an obligation to notify their customers not to place these materials in their waste containers and, if these materials are observed by the Contractor, to remove them from the containers and notify customers of the violation. Non-processible waste items include the following:

- a. Hazardous waste of any kind
- b. Any material that when incinerated clearly conducts electricity
- c. Explosives
- d. Medical or pathological wastes
- e. Animal or human body parts or remains
- f. Liquids
- g. Construction debris or un-processible proportions
- h. Large metal objects of any kind
- i. Large sealed containers of any kind
- j. Motor vehicles or related items
- k. Any item exceeding two (2) feet by two (2) feet by five (5) feet in dimension
- l. Wood with a cross-section over nine (9) inches or five (5) feet in length, and not fitting in a residential container

- m. Any material that is on fire, (i.e., a “Hot Load”)
- n. Drywall
- o. Ashes
- p. Recyclables collected for the purpose of reuse
- q. Any material not acceptable at the disposal facility.

**PROHIBITED WASTE** means any waste designated by the City or by applicable rules and regulations of the RIDEM as prohibited from disposal in a Class I landfill, including but not limited to petroleum products, asbestos-containing materials, PCB-containing materials, bulk liquids, and bulky waste.

**RECYCLABLES** means materials that the parties agree shall be collected by the Contractor for the purpose of recycling or reuse, as defined and accepted by RIRRC

**RECYCLING COLLECTOR** means any person or entity that the City authorizes or contracts with for collection and/or processing of recyclables.

**RECYCLING CONTAINER** An approved container as defined later herein, which will contain approved and accepted recyclable materials.

**SERVICE AREA** means all areas within the boundaries of the City of Providence, RI

**SOLID WASTE** means all putrescible and non-putrescible solid and semi-solid, including garbage, trash, refuse, packaging materials, and paper rubbish that is accepted by RIRRC.

**TRASH CONTAINER** An approved container as defined later herein, which may contain either solid waste or yard waste.

**YARD WASTE** means compostable waste from landscaping operations, including but not limited to tree trimmings, grass cuttings, dead plants, weeds, and leaves.

## ARTICLE 2. SERVICES AND OPERATIONS

**GENERAL SERVICES.** The Contractor shall offer and provide collection and disposal services for solid waste and recyclables generated by single-family and multi-family residential units with up to six (6) units, as well as designated Public Facilities within the Service Area. Appendix A, Contractor’s Proposal, is incorporated herein by this reference as though fully set forth herein and shall be deemed binding provisions hereunder.

The Contractor has no right or duty under the terms of the Agreement to collect or dispose of any hazardous or prohibited waste. The collection of solid waste and recyclable materials by the Contractor shall be provided at least once per week for each residential unit. Collection shall occur at the residential curbside adjacent to the roadway or from some other suitable designated location. All disposal of solid waste and recycling shall be at the RIRRC landfill in Johnston, RI.

**PLAN OF OPERATION.** The Contractor shall provide the Director with a finalized plan of operation for the collection of residential solid wastes and recyclables at least sixty (60) days prior to the start of collection under this contract. The plan shall provide the following detailed information:

1. A map depicting the collection routes for each collection day for both waste and recycling collection. The maps shall show the starting and ending points and direction or routing for each service area.

2. Information identifying the size, type, number, and capacity of each truck used on the routes.
3. The approximate number of drive-bys or collection points for each route and drop site.
4. The procedure for responding to complaints for missed service or delayed service and the means of notifying the City in the event of missed service.
5. The number of spare vehicles and personnel available to either replace or supplement standard service in the event of major surges in waste volume or when frontline vehicles break down.
6. The procedures for responding to service requests in inclement weather and the standards for determining when services must be delayed based on an inclement weather event or other catastrophic events.

**COMPLIANCE WITH LAWS.** In performing the services under this Agreement, the Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the collection, hauling, and disposal of solid waste.

