



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

REQUEST FOR PROPOSALS

Item Description: Residential Trash & Recycling Carts (3-year contract with two 1-year options)

Procurement/MinuteTraq #: 49000

Date to be opened: 5/5/2025

Issuing Department: Sustainability

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
 - 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
 - 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: Kevin Proft
 - Title: Deputy Director of Sustainability
 - Email Address: kproft@providenceri.gov

Pre-submission Conference

There will be a Non-Mandatory Pre-Bid Conference on April 16, 2025 at 10 a.m.

Deadline for questions submissions:

Bidder questions will be accepted through April 18, 2025. A response to questions will be posted by April 25, 2025.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 5/5/2025

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 3rd 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/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd 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.

- Signed Addenda: All addenda to this RFP must be signed and submitted with the bid.
- 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) though 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 here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. 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 				
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.				
Prime Contractor/Vendor Signature		Title		Date
Subcontractor/Supplier Signature		Title		Date

***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, 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

1. Overview

A. Purpose

The City of Providence is seeking a vendor to replace trash and recycling carts for households in its residential trash and recycling curbside collection program. The awarded vendor will be responsible for supplying new carts, assembling and delivering the carts, assigning carts to households, and disassembling and recycling of existing carts.

B. Background Information

The curbside collection program includes approximately 62,500 households. Each household generally has one 95-gallon recycling cart and one 65-gallon trash cart. As such, a three-unit, multi-family home would typically have three 95-gallon recycling carts and three 65-gallon trash carts. The City has issued three main types of carts over the life of its cart-based collection program – 95-gallon “Big Green Cans”, 65-gallon gray carts, and 65-gallon blue carts, which replace Big Green Cans when they break and are replaced.

A rough summary of the City’s existing cart landscape follows:

- 95-gallon Big Green Can
 - Appx. Number in circulation: 31,250
 - Manufacturer: Rehrig
 - Raw material information:
 - Resin: cart, lid, lid pins, 12” wheels
 - Metal: pull bar, metal axel
 - Average age: 12+
- 65-gallon gray cart
 - Appx. Number in circulation: 62,500
 - Manufacturer: Rehrig
 - Raw material information:
 - Resin: cart, lid, lid pins, 12” wheels
 - Metal: pull bar, metal axel
 - Average age: 10+
- 65-gallon blue cart
 - Appx. Number in circulation: 31,250
 - Manufacturer: Rehrig
 - Raw material information
 - Resin: cart, lid, lid pins, 12” wheels
 - Metal: pull bar, metal axel
 - Average age: variable

2. Scope of Work

Based on the availability of funding, the City intends to replace either a portion of or all of the trash and recycling carts associated with its curbside collection program.

A. Base Scope of Work

The awarded vendor shall:

- Supply, deliver, and assemble 95-gallon trash and 95-gallon recycling carts to 12,500 households. Each household shall receive one trash cart and one recycling cart. Cart delivery should begin on or before September 15, 2025. The City shall supply a comprehensive address list of eligible households no less

than four weeks prior to the cart delivery start date. Any damage to the carts during delivery and assembly shall be the responsibility of the awarded vendor to replace in-kind.

- Disassemble and responsibly dispose of corresponding existing carts. Existing carts shall be recycled to the greatest extent practicable. The City shall receive a recycling credit for the sale of recycled materials from its existing carts.
- Scan cart barcodes at the point of delivery to develop a database that assigns specific carts – based on serial number, RFID tag, and bar code – to specific addresses and GPS coordinates. Awarded vendor must have the ability to deliver to and document any addresses that may be excluded from the original delivery list, and to use resolution codes to track where delivery was not possible to a particular address for reasons such as vacant lot, commercial address, or resident refusal. Awarded vendor shall provide the database to the City and have the ability to migrate all open and closed requested data into a cloud-based asset management system for ongoing cart management and reporting purposes at the request of the City.
- Affix literature to each cart during initial distribution. The City shall provide the materials to be attached to each cart.
- Warranty the carts for at least 10 years and agree to a reclaim program to take back and recycle all carts and cart parts generated by the City that have reached the end of their useful life.
- Supply additional carts following the initial order for the duration of the contract term. City will deliver carts after initial order.
- Provide financing terms for the initial order for any costs exceeding \$1,825,000.

B. Add Alternate 1

The awarded vendor shall:

- Supply, deliver, and assemble 95-gallon trash and 95-gallon recycling carts to 62,500 households. Each household shall receive one trash cart and one recycling cart. Cart delivery should begin on or before September 15, 2025. The City shall supply a comprehensive address list of eligible households no less than four weeks prior to the cart delivery start date. Any damage to the carts during delivery and assembly shall be the responsibility of the awarded vendor to replace in-kind.
- Disassemble and responsibly dispose of corresponding existing carts. Existing carts shall be recycled to the greatest extent practicable. The City shall receive a recycling credit for the sale of recycled materials from its existing carts.
- Scan cart barcodes at the point of delivery to develop a database that assigns specific carts – based on serial number, RFID tag, and bar code – to specific addresses and GPS coordinates. Awarded vendor must have the ability to deliver to and document any addresses that may be excluded from the original delivery list, and to use resolution codes to track where delivery was not possible to a particular address for reasons such as vacant lot, commercial address, or resident refusal. Awarded vendor shall provide the database to the City and have the ability to migrate all open and closed requested data into a cloud-based asset management system for ongoing cart management and reporting purposes at the request of the City.
- Affix literature to each cart during initial distribution. The City shall provide the materials to be attached to each cart.
- Warranty the carts for at least 10 years and agree to a reclaim program to take back and recycle all carts and cart parts generated by the City that have reached the end of their useful life.
- Supply additional carts following the initial order for the duration of the contract term. City will deliver carts after initial order.
- Provide financing terms for the initial order for any costs exceeding \$8,700,000.

