

BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: MUNICIPAL CURBSIDE RECYCLING COMPOSITION STUDY

Procurement/MinuteTraq #: 49711

Date to be opened: 7/28/2025

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.
 - o Email: <u>purchasing@providenceri.gov</u>
 - 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
 - o 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:
 - O Name: Kevin Proft
 - o Title: Deputy Director of Sustainability
 - o Email Address: kproft@providenceri.gov

Pre-submission Conference

There will be a Non-Mandatory Pre-Bid Conference on 7/9/2025 at 11 a.m. Microsoft Teams Need help?

Dial in by phone

Join the meeting now +1 332-249-0606,,668141606# United States, New York City

Meeting ID: 210 411 358 339 4

Passcode: gx6dg9w6 Phone conference ID: 668 141 606#

Deadline for questions submissions:

Questions about this RFP will be accepted through 7/11/2025 at 8:30 a.m.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 7/28/2025

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

**<u>PLEASE NOTE</u>: 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 <u>ALL</u> required signatures. Forms without all required signatures will be considered incomplete.

- Signed Addenda
- 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 offeror whose proposal is determined, in writing, to be the most advantageous to the municipality taking into consideration price and the evaluation factors stated in the request for proposals. (§ 45-55-6).
- 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.	and	nancial assurances may be required in order to be a successful bidder for Commodity or Construction d Service contracts. If either of the first two checkboxes below is checked, the specified assurance
		ust accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The
		rd checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to awarded the contract.
	a)	A certified check for <u>\$</u> 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, <u>RIGL 28-29-1</u>, 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 <u>other than Rhode</u> <u>Island</u> , 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)

Up	on behalf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
bei	ng its	(Title or "Self"), hereby certify that:
1.	Bidder does not unlawfully discriminate orientation and/or religion in its business	on the basis of race, color, national origin, gender, sexual 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 at	firm by signing below that I am duly auth	rized 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),
	its	
unders	standing that:	
 2. 	(RFQ's), documents contained record upon receipt by the City and Supply (BOCS) meeting. The Purchasing Department and effort to request that sensitive/p	Requests for Proposals (RFP's) and Requests for Qualification thin, and the details outlined on those documents become public erk's office and opening at the corresponding Board of Contract are issuing department for this RFP/RFQ have made a conscious sonal information be submitted directly to the issuing verification of specific details is critical the evaluation of a
3.	vendor's bid. The requested supplemental info	nation may be crucial to evaluating bids. Failure to provide
4.	If sensitive information that has defined supplemental information submitted to the City Clerk, the	fication, or an inability to appropriately evaluate bids. ot been requested is enclosed or if a bidder opts to enclose the prior to the issuing department's request in the bidding packet ity of Providence has no obligation to redact those details and
5.	The City of Providence observe the bidding packet may not be s	he information becoming public record. a public and transparent bidding process. Information required in mitted directly to the issuing department at the discretion of the formation, such as pricing terms, from becoming public. Bidders disqualified.
I affiri	m by signing below that I am duly	uthorized 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.