**VOLUME OF COLLECTION.** The Contractor shall collect all solid waste and recyclables properly containerized and placed for collection at the proper time and in the proper location. If the customer places out for collection a volume of solid waste in excess of the level of service contracted for by either the City or the customer, or places waste outside the container provided by the City, the Contractor shall not be responsible for collecting said solid waste, unless the customer is utilizing an authorized overflow bag for refuse.

**COLLECTION REQUIRED.** If a trash or recycling receptacle is blocked from access to the contractor by a parked motor vehicle, the contractor shall manually move the trash/recycling container so that it can be accessed.

**QUANTITIES.** The City estimates that there are approximately 62,500 approved residential collection locations, as herein defined, for the collection of solid waste and recyclable materials. The actual number of collections made in any week may be more or less.

**SPECIAL COLLECTION.** At locations and at a frequency designated by the City, the Contractor shall provide special collection, including but not limited to holiday tree pickup, bulky waste, and yard waste.

**DAYS AND HOURS OF COLLECTION.** Contractor shall schedule collection activities so that the last delivery to the landfill shall occur no later than thirty (30) minutes prior to the scheduled daily closure of the landfill. In all cases the recycling truck shall be one (1) hour ahead of the refuse truck and they shall follow the same route, Monday through Friday, without exception. Refuse trucks may be required to coordinate hours with DPW for the purpose of recycling enforcement and later collect refuse from contaminated recycling carts tagged as part of route audits. If the contractor misses a scheduled collection day for any area within the service area because of a holiday or any other reason, the contractor shall provide collection service to the missed area on the day after. If the contractor misses a regularly scheduled collection at specific residential unit(s) where no fault can be found on the part of the residential unit(s) and complaints are called in to the contractor or the City no later than 12:00 noon of the following day, the contractor shall collect said solid waste within twenty-four (24) hours of said complaint at no additional charge.

**TIMES OF RESIDENTIAL COLLECTION.** Contractor's residential collection services shall be provided between the hours of 6:00AM and 5:00PM during weekdays (Monday through Friday, holidays excepted), unless otherwise authorized by the City to provide collection service at other times or days.

**HOLIDAY SCHEDULE.** Holidays shall be the same as those observed by the Rhode Island Resource Recovery facility. When holidays occur, all waste and recycling pickups will be scheduled one day after their normal pickup schedule. In these instances, Saturday collections will occur.

**ROUTES AND SCHEDULES.** Contractor shall provide the Administrator with route maps, schedules of collection routes and customer lists and keep such information current at all times. Contractor shall notify all affected customers of any change in routes or schedules at least one (1) week before said change becomes effective. The City may require the Contractor to modify its routes based on data to minimize the City's rejected recycling loads. The City will retain ownership of Contractor's customer lists and contractor agrees not to distribute said customer lists without the express written consent of the City.

**CUSTOMER CONTACT AND EMERGENCY RESPONSE.** During normal business hours (8:00AM to 5:00PM Monday through Friday, holidays excepted), the contractor shall maintain a staffed call center (with a listed telephone directory in its name) for receipt of customer calls. During all other hours, the contractor may use a telephone answering service or device for customers calls and shall respond to all calls within twenty-four (24) hours of receipt. The contractor shall provide the Director with a current telephone number that can be used by the City on a twenty-four (24) hour basis to contact the contractor, its Management or someone authorized to act on its behalf. Customer complaints that are not resolved by close of business the day following receipt may be submitted to the Director for resolution. The Director or designee shall have the power to order collection or to take any other action that may be necessary to equitably resolve differences between the Contractor and residents notwithstanding any other terms of this agreement to the contrary.

**HIRING OF PERSONNEL.** Contractor shall exercise sole authority over the selection and hiring of its personnel.

**CONDUCT OF PERSONNEL.** Contractor shall require its employees and agents to be courteous, to work as quietly as possible, to avoid the use of profane language, to leave containers where originally found in an upright position, to use only regular pedestrian walkways or driveways while on private property, and to avoid trespassing, loitering. Drivers of the Contractor's trucks or vehicles shall carry a valid driver's license appropriate for the type of vehicle that they are operating. Contractor should expect to require drivers to assist in tracking contaminated loads via a simple cab-installed observation panel.