3. Specifications

A. Cart Specifications

- i. **Material:** The cart must be manufactured from first-quality high-density polyethylene (HDPE) provided by a well-established resin manufacturer. Carts must be 100% recyclable and shall be manufactured with the maximum amount of recycled material possible, including at least 10% residential post-consumer recycled plastic. Bidders must submit a technical data sheet from the resin producer. Carts with higher amounts of recycled content will be assessed more favorably.
- ii. **Resin Additives:** All plastic parts shall be colorfast so they do not alter or fade appreciably in normal use throughout the warranty period. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate of no less than 2% by weight. To ensure thorough distribution of resin and additives, a hot-melt blending process shall be used. Bidders must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.
- iii. **ANSI Conformance:** The containers shall meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 (Type B and G containers) standards. The containers shall meet the ANSI Appendix D Test for “Loading and Unloading Test for Carts” that requires 520 dump cycles under the containers full rated load performed for both full automation and semi-automation. All ANSI certifications shall be submitted with the proposal.
- iv. **Capacity:** The total capacity of the cart bodies, excluding the lid, must be 95 US gallons \pm 3%.
- v. **Width:** The cart shall be manufactured with a narrow-width design to fit through a 30-inch door opening.
- vi. **Load Rating:** The cart must be designed to regularly receive and dump 330 pounds of materials, excluding the weight of the cart, without permanent damage or deformation.
- vii. **Maneuverability:** The cart shall be manufactured with a foot operated tilt feature designed in the axel area to facilitate easy tipping. Carts that require less force to tip will be assessed more favorably.
- viii. **Resin Weight:** The cart must be manufactured to achieve a minimum resin weight of approximately 34 pounds.
- ix. **Wall Thickness:** The quoted cart must have a nominal wall thickness of 0.165 inches throughout the body of the cart. The body must have a minimum wall thickness of 0.185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be 0.140 inches. Carts that exceed the minimum specification shall be assessed more favorably.
- x. **Rim of Body:** Cart body shall be molded with an upper rim to add structural strength and stability to the cart and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not have an inward radius to obstruct free flow emptying of material out from the cart.
- xi. **Bottom:** The cart bottom must be reinforced at all points that contact the ground and include molded in wear strips to improve durability. The bottom of the cart must be impact resistant at all points (four corners and the center) of the base. Carts with thicker wear strips will be assessed more favorably.
- xii. **Lid:** The cart lid shall be one-piece and shall be manufactured from the same material used in the cart body. The lid shall not fade, warp, bend, slump, or distort to such an extent that it no longer fits the cart properly. Cart lids must be crowned to prevent ponding of water. The lid should prevent the intrusion of

rainwater, rodents, and insects and prevent the emission of odors when closed. Cart lids must open from a closed position through a full 270° arc and hang open without stressing the lid, cart body, or tipping over the cart. The cart lid must be easily removed if damaged or failing, but should not be readily removable by the public by hand or ordinary tools. Lids shall be securely attached to the carts without the use of metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Attachments must be weather-resistant and easily installed during cart assembly and uninstalled during cart disassembly. Lids shall be hinged to open using gravity as the cart is dumped. Living hinges, lid counterweights are not acceptable. Locking and latching mechanisms are not acceptable.

- xiii. **Handle:** Each cart must be equipped with a molded-in handle as part of the container body. Bolt on handle mounts or bolt on handles are not acceptable. The handle shall provide a comfortable grip for either pulling or pushing. The handle must not have the ability to rotate on its own axis at any time.
- xiv. **Wheels:** Wheels shall be at least 10” in diameter and 1.75” wide with grooved, quiet treads. Carts with 12” wheels will be assessed more favorably. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. per wheel. Wheels must be snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels that require the use of pal nuts, washers, or other means of connection are not unacceptable. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.
- xv. **Axel:** Carts shall be furnished with a 5/8” minimum diameter, high strength, solid steel axle with corrosion resistant coating. Axle must slide through molded-in plastic journals in the cart bottom and must not be exposed to contents inside of cart. Axles attached by means of bolts or rivets are not acceptable. Carts that exceed the minimum standard will be assessed more favorably.
- xvi. **Lift System:** Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be permanently molded into the cart. All lower lift bars must be designed to withstand at least ten years of lifter attachment. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners. With the exception of the metal axel and, possibly, a metal lift bar, there shall be no other metal attachments, metal framing, or nots and blots on the cart.
- xvii. **Stability:** The carts shall be designed to remain stable and self-balancing when in the upright position, either loaded or empty, when the lid is thrown open. Cart lid shall be designed to not blow open during inclement weather conditions. The cart must be designed to withstand winds averaging 30 mph when empty. Certified wind tunnel testing results shall be provided with the vendor proposal. Carts that exceed the minimum standard shall be assessed more favorably.
- xviii. **Construction:** Carts shall be manufactured with a smooth non-textured interior surface and free from crevices, recesses, projections, and other obstructions where material inside the carts could become trapped.