Per R.I.G.L. § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company,

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

rec	eive	rship, trust, or any other entity recognized in law thro	ough which business for profit or not for profit is conducted.
Na	me c	of the person making this affidavit:	
Po	sition	n in the "Business"	
Na	me c	of Entity	
Ad	dres	s:	
Ph	one r	number:	
Th	e nui	mber of persons or entities in your entity that are requ	uired to report under Sec. 2128.1 (e):
Re	ad tl	he following paragraph and answer one of the opt	ions:
are ha	not ve yo	in writing within the 12 month period preceding the ou made campaign contributions within a calendar ye	abmission with the City of Providence, or with respect to the contracts the date of notification that the contract has reached the \$100,000 threshold, ar to (please list all persons or entities required under Sec. 2128.1 (e)).
a.	•	If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	□ No Contribution Amount(s):
b.	Car •	ndidates for election or reelection to the Providence of If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	City Council? ☐ Yes ☐ No Contribution Amount(s):
c.	The	e Mayor of Providence? Yes No If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):
d.	Car •	ndidates for election or reelection to the office of Ma If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	eyor of Providence? \square Yes \square No 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:							
	as of Minority and/o prise certification w (Check all that apple o capture commitme	r Woman ith the ly).		ntracto		□Neither MBE nor W MBE/WBE subcontractors	and suppliers,
Please note that all MB time of bid. The MBE/instructions and require Nonprofit or	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). • Nonprofit organizations are not required to complete the rest of this form.					pportunity at the program (e.g.	
Name of Subcontractor		DE Outrea	cii Office				
Type of RI Certification	* *	□MBE		WBE		□Neither	
Address:							
Point of Contact:							
Telephone:							
Email:							
Detailed Description of Performed by Subcontrol to be Supplied by Supplied by Supplied Work provided in the Total Contract Value (1)	ractor or Materials blier Per the Scope te RFP		Subcon Value (Participation Rate (%):	
Anticipated Date of Pe	rformance:		v alue (Φ).		Kate (70).	
I certify under penalty of perjury that the forgoing statements are true and correct.							
Prime Contractor/Vendor Signature Title Date			Date				
Subcontractor/Suppli	er 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):			
	1 10 11 55			
		nd/or WBE companies you contacted ompany could not participate on this	d, the name of the primary individual with	
MBE/WBE Company	Individual's N		Why did you choose not to	
Name		and company (and	work with this company?	
I acknowledge the City of Provide	ence's goal of a comb	pined MBE/WBE participation is 20°	% of the total bid value. I am requesting a	
		ue of Box F on the Subcontractor Dis		
identified to subcontract any task certified businesses as partners.	associated with the fi	alfillment of this contract, a good fai	th effort will be made to select MBE/WB	
certified outsinesses as partifers.				
C. to CD. C. to t		Printed Name		
Signature of Prime Contractor / or Duly Authorized Representative		rinted Name	Date Signed	
, 1				
Signature of City of Providence		Printed Name of City of Providence	Date Signed	
MBE/WBE Outreach Director /		MBE/WBE Outreach Director	Date digited	
or Duly Authorized Representative				

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

The City of Providence is seeking a qualified contractor to conduct a five-day recycling composition study for the City's municipal curbside recycling program.

2. Scope of Work

A. Budget

The City has \$50,000 available for this project. Bidders shall provide the most cost-effective proposal that provides the City with a statistically significant result.

B. Location

The sampling and sorting will be conducted at Rhode Island Resource Recovery Corporation's (RIRRC) transfer station in Johnston, RI. RIRRC manages the landfill and MRF where all of Providence's curbside trash and recycling is hauled.

C. Dates of Study

The exact dates of the 5-day study are to be determined but must be completed between October 1 and October 31, 2025.

D. Materials Provided by RIRRC

- Loader and operator
- Skid Steer and operator

E. Pre-Sampling Coordination and Planning

Prior to sampling, the awarded vendor shall participate in coordination and planning meetings with staff from the City, RIRRC, and Waste Management to ensure a shared understanding of the project.

F. Sampling Schedule

The awarded vendor shall manually sort samples of recyclables over a 5-day period. Each sample should come from a different route to ensure different geographic areas of the route day are represented.

Day	Neighborhoods	# of Routes	# of Tips
Monday	East Side	7	12
Tuesday	Mt. Pleasant, Charles, Wanskuck	8	15
Wednesday	Manton, Olneyville, Silver Lake	8	14
Thursday	S. Providence, Elmwood, Washington Park	8	14
Friday	West End, Valley	7	11
			TOTAL

G. Sampling Protocol

- i. As each truck arrives at the transfer station, the following information must be recorded:
 - a. Date and time
 - b. Sample number
 - c. Route number
 - d. Truck number
- ii. Direct the driver to tip the load at the designated area
- iii. Visually inspect the load and note any unusual items or contamination on the recording form. Photographs can be taken if necessary.
- iv. Direct loader/skid-steer operator to mix the load so the sample is more representative of the whole load.
- v. Using a randomized selection process, direct the loader/skid-steer to pull a sample from the load; ensure both heavier and lighter materials are captured. Record the sample weight before taking it to the sorting area.

vi. RIRRC will make staff and equipment available to assist with separating the sample from the tipped loads and reloading the truck after a sample is taken and delivering it to the MRF or landfill.

H. Staging and Sorting the