**SOLID WASTE AND RECYCLING FACILITY.** The Contractor shall transport all solid waste collected from residential units to the RIRRC landfill. Recyclables shall be transported to the Municipal Recycling Facility (MRF).

**COLLECTION EQUIPMENT.** The City shall own all garbage and recycling containers used for collection of garbage and recyclables and the Contractor shall be responsible for all other equipment used for the collection and transportation of solid waste, recyclable materials, yard waste and bulky items, including but not limited to all vehicles – automated or manual.

**VEHICLE REQUIREMENTS.** The Contractor must supply the City with specific information regarding the number and type of all trucks that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall provide detailed inventories including photographs of their equipment, including all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options for renewal, where applicable shall be stated. All new equipment needed to accomplish this contract shall be available prior to the commencement of operations for this contract. At the beginning of the contract period, no collection vehicle exceeding 26,000+ lbs GVW can be older than five (5) years of age.

**CONTAINERS.** The City shall provide sufficient containers for residential solid waste and recycling collection. The City shall be responsible for the purchase of all containers, with the exception of those provided by the contractor per the provisions of this RFP, and all shall remain the property of the City. The City and the Contractor shall keep records of requests for new containers. Residents may have no more than two (2) containers for waste per household (unless expressly authorized). The Contractor shall replace all containers that are damaged or lost by the Contractor in the course of their operations, without charge to the City or the customer. The Contractor shall also deliver all such carts that they replace due to damage or loss and all shall remain the property of the City.

**SPECIAL SERVICES AND CONTAINERS.** The Contractor shall provide, at no additional cost, special service for handicapped persons or senior citizens not able to handle 65- or 96-gallon approved garbage and recycling containers. Such special service will be as directed and approved by the Director after discussion with the Contractor.

**REPORTING REQUIREMENTS.** At its expense, the Contractor shall provide the Director with written collection reports and/or data of a type and in a form prescribed by the Department of Public Works, refuse and disposal data and recycling collection data on a monthly basis. This data must include, but is not limited to the following: tonnage and volume of solid waste and recyclables, rejected loads, driver diverted loads, frequency of pickup, missed pickups, customer complaints. The City may request any other relevant data it finds necessary in evaluating its solid waste and recycling management program.

**INSPECTION.** At any reasonable time requested, the Contractor shall make available and the City shall have the right to inspect all equipment, trucks, vehicles and containers used by the Contractor in the service area.

**NUISANCE.** The Contractor shall do all work in such a manner as not to create a nuisance through early start or spillage from vehicles. Trucks providing service before 6:00AM are considered to be a nuisance. Municipal waste spilled or scattered on sidewalks, gutters, or roadways during collection shall be immediately cleaned up by the Contractor.

**SCHEDULE CHANGE NOTIFICATION.** Notification to residential customers of any agreed upon schedule change shall be the responsibility of the Contractor. That notice shall be given in writing at least five (5) business days in advance of the schedule change. If the schedule change is done on an emergency basis, then such notice of the changed schedule should be through the City's web site, the Contractor's web site, social media outlets and in a recording on the Contractor's phone line dedicated for public communications.

### **ARTICLE 3 TERM OF AGREEMENT AND REMEDIES FOR BREACH**

**TERM OF AGREEMENT.** The term of this agreement shall be for a period of 36 months, commencing on July 1, 2025, with an option for two, 2-year extensions.