Carts shall be manufactured with a slight taper, to permit nesting, with lids attached, of unassembled carts during shipment and storage. All necessary parts and hardware to assemble a complete cart are to be included with each truckload delivery.

- xix. **Spare Parts:** Original spare parts shall be available throughout the ten year warranty period of each cart. All parts supplied will meet ANSI Standards and manufacturer’s specifications and standards.
- xx. **Color:** Color must be impregnated into the plastic. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. Trash carts shall be gray with black lids. Recycling carts shall be bright blue with bright blue lids.

Final color choices shall be selected by the City after a bidder is awarded. Awarded bidder shall submit samples of all available colors and finishes and provide information about the percentage of recyclable materials that can be used with each color.

For the purpose of calculating potential recycled materials for this bid, bidders should select the versions of the colors requested above that permit the greatest amount of recycled materials to be incorporated.

- xxi. **Serial Numbers:** Each cart must have a serial number and associated barcode hot stamped in white on the body. The starting number shall be determined by the City, and updated upon request. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked. The vendor shall coordinate with the City on the preferred location of the serial number. The awarded vendor will maintain a file that identifies the date of manufacture by the serial number. The serial number shall be the same number used to identify the cart for warranty purposes.
- xxii. **City Seal:** The City of Providence seal shall be hot stamped onto both sides of the cart body at a size and in a location approved by the City.
- xxiii. **User Instructions:** Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish. The awarded vendor shall coordinate with the City on the specific language for each cart type prior to manufacture of the carts.
- xxiv. **In-Mold Label:** The recycling and trash carts shall include in-mold labels permanently molded into the container lids. They shall not wear or peel from normal uses. They shall have ultra-violet and other protection from the effects of the sun. The trash cart’s in-mold label will provide instructions for bulky waste disposal. A sample approximating the graphic that will be used for the in-mold label on the recycling cart is included below:



- xxv. **Manufacturing Information:** Carts shall be permanently identified with manufacturer's name, model, year and month of manufacture, manufacturer's maximum load weight rating, and volumetric capacity. Carts shall specify that they are manufactured in accordance with ANSI standards and the amount of recycled content they are made of.

B. RFID Tag Specifications

The City may implement web-based asset management software with of following the roll-out of new carts. The software will be procured separately from this RFP. With that said, the carts provided under this RFP shall include the necessary configuration to enable the City to use this software. The City's goals for the software include inventory management, warranty management, work-order management, locating lost/stolen carts, tracking of cart set out rates, and tracking of contaminated recycling carts, among others. The software must enable the City to generate customized reports at the household level by associating each cart with a specific customer address and to view data via an online dashboard. Configuration should support data gathering by scanning the cart barcode with a smart phone, a handheld device, and using truck-installed hardware to read RFID tags. The awarded vendor will be expected to coordinate with the City's future asset management software vendor to migrate manufacturing and delivery data to the software.

- i. **RFID Tag Integration:** All carts must be equipped with an RFID tag and barcode that has been pre-associated with the serial number by the manufacturer. The RFID tag must be installed with no exposure to the outside elements. RFID Tags affixed to the cart lid or inside the cart are unacceptable.
- ii. **RFID Tag Association:** It is the responsibility of the cart manufacturer to provide a database for the City that includes the association information. The database must include each cart's RFID tag, serial number, date of manufacture, cart size, cart type, delivery date, assignment address, and GPS coordinates among others. The awarded vendor shall maintain this database for the life of the agreement and provide additional association information for future cart purchases. The City may at any time request this information and the awarded vendor must provide the information within 48 hours of the request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.
- iii. **RFID Inlay Specifications:** At a minimum, the RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat-treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty P7 permanent adhesive.
- iv. **RFID Tag Testing:** RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
- v. **RFID Tag Verification:** The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

C. Warranty, Returns, & Reclaim Program Specifications

- i. **Warranty:** Bidders must provide the City with a document that clearly states the exact warranty of the cart manufacturer. The awarded bidder shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the awarded bidder that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes

of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components. During the warranty period, the awarded bidder shall replace defective carts/parts at no additional cost to the City, including transportation and handling. The warranty term will survive the contract term. If the awarded bidder is owned (or purchased) by another business entity, the owning entity shall also accept full financial responsibility for the warranty of the bidder.

Examples of defects in materials and workmanship shall include, but are not be limited to:

- a. Failure of the lid to prevent rainwater from entering the cart when in the closed position
- b. Damage to the cart body, lid or any component parts through opening or closing the lid
- c. Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices
- d. Failure of the body and lid to maintain their original shape
- e. Damage or cracking of the cart body through normal operating conditions
- f. Failure of the wheels to provide continuous easy mobility as originally designed
- g. Failure of any part to conform to standards as specified herein
- h. Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the awarded bidder on the grounds of improper use of inhibitor
- i. Failure of barcode/RFID tag to be read by the appropriate device
- j. Failure of ultraviolet effectiveness resultant of sun exposure causing in-mold labels to fade

The bidders warranty is understood to include and cover all issues referenced in this Section, whether stated in bidder's warranty or not.

Replacement: Any cart or component part that does not conform to the technical requirements, as deemed by the City, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the awarded bidder, at no cost to the City.