**TERMINATION UPON DEFAULT.** If the Contractor is in material default or breach of any terms or conditions of this Agreement, the City, at its option may immediately terminate this Agreement with written notice to the Contractor, provided, however, that the City must first give Contractor written notice of such default or breach, specifying the particulars thereof, and the City may not terminate this Agreement on the grounds of said breach or default is such that more than ten (10) days after such notice or, if the nature of the breach or default is such that more than ten (10) days are required for its cure, then the City may not terminate this Agreement if the contractor shall commence such cure within such ten (10) day period and thereafter diligently prosecute the same to completion. The provisions herein to allow cure of default shall not apply to material breaches under paragraphs in Article 3.

CIRCUMSTANCES THAT CONSTITUTE MATERIAL BREACH. Without limitation, the following acts by the Contractor shall constitute a material breach of this agreement for purposes of termination under Article 3:

Material default or breach of any terms or conditions of this Agreement;

- A. Failure to submit to the City within thirty (30) days after it is due any of the information requested by the City or required to be submitted by this agreement;
- B. Submission to the City of any intentionally inaccurate information or financial data or information that is not prepared in accordance with the terms and conditions of this agreement;
- C. Commitment of the following crimes by the Contractor or any of their Administrators, Officers, or employees, the conduct of which relates directly or indirectly to the agreement or performance thereunder: bribery, forgery, price fixing, bid rigging, fraud, obstruction of justice, extortion, racketeering, antitrust violations, or the intentional disposal of hazardous waste of any type.
- D. Conduct that results in more than five (5) percent of the total number of customers in the service area making complaints in one calendar year, such complaints being unresolved by the contractor and documented by the Director.

REMEDIES UPON DEFAULT. If either the Contractor or the City breaches any of the terms of this Agreement, the other party shall be entitled to recover its damages, whether or not the default has been cured under Article 3. In the event the Contractor is in default or breach of any of the terms or conditions of this agreement, the City may also declare the amount of the Contractor's performance bond or letter of credit forfeited to the extent necessary to remedy or cure said breach or default, including without limitation to pay the cost or expense to the City of obtaining replacement service, whether temporary or permanent. The amount of said bond or letter of credit in no way limits the Contractor's liability for damages. The City may also, at its option, temporarily use the Contractor's trucks and equipment if for any reason the Contractor fails to cause collection or disposal as provided herein. The Contractor shall be paid compensation in the form of the reasonable rental value thereof if said failure to collect was caused by circumstances beyond the Contractor's control. Any action for recovery of damages or compensation herein shall be subject to arbitration, as set forth in the section entitled "Dispute Resolution".

The City agrees and acknowledges that the rights conferred to the City under the Agreement are intended to constitute a license right (and not a security interest or lien) and that title to the Licensed Property (as defined below) shall at all times be and remain with the Contractor. The City further acknowledges that in accordance with the terms and conditions of the Credit Agreement (as defined below), the Contractor has granted a perfected, first-priority security interest in certain of their respective assets (including, without limitation, the Licensed Property) for the benefit of the secured parties under the security documents applicable thereto. The City agrees and acknowledges that the security interest of such secured parties into and under the Licensed Property is prior to the City's license rights granted hereunder and that the City's license rights in the License Property shall automatically and irrevocably terminate immediately upon the exercise of such secured parties of their rights to foreclosure on the License Property in accordance with the terms of the Credit Agreement and related security documents. Under no circumstance, will the City file any financing statements or similar instrument relating to any of the Licensed Property.

As used herein, the term "Credit Agreement" means the Credit Agreement dated as of \_\_\_\_, from \_\_\_\_, the lenders party thereto and among other \_\_\_\_\_, as administrative agent, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time. As used herein the term "Licensed Property" means any and all of the Contractor's equipment, Vehicles, facilities, and property of every kind and nature of which the City intends to use in accordance with Section \_\_\_\_.

**EMERGENCIES.** Collections shall be made regardless of weather or other conditions that would impede collections, such as snow, flood, riot or other disaster unless authorization to suspend collections is obtained from the Director or designee to suspend service. This authorization may be verbal so long as it is confirmed in writing within one (1) business day of the emergency.

**WORK STOPPAGE.** A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate this Agreement. The Contractor shall still be required to complete its obligation under this Agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the City shall not impose any penalty nor bring any action against the Contractor to perform the conditions of this Agreement for the first twenty-four (24) hours of any strike or job action should such a strike or job action prevent the collection of municipal waste or recycling by the Contractor during this initial twenty-four (24) hour period. All other rights and options available to the City under this Agreement shall remain unaltered by this paragraph.

**NON-WAIVER.** The waiver by the City or failure by it to enforce any provision of this Agreement shall not be construed as a continuing waiver as to future enforcement of any such provision or any other provision.

**DISPUTE RESOLUTION.** Any dispute arising from this Agreement shall attempt to be settled by the parties within fifteen (15) days of written notice of the dispute. If no settlement is reached, the parties agree to submit the dispute to mediation through a third-party neutral mediator or provider, which mediation session will take place within thirty (30) days from the notification date.

If settlement is not reached within ten (10) days after the mediation session, the parties agree to submit the dispute to binding arbitration in accordance with the State of Rhode Island governing regulations and/or policies, which arbitration hearing will take place no later than sixty (60) days from the notification date. Costs of mediation will be split equally between the parties. If the case is settled through binding arbitration, the parties shall split equally the cost of the arbitration unless otherwise ordered by the arbitrator and judgement upon award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **ARTICLE 5. INDEMNIFICATION, INSURANCE AND ASSURANCE OF PERFORMANCE**

**INDEMNIFICATION.** Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, liabilities and attorney fees or whatsoever nature, resulting from or in any way connected with any willful or negligent act, whether active or passive, or any omission to act by the Contractor or any of its owners, administrators, officers, agents, servants, employees or subcontractors, which such act or omission to act occurred with respect to, or is in any way related to, directly or indirectly, this Agreement, or the performance or failure to perform thereunder, including without limitation the failure to collect and/or legally dispose of solid waste. Contractor agrees to indemnify the above persons or entities whether or not the City, or any of its supervisors, officers, agents, servants or employees are in any way at fault, whether by active or passive negligence, or are liable by way of strict liability or by way of omission to act. Said indemnification shall also cover, without limitation, any claim by any owner, administrator, officer, employee, servant, agent or subcontractor of Contractor.

**INSURANCE.** Throughout the term of this Agreement and any extensions thereof, the Contractor at its expense, shall maintain in full force and effect general liability and property damage insurance and workers' compensation insurance and shall supply certificates of insurance to the Director for approval as to form and content. The general liability insurance policy shall include at least \$2,000,000 of coverage for injury to

persons, including the general public, and \$2,000,000 of coverage for injury to property resulting from any negligent act or failure to act by the Contractor or any of its owners, administrators, officers, employees, servants or agents. Said general liability insurance policy shall also show the City as an additional insured. All insurance policies shall be in effect for the term of the Agreement and the Contractor shall not permit said insurance policies to be canceled without providing the Director thirty (30) days advance written notice and without first obtaining replacement insurance satisfactory to the Director.

**ASSURANCES OF PERFORMANCE.** Throughout the term of this Agreement, the Contractor, at its expense, shall maintain for the City's benefit a performance bond or letter of credit, in a form approved by the City Solicitor, in an amount equal to one (1) year's cost of service for refuse and recycling collection to assure performance of the Contractor's obligations under this Agreement. The Contractor shall supply the bond or letter of credit to the Director for approval as to form and content. Said bond or letter of credit shall be issued by a duly authorized corporate surety or bank, as the case may be, authorized to do business in the State of Rhode Island. Throughout the term of this Agreement, the Contractor shall not permit said bond or letter of credit to be canceled or modified or to expire without providing the Director thirty (30) days advance written notice and without first obtaining a replacement bond or letter of credit satisfactory to the Director.