Cart Replacement Parts: The awarded bidder shall provide to the City all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the City. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the awarded bidder is unable to provide the City with any replacement part for a period longer than forty-five (45) calendar days, the bidder shall be liable for providing new replacement carts. For each unavailable cart part requested by the City, the bidder's maximum liability shall not exceed the cost of a new, replacement cart delivered to the City. The specialized tool sets required for cart repairs shall be replaced at no cost to the City, as requested by the City. The City shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

Responsibility for damage or loss: The awarded bidder shall not be responsible for damage or loss of carts due to vandalism, abuse, neglect, theft or acts of nature after delivery and acceptance by the City. To the extent that the cart conforms to the solicitation requirements, the awarded bidder shall not be responsible for damage or loss due to fire.

Claim Procedures: The City may remove a cart from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts that are subject to a warranty claim

(Warrantable Carts), but repairable, the City may elect to install replacement parts such as wheels, grab bars and lids. However, this action will in no way waive the warranty requirement of the carts. All carts that are identified as not repairable, as determined by the City, and are Warrantable Carts, shall be replaced as discussed above.

In the event that a Warrantable Cart or component part is identified by the City as requiring complete replacement, then the City shall retain the Warrantable Cart or component part and promptly notify the awarded bidder in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the awarded bidder shall honor the warranty claim by delivering a replacement cart to the City. If the awarded bidder contests the warranty claim, notice must be submitted in writing to the City's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The awarded bidder may visually inspect the Warrantable Cart or component part during the forty five (45) calendar day post-notification period. The awarded bidder may, upon its inspection of damaged carts/parts, challenge its obligation to replace subject carts/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The Burden of Proof when contesting warranty claims shall be placed solely on the awarded bidder. Such proof shall be in writing with specific details as to the exact cause of the defect. The City will consider the details of the awarded bidders contested item.

In the event of a contested warranty claim, the City and the awarded bidder shall use their best efforts to mutually resolve the disagreement. In the event that the City and the awarded bidder cannot resolve their disagreement within forty five (45) calendar days subsequent to the awarded bidder's notice, the City's determination shall be final.

- ii. **Product Returns:** The City may elect to return to the awarded bidder any unused item within sixty (60) business days of receipt and acceptance of that item by the City if the item is determined to be defective by the City. Items will be returned with all original documentation. The awarded bidder must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the awarded bidder.
- iii. **Cart Alterations:** The awarded bidder shall secure written authorization from the City prior to the bidder making any change to any aspect of the cart. Failure to do so shall be grounds for the City to refuse shipment of any such load of carts or to return carts at the expense of the contract vendor if the City determines a delivery of carts was made with an unauthorized modification.
- iv. **Buy Back Program:** The successful vendor must agree to offer a reclaim program to take back and recycle all carts and cart parts generated by the City that have reached the end of their useful life. The awarded vendor shall provide its best monetary offer to buy back each non-warrantable cart to include transportation and processing. The successful vendor agrees to remove these carts from the storage location within ten (10) calendar days of notification that a load of non-serviceable carts is ready for pick up. Failure to meet any aspect of the recycle requirement is unacceptable and may be considered a breach of contract once the award has been made.

D. Operations & Maintenance:

- i. **Pre-Award Inspection:** Only at the request of the City should a bidder submit a sample. A specific model proposed in the bid response may be requested by the City for the purpose of testing and inspection at no cost to the City. It will be at the discretion of the City as to the tests performed and a

testing committee will review the performance of each cart. Failure to pass all portions of the testing could result in disqualification of the proposal. The City will not be responsible for returning samples.

- ii. **Assembly and Disassembly:** The bidder shall supply a cart assembly instruction sheet with their response and the awarded vendor shall provide instruction manuals (print and digital) to the City with each order at no cost to the City. The instruction sheet shall include a list of cart parts and a list of tools needed for assembly. All parts must meet ANSI standards and manufacturer’s specifications and standards for parts currently being distributed on new trash and recycle carts. If a special tool is required, the vendor receiving the award shall provide the City with at least ten tools with the first shipment of carts after the award. Carts with fewer assembly steps will be assessed more favorably during proposal review.
- iii. **Training:** The awarded vendor shall provide all necessary training at no cost to the City to ensure staff is familiar with the assembly and disassembly of containers. Vendor should plan on an initial training session for City staff, then one refresher training each year or sooner upon a design change in the container that materially affects the assembly or disassembly of containers.
- iv. **Cart Maintenance:** City staff shall maintain all carts. This action will in no way waive the warranty requirement of the carts.

4. Instruction to Bidders

1. RFP Schedule

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

RFP Posted	Apr. 7, 2025
Pre-Bid Conference	Apr. 16 at 10:00 a.m.
Deadline for Bidder Questions	Apr. 18
Response to Bidder Questions	Apr. 25
Proposal Due Date	May 5 at 2:15 p.m.
Estimated Award Date	Jun. 2

2. Pre-Bid Conference

There will be a non-mandatory, virtual pre-bid conference on the date and time included in the chart above. A link to the virtual meeting is included below. The conference is an opportunity to learn about this RFP and ask clarifying questions.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 277 829 893 749

Passcode: aD2AY6di

Dial in by phone

[+1 332-249-0606,,427220383#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 427 220 383#

3. Questions and Addenda

Bidders are advised that once the RFP has been issued, all contact must be handled per the guidance on page 1 of this RFP package. Instructions for participating in this bidding process and information regarding this project will be provided only through this RFP, the pre-bid conference, and written addenda. Questions may be submitted to the appropriate contact by

the Deadline for Bidder Questions date included in the chart above. Responses will be posted in the form of an addendum to this RFP on the Response to Bidder Questions date included in the chart above.