## ARTICLE 6. MISCELLANEOUS PROVISIONS

**LABOR RELATIONS.** The City of Providence is party to a collective bargaining agreement with Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers International Union of North America, AFL-CIO, which contains the following provision relating to subcontracting:

“ The City shall have the right to enter into subcontracts for the performance of work, where the work is of a type which has never been performed by bargaining unit employees covered by this Agreement, or of a type that has previously been subcontracted, or where the subcontractor which is the lowest responsible bidder selected by the City subscribes and agrees to be bound by the same economic conditions and the union security provision in this Agreement.”

It is the City's position that the work to be performed under the subcontract is not of a type that would require the subcontractor to subscribe and agree to be bound by the economic and union security provisions of the aforesaid agreement. Notwithstanding the City's position, however, the sub-contractor will be required as a condition of the awarding of the subcontract, to execute the following provision:

“The undersigned subcontractor understands and agrees that this subcontract shall terminate upon a determination by an arbitrator of court of competent jurisdiction that the entry into or continued compliance with the sub-contract is in violation of the collective bargaining agreement between the City and Public Service Employees' Local Union 1033.”

**ASSIGNMENT, SUBCONTRACTS, CHANGE OF OWNERSHIP.** None of the Contractor's obligations, rights, privileges, or duties under this Agreement may be assigned, sold, leased, subcontracted, or transferred, either in whole or in part, without prior written consent of the City. The Contractor shall promptly notify the Director in writing in advance of any proposed assignment, sale, lease, subcontract, or transfer. In the event that the City approves of any assignment, sale, lease, subcontract, or transfer, said approval shall not relieve the Contractor of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect. The Contractor shall also notify the Director of any change in control and/or ownership of the contractor. While a change in ownership or control is not a breach of this Agreement, upon any such change, the City, at its option, may terminate this Agreement by giving the Contractor at least thirty (30) days written notice. For purposes of this Agreement, change of ownership or control is presumed to include, without

limitation, the sale or transfer of at least thirty (30) percent of the Contractor's assets or at least thirty (30) percent of the Contractor's voting stock to an entity unaffiliated with the Contractor. In the event the Contractor owns, leases or purchases any such solid waste disposal facility, the Contractor shall immediately notify the Director in writing.

**COMPLETE AGREEMENT.** This Agreement, with its attachments, appendices, and exhibits, constitutes the entire agreement between the Contractor and the City. No prior oral or written understandings or agreements between the parties with respect to the subject matter of this Agreement are incorporated herein and any such understandings or agreements are entirely superseded by this Agreement.

**INDEPENDENT CONTRACTOR.** It is agreed that the Contractor is and shall at all times be an independent contractor of, and not an agent of the City.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

**NONDISCRIMINATION.** In the performance of this Agreement, the Contractor shall abide by all applicable federal, state and local laws, regulations or ordinances pertaining to discrimination and shall not discriminate against any person, customer, servant or employee on account of membership in any protected class including but not limited to: race, sex, age, creed, color, religion, sexual orientation, disability, gender identification or national origin.

**CORPORATE AUTHORITY.** The Contractor shall submit to the Director documentation sufficient to establish that the person acting on its behalf by signing this Agreement, or any amendments thereto, is authorized to do so.

**CONFORMANCE TO REQUEST FOR PROPOSALS.** The Contractor agrees to furnish all services in conformity with all specifications and representations in the document entitled "REQUEST FOR PROPOSAL FOR REFUSE AND RECYCLABLES COLLECTION AND MARKETING OF RECYCLABLES" (hereinafter referred to as the RFP) and the Contractor's Response to RFP ("Contractor's Proposal"), including all attachments thereto, which is styled hereto as Appendix A. The City has also attached a document entitled Responses to Bidder's Questions. All of the foregoing are incorporated herein by this reference as though set forth at length herein. Where there is a conflict between the Appendix and this Agreement, this Agreement shall control.

**OWNERSHIP.** The Contractor agrees that all customer lists and information, as well as all other materials generated by the Contractor to perform this Agreement, shall be the property of the City and may be used as the City sees fit.