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

4. Submission Process

Proposals must be submitted to the City on or before 2:15 PM EST on the Proposal Due Date included in the chart above. See page 2 of this RFP for submittal instructions. See page 3 of this RFP for a bid package checklist.

5. M/WBE Forms

All bidders must include the relevant M/WBE forms included on pages 10-11 of this solicitation. If a bidder will not meet the City's goal of 20% M/WBE participation, a waiver must be requested. The approved waiver must be submitted with the Bidder's proposal, so a request should be placed as soon as the bidder knows they will not meet the goal to ensure adequate time for the waiver request to be processed and approved. See waiver instructions on page 11 for more information.

6. Contract Term

The City is seeking to enter into a 3-year contract with the option for two 1-year extensions.

7. Withdrawal of Proposal

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

5. Terms

1. Proposal Ownership

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

2. Accept/Reject Proposal

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. The City reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this RFP. The City reserves the right to waive technicalities, irregularities, and omissions. The City reserves the right to make the award in a manner deemed to be in the best interests of the City and to correct any award erroneously made as a result of a clerical error on the part of the City. Proposals received after the due date and time indicated on the cover of this bid will not be considered. The City's Purchasing website includes a step-by-step guide for submitting a bid <https://www.providenceri.gov/purchasing/how-to-submit-a-bid/>.

3. Rhode Island Public Records Law

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

4. RFP Interpretation

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

5. Modification of Terms

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

6. Confidentiality

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

7. Regulations

The awarded bidder shall conduct all work funded under this agreement in compliance with all local, state, and federal laws, regulations, and codes.

6. Proposal

A. Baseline Requirements and Vendor Summary

- i. Bidder shall complete and/or sign all bid forms, MBE/WBE forms, and RFP addenda. Bidders that fail to complete these requirements will be disqualified.
- ii. Provide a concise summary of your organization, including the primary contact person for the RFP, company name, address, telephone number, and email address, signed by the person authorized to bind the organization.

B. Project Approach

- i. Demonstrate that your organization has the capacity to successfully achieve the scope of work at the scale required.
- ii. Provide a description of how your organization will approach the scope of work in section 2 above, including a schedule that will permit carts to begin being delivered by September 15, 2025.
- iii. Provide a statement of problems that may arise during manufacture, delivery, distribution, and disposal of carts including but not limited to employee absenteeism, equipment breakdowns, and delivery delays.

C. Experience & References

- i. Provide three examples of your organization's work on similar projects. Where possible, examples should be for large orders in urban settings.
- ii. Provide the contact information for each of the three examples to be used as references.
- iii. Provide a comprehensive list of municipalities you have provided trash and recycling carts to since January 2022, including the number of households and what services your organization provided – e.g. cart manufacture, delivery and assembly, RFID software, and disposal of existing carts.

D. Confirmation of Specifications

- i. Confirm that the products in your proposal meet the specifications outlined in Section 3 above. If applicable, identify specifications that your product does not meet and provide a rationale for why your product will still meet the goals of the RFP. The City may reject any proposal that fails to meet the specifications as stated herein.

Bidders shall complete *Exhibit 1: Confirmation of Specifications* to confirm each specification.

E. Budget

- i. Provide a bid price for scope of work *2a. Base Scope of Work* and *2b Add Alternate 1* above.
- ii. Provide financing terms as requested in 2a and 2b above.
- iii. Provide a unit price for new and replacement carts ordered following the initial order's delivery (including freight). The unit price shall hold firm for the duration of the contract term and contract

option years, except that the price may be adjusted based on semi-annual variances to the price of resin. Upward price adjustments are optional; downward price adjustments are mandatory. Vendor shall state the minimum quantity of carts required to get the quoted unit-price.

- iv. Provide replacement-part unit prices (including freight) for each component of the cart. State whether the unit is individual or case quantity and state minimum order quantities if applicable.

7. Evaluation Criteria

Bidders who score less than 70 will be disqualified.

Item	Potential Points
A. Baseline Requirements	True/False
B. Project Approach	25
C. Experience and References	15
D. Confirmation of Specifications	25
E. Budget	35

SUPPLEMENTAL INFORMATION

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

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

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

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

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
CITY OF PROVIDENCE, RHODE ISLAND**

- 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.

Exhibit 1: Confirmation of Specifications

Anywhere “no” is checked, provide an explanation. Explanations should be provided on a separate sheet and should reference the applicable letter and numeral.

A. Cart Specifications

- i. **Material:** The cart must be manufactured from first-quality high-density polyethylene (HDPE) provided by a well-established resin manufacturer. Carts must be 100% recyclable and shall be manufactured with the maximum amount of recycled material possible, including at least 10% residential post-consumer recycled plastic. Bidders must submit a technical data sheet from the resin producer. Carts with higher amounts of recycled content will be assessed more favorably.

Specification Met?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Technical data sheet included?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Potential recycled content (trash)?	_____ %	
Potential recycled content (recycling)?	_____ %	

- ii. **Resin Additives:** All plastic parts shall be colorfast so they do not alter or fade appreciably in normal use throughout the warranty period. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate of no less than 2% by weight. To ensure thorough distribution of resin and additives, a hot-melt blending process shall be used. Bidders must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

Specification Met?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hot-melt certification included?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- iii. **ANSI Conformance:** The containers shall meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 (Type B and G containers) standards. The containers shall meet the ANSI Appendix D Test for “Loading and Unloading Test for Carts” that requires 520 dump cycles under the containers full rated load performed for both full automation and semi-automation. All ANSI certifications shall be submitted with the proposal.

Specification Met?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI certification included?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- iv. **Capacity:** The total capacity of the cart bodies, excluding the lid, must be 95 US gallons $\pm 3\%$.

Specification Met?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Cart Volume: _____ **gallons**

- v. **Width:** The cart shall be manufactured with a narrow-width design to fit through a 30-inch door opening.

Specification Met? **Yes** **No**

- vi. **Load Rating:** The cart must be designed to regularly receive and dump 330 pounds of materials, excluding the weight of the cart, without permanent damage or deformation.

Specification Met? **Yes** **No**

Load Rating: _____ **lbs.**

- vii. **Maneuverability:** The cart shall be manufactured with a foot operated tilt feature designed in the axel area to facilitate easy tipping. Carts that require less force to tip will be assessed more favorably.

Specification Met? **Yes** **No**

Force required to tilt fully loaded cart: _____

- viii. **Resin Weight:** The cart must be manufactured to achieve a minimum resin weight of approximately 34 pounds.

Specification Met? **Yes** **No**

Resin Weight: _____ **lbs.**

- ix. **Wall Thickness:** The quoted cart must have a nominal wall thickness of 0.165 inches throughout the body of the cart. The body must have a minimum wall thickness of 0.185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be 0.140 inches. Carts that exceed the minimum specification shall be assessed more favorably.

Specification Met? **Yes** **No**

Dimensions: Nominal: _____ **”** **Wear Points:** _____ **”** **Lid:** _____ **”**

- x. **Rim of Body:** Cart body shall be molded with an upper rim to add structural strength and stability to the cart and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not have an inward radius to obstruct free flow emptying of material out from the cart.

Specification Met? **Yes** **No**

- xi. **Bottom:** The cart bottom must be reinforced at all points that contact the ground and include molded in wear strips to improve durability. The bottom of the cart must be impact resistant at all points (four corners and the center) of the base. Carts with thicker wear strips will be assessed more favorably.

Specification Met? **Yes** **No**

Wear Strip Thickness: _____”

- xii. **Lid:** The cart lid shall be one-piece and shall be manufactured from the same material used in the cart body. The lid shall not fade, warp, bend, slump, or distort to such an extent that it no longer fits the cart properly. Cart lids must be crowned to prevent ponding of water. The lid should prevent the intrusion of rainwater, rodents, and insects and prevent the emission of odors when closed. Cart lids must open from a closed position through a full 270° arc and hang open without stressing the lid, cart body, or tipping over the cart. The cart lid must be easily removed if damaged or failing, but should not be readily removable by the public by hand or ordinary tools. Lids shall be securely attached to the carts without the use of metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Attachments must be weather-resistant and easily installed during cart assembly and uninstalled during cart disassembly. Lids shall be hinged to open using gravity as the cart is dumped. Living hinges, lid counterweights are not acceptable. Locking and latching mechanisms are not acceptable.

Specification Met? **Yes** **No**

- xiii. **Handle:** Each cart must be equipped with a molded-in handle as part of the container body. Bolt on handle mounts or bolt on handles are not acceptable. The handle shall provide a comfortable grip for either pulling or pushing. The handle must not have the ability to rotate on its own axis at any time.

Specification Met? **Yes** **No**

- xiv. **Wheels:** Wheels shall be at least 10” in diameter and 1.75” wide with grooved, quiet treads. Carts with 12” wheels will be assessed more favorably. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. per wheel. Wheels must be snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels that require the use of pal nuts, washers, or other means of connection are not unacceptable. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.

Specification Met? **Yes** **No**

Wheel diameter: _____”

- xv. **Axel:** Carts shall be furnished with a 5/8” minimum diameter, high strength, solid steel axle with corrosion resistant coating. Axle must slide through molded-in plastic journals in the cart bottom and must not be exposed to contents inside of cart. Axles attached by means of bolts or rivets are not acceptable. Carts that exceed the minimum standard will be assessed more favorably.

Specification Met? Yes No

Axel Diameter: _____”

- xvi. **Lift System:** Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be permanently molded into the cart. All lower lift bars must be designed to withstand at least ten years of lifter attachment. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners. With the exception of the metal axel and, possibly, a metal lift bar, there shall be no other metal attachments, metal framing, or nots and blots on the cart.

Specification Met? Yes No

- xvii. **Stability:** The carts shall be designed to remain stable and self-balancing when in the upright position, either loaded or empty, when the lid is thrown open. Cart lid shall be designed to not blow open during inclement weather conditions. The cart must be designed to withstand winds averaging 30 mph when empty. Certified wind tunnel testing results shall be provided with the vendor proposal. Carts that exceed the minimum standard shall be assessed more favorably.

Specification Met? Yes No

Avg. Windspeed: _____ mph

- xviii. **Construction:** Carts shall be manufactured with a smooth non-textured interior surface and free from crevices, recesses, projections, and other obstructions where material inside the carts could become trapped.