**TITLE TO WASTE.** Title to all residential solid waste that the Contractor has agreed to collect shall be with the City when (a) placed in the Contractor's collection vehicle, (b) removed by Contractor from a container, or (c) removed by the Contractor from the residential unit, whichever last occurs. Contractor shall use its best efforts to recover any item which a customer may have in advertently or unintentionally deposited in a container, and if located, shall relinquish possession and title to such customer. Notwithstanding anything in this Agreement to the contrary, title and liability for any hazardous waste or prohibited waste shall remain with the customer and shall not pass to the Contractor.

**NOTICES.** All notices or correspondence under this Agreement shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the second business day after the date of mailing.

To the City:

Director of Public Works, 700 Allens Avenue, Providence, RI 02905 (401) 680-7512  
[pcoynefague@providenceri.gov](mailto:pcoynefague@providenceri.gov)

To the Contractor:

ANNUAL AUDIT. At least once a year, the City shall verify the assumed housing unit count for residential waste and recycling hauling service based upon the most recent data provided by the City Tax Assessor and new approved housing developments provided by the Building Official. After an audit, the City may adjust the number of residential units serviced and or the container volume for multifamily units.

DEDUCTIONS FROM PAYMENTS BY THE CITY. For each and every documented instance of non-performance of the Agreement, the sums designated below shall be deducted from the payment of any invoice:

Failure to clean up waste or recycling spills: \$500 offense

Failure to resolve collection complaint within 24 hours: \$1000 offense

Failure to take disciplinary action against any employee due to any of the following substantiated offenses: Use of loud, profane, vulgar or obscene language, soliciting gratuities for public services, refusal to collect or handle refuse as herein required; wanton or malicious damage of containers or receptacles; wanton or malicious scattering or spilling or refuse; any other willful disregard of safety or sanitary requirements or any act constituting a public nuisance or disorderly conduct; hauling of commercial waste at the expense of the City: \$1,000 offense

Changing the day of collection without notice to the City and public: \$5,000 offense per collection route

Starting route collection before 6:00 AM, unless approved by the City: \$1,000 offense per collection route

Intoxication on the job: \$1,000 offense

Failure to collect all waste on the day of collection unless prior approval by the City: \$5,000 offense

Knowingly comingling of refuse and recyclable materials: \$1,000 offense

## 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 records. 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.**

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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

**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



**BOARD OF CONTRACT AND SUPPLY  
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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.

## Appendix B

The following solutions will be outlined with Descriptions and Specifications

- Collection Service Verification
- Observation Panel
- Collection Visual Verification
- Communication Service

Collection Service Verification- all trucks must be equipped with this technology – no exceptions.

<b>Description (hardware)</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
All-In-One RFID Reader (hardware)	Reads UHF RFID tags		
	RFID Reader must be packaged as an all in one system for outdoor use that only requires a consistent 12V Power Supply activated by the trucks ignition switch or battery disconnect		
	The system should have the capability to be installed on manual or automated rear load, side load or front load collection vehicles		
	constructed of materials and components that are designed to withstand the vibration and environmental conditions of the application		
	One (1) embedded UHF Antenna		
	Minimum 2 port Embedded RFID Reader Module driving a sealed internal antenna and a provision for an external antenna		
	GPS with optimal embedded antenna with an option for an external GPS antenna.		
	Controller Board all packaged together in a ruggedized IP-65 rated anti-static extruded plastic casing		
	The system must include at least three Diagnostic LED indicator lights and a sound indicator to identify when a tag is read and to monitor system performance.		
	Input/Output features to allow for ancillary options such as: External Observation Buttons, Cameras		
	Reader Frequency Options should be North America (902-928 MHz) Certified by FCC.		
	System supports EPCglobal Gen 2 (ISO 1800-6C) RFID Tags with full Anti-Collision, DRM and advanced interference rejection		
	System must include a one year warranty on all parts and components with the option to purchase additional years at a specified price		
<b>Description (software)</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
Collection Data Transfer	Contractor must supply a cloud-based software suite that displays RFID tip and collection information. RFID and collection information should be accessible in the same user interface as the account and work order information. RFID tip data including asset serial number, rfid, tip time, tip latitude/longitude must automatically import into software		
Tip History	Software must have the ability to report on the tip history of a specific asset over a customized date range and display time/date of tip, and truck number		
Dashboard	Software must be able to provide customized widgets and reports for collection information by truck, route, date, asset size/stream, tip location within a dashboard		

Map Center	Software must support an interactive mapping layer with filters for day, truck type, and truck # for all collection vehicles		
	Map Center will display all tips by truck or by route on a selected day. Each tip will display container serial number, RFID, Account location, Reverse Geo-code tip location, tip time, Truck #, and Disatance between account and tip location		
	Map Center will display breadcrumb mapping and truck playback for all collection vehicles		
	Map Center must allow geofences to report on quantity of tips within a geofence		
	Map Center must have the ability to display a percentage of route completion for a selected date.		
Reporting	Software must have the ability for custom reporting and analytics to report on: -Collection Metrics -Historical Participation Percentage -Historical Participation Percentage by Route -Historical Set-Out Percentage -Assets by Distance-Moved		

Observation Panel (RFID Reader Required) – no exceptions

<b>Description (Hardware)</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
Ruggedized 3-button Observation Panel	LED Indicator light showing RFID tip and Observation		
	Records GPS Latitude/longitude, Time Stamp, Truck number, and observation number		
	Observation panel connects to All-in-one RFID reader through ruggedized cable		
	Mounting Plate		
<b>Description (software)</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
Observation Reporting	Software must be able to produce reports for observation selections by observation, truck, time period, and be able to report in a graphical widget on the users dashboard		
Accessing Observations through a Map Center	Software must support an interactive mapping layer with filters for day, truck type, and truck # to show observations on a map		
	Map Center will display all observations by truck on a selected day. Each observation will display Observation Number, Observation Description, Reverse Geo-coded location, time of observation, and truck #		
Observation Descriptions	Software must allow ability to customized Observation selections		

Collection Visual Verification (RFID and Observation Panel Hardware Required) – no exceptions

<b>Description (Hardware)</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
Two Camera System Hardware	Two-camera System in protective housing on specialized mounts with power junction box, ruggedized cabling, and power/data connection to All-In-One RFID Reader (RPCAIO- RFID Reader)		
	Cameras have the ability to take high resolution photos with limited lighting		
	Cameras have configurable capture settings and 180 degree view		
<b>Description (software)</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
Cart asset tip photo	Captures photo after RFID read		
	Customized photo capture delay		
Observation photo	Photo taken after observation button selection		
Access to tip and observation photos through a map center	Observation photos are uploaded automatically to an interactive mapping layer within the cloud-based software suite		
	Individual tip icons within the Map Center must allow request for tip images		
	Individual Observation icons within the Map Center must automatically tie observation photo with the description, time/date, and truck #		

Communication Service Solution

<b>Description</b>	<b>Specifications</b>	<b>Yes</b>	<b>No</b>
Configurable Message Mediums	Contractor must have the ability to notify residents on upcoming work orders via Pre-recorded phone call, SMS(Text), Email		
Customizable messaging	Communication Service must have ability to customize messages per medium (pre-recorded phone call, SMS(Text), Email		
Scheduled Communication	Communication Service must have ability to customize time-frame to deliver communication, set days prior to due date for delivery		
Opt-In/Out of notifications	Must be able to Opt-In/Out Resident during Work Order Creation or Work Order Editing. Communication will only be sent for Opted-In Residents		
Mobile, Landline, or VOIP detection	Pre-recorded phone call will detect a mobile, landline, or VOIP		
Integrated with Manage Accounts	Customized communication messages linked with Work Orders created in Manage Accounts within the software suite Desktop Interface		