Carts shall be manufactured with a slight taper, to permit nesting, with lids attached, of unassembled carts during shipment and storage. All necessary parts and hardware to assemble a complete cart are to be included with each truckload delivery.

Specification Met? Yes No

- xix. **Spare Parts:** Original spare parts shall be available throughout the ten year warranty period of each cart. All parts supplied will meet ANSI Standards and manufacturer’s specifications and standards.

Specification Met? Yes No

- xx. **Color:** Color must be impregnated into the plastic. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. Trash carts shall be gray with black lids. Recycling carts shall be bright blue with bright blue lids.

Final color choices shall be selected by the City after a bidder is awarded. Awarded bidder shall submit samples of all available colors and finishes and provide information about the percentage of recyclable materials that can be used with each color.

For the purpose of calculating potential recycled materials for this bid, bidders should select the versions of the colors requested above that permit the greatest amount of recycled materials to be incorporated.

Specification Met? Yes No

- xxi. **Serial Numbers:** Each cart must have a serial number and associated barcode hot stamped in white on the body. The starting number shall be determined by the City, and updated upon request. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked. The vendor shall coordinate with the City on the preferred location of the serial number. The awarded vendor will maintain a file that identifies the date of manufacture by the serial number. The serial number shall be the same number used to identify the cart for warranty purposes.

Specification Met? Yes No

- xxii. **City Seal:** The City of Providence seal shall be hot stamped onto both sides of the cart body at a size and in a location approved by the City.

Specification Met? Yes No

- xxiii. **User Instructions:** Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish. The awarded vendor shall coordinate with the City on the specific language for each cart type prior to manufacture of the carts.

Specification Met? Yes No

- xxiv. **In-Mold Label:** The recycling and trash carts shall include in-mold labels permanently molded into the container lids. They shall not wear or peel from normal uses. They shall have ultra-violet and other protection from the effects of the sun. The trash cart’s in-mold

label will provide instructions for bulky waste disposal. A sample approximating the graphic that will be used for the in-mold label on the recycling cart is included below:



Specification Met? Yes No

xxv. **Manufacturing Information:** Carts shall be permanently identified with manufacturer’s name, model, year and month of manufacture, manufacturer’s maximum load weight rating, and volumetric capacity. Carts shall specify that they are manufactured in accordance with ANSI standards and the amount of recycled content they are made of.

Specification Met? Yes No

B. RFID Tag Specifications

The City may implement web-based asset management software with of following the roll-out of new carts. The software will be procured separately from this RFP. With that said, the carts provided under this RFP shall include the necessary configuration to enable the City to use this software. The City’s goals for the software include inventory management, warranty management, work-order management, locating lost/stolen carts, tracking of cart set out rates, and tracking of contaminated recycling carts, among others. The software must enable the City to generate customized reports at the household level by associating each cart with a specific customer address and to view data via an online dashboard. Configuration should support data gathering by scanning the cart barcode with a smart phone, a handheld device, and using truck-installed hardware to read RFID tags. The awarded vendor will be expected to coordinate with the City’s future asset management software vendor to migrate manufacturing and delivery data to the software.

Specification Met? Yes No

i. **RFID Tag Integration:** All carts must be equipped with an RFID tag and barcode that has been pre-associated with the serial number by the manufacturer. The RFID tag must

be installed with no exposure to the outside elements. RFID Tags affixed to the cart lid or inside the cart are unacceptable.

Specification Met? **Yes** **No**

- ii. **RFID Tag Association:** It is the responsibility of the cart manufacturer to provide a database for the City that includes the association information. The database must include each cart’s RFID tag, serial number, date of manufacture, cart size, cart type, delivery date, assignment address, and GPS coordinates among others. The awarded vendor shall maintain this database for the life of the agreement and provide additional association information for future cart purchases. The City may at any time request this information and the awarded vendor must provide the information within 48 hours of the request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.

Specification Met? **Yes** **No**

- iii. **RFID Inlay Specifications:** At a minimum, the RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat-treated PET. The inlay must be sandwiched between a minimum of two-0.005” polyester material using a heavy duty P7 permanent adhesive.

Specification Met? **Yes** **No**

- iv. **RFID Tag Testing:** RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.

Specification Met? **Yes** **No**

- v. **RFID Tag Verification:** The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

Specification Met? **Yes** **No**

C. Warranty, Returns, & Reclaim Program Specifications

- i. **Warranty:** Bidders must provide the City with a document that clearly states the exact warranty of the cart manufacturer. The awarded bidder shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the awarded bidder that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of

this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components. During the warranty period, the awarded bidder shall replace defective carts/parts at no additional cost to the City, including transportation and handling. The warranty term will survive the contract term. If the awarded bidder is owned (or purchased) by another business entity, the owning entity shall also accept full financial responsibility for the warranty of the bidder.

Examples of defects in materials and workmanship shall include, but are not be limited to:

- a. Failure of the lid to prevent rainwater from entering the cart when in the closed position
- b. Damage to the cart body, lid or any component parts through opening or closing the lid
- c. Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices
- d. Failure of the body and lid to maintain their original shape
- e. Damage or cracking of the cart body through normal operating conditions
- f. Failure of the wheels to provide continuous easy mobility as originally designed
- g. Failure of any part to conform to standards as specified herein
- h. Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the awarded bidder on the grounds of improper use of inhibitor
- i. Failure of barcode/RFID tag to be read by the appropriate device
- j. Failure of ultraviolet effectiveness resultant of sun exposure causing in-mold labels to fade

The bidders warranty is understood to include and cover all issues referenced in this Section, whether stated in bidder's warranty or not.

Replacement: Any cart or component part that does not conform to the technical requirements, as deemed by the City, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the awarded bidder, at no cost to the City.

Cart Replacement Parts: The awarded bidder shall provide to the City all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the City. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the awarded bidder is unable to provide the City with any replacement part for a period longer than forty-five (45) calendar days, the bidder shall be liable for providing new replacement carts. For each unavailable cart part requested by the City, the bidder's maximum liability shall not exceed the cost of a new, replacement cart delivered to the City. The specialized tool sets required for cart repairs shall be replaced at no cost to the City, as requested by

the City. The City shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

Responsibility for damage or loss: The awarded bidder shall not be responsible for damage or loss of carts due to vandalism, abuse, neglect, theft or acts of nature after delivery and acceptance by the City. To the extent that the cart conforms to the solicitation requirements, the awarded bidder shall not be responsible for damage or loss due to fire.

Claim Procedures: The City may remove a cart from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts that are subject to a warranty claim (Warrantable Carts), but repairable, the City may elect to install replacement parts such as wheels, grab bars and lids. However, this action will in no way waive the warranty requirement of the carts. All carts that are identified as not repairable, as determined by the City, and are Warrantable Carts, shall be replaced as discussed above.

In the event that a Warrantable Cart or component part is identified by the City as requiring complete replacement, then the City shall retain the Warrantable Cart or component part and promptly notify the awarded bidder in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the awarded bidder shall honor the warranty claim by delivering a replacement cart to the City. If the awarded bidder contests the warranty claim, notice must be submitted in writing to the City’s contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The awarded bidder may visually inspect the Warrantable Cart or component part during the forty five (45) calendar day post-notification period. The awarded bidder may, upon its inspection of damaged carts/parts, challenge its obligation to replace subject carts/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The Burden of Proof when contesting warranty claims shall be placed solely on the awarded bidder. Such proof shall be in writing with specific details as to the exact cause of the defect. The City will consider the details of the awarded bidders contested item.

In the event of a contested warranty claim, the City and the awarded bidder shall use their best efforts to mutually resolve the disagreement. In the event that the City and the awarded bidder cannot resolve their disagreement within forty five (45) calendar days subsequent to the awarded bidder’s notice, the City’s determination shall be final.

Specification Met? Yes No

Warranty documentation included: Yes No

- ii. **Product Returns:** The City may elect to return to the awarded bidder any unused item within sixty (60) business days of receipt and acceptance of that item by the City if the

item is determined to be defective by the City. Items will be returned with all original documentation. The awarded bidder must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the awarded bidder.

Specification Met? **Yes** **No**

- iii. **Cart Alterations:** The awarded bidder shall secure written authorization from the City prior to the bidder making any change to any aspect of the cart. Failure to do so shall be grounds for the City to refuse shipment of any such load of carts or to return carts at the expense of the contract vendor if the City determines a delivery of carts was made with an unauthorized modification.

Specification Met? **Yes** **No**

- iv. **Buy Back Program:** The successful vendor must agree to offer a reclaim program to take back and recycle all carts and cart parts generated by the City that have reached the end of their useful life. The awarded vendor shall provide its best monetary offer to buy back each non-warrantable cart to include transportation and processing. The successful vendor agrees to remove these carts from the storage location within ten (10) calendar days of notification that a load of non-serviceable carts is ready for pick up. Failure to meet any aspect of the recycle requirement is unacceptable and may be considered a breach of contract once the award has been made.

Specification Met? **Yes** **No**

D. Operations & Maintenance:

- i. **Pre-Award Inspection:** Only at the request of the City should a bidder submit a sample. A specific model proposed in the bid response may be requested by the City for the purpose of testing and inspection at no cost to the City. It will be at the discretion of the City as to the tests performed and a testing committee will review the performance of each cart. Failure to pass all portions of the testing could result in disqualification of the proposal. The City will not be responsible for returning samples.

Specification Met? **Yes** **No**

- ii. **Assembly and Disassembly:** The bidder shall supply a cart assembly instruction sheet with their response and the awarded vendor shall provide instruction manuals (print and digital) to the City with each order at no cost to the City. The instruction sheet shall include a list of cart parts and a list of tools needed for assembly. All parts must meet ANSI standards and manufacturer’s specifications and standards for parts currently being distributed on new trash and recycle carts. If a special tool is required, the vendor receiving the award shall provide the City with at least ten tools with the first shipment of carts after the award. Carts with fewer assembly steps will be assessed more favorably during proposal review.

Specification Met? **Yes** **No**
Cart assembly instructions included **Yes** **No**

- iii. **Training:** The awarded vendor shall provide all necessary training at no cost to the City to ensure staff is familiar with the assembly and disassembly of containers. Vendor should plan on an initial training session for City staff, then one refresher training each year or sooner upon a design change in the container that materially affects the assembly or disassembly of containers.

Specification Met? **Yes** **No**

- iv. **Cart Maintenance:** City staff shall maintain all carts. This action will in no way waive the warranty requirement of the carts.

Specification Met? **Yes** **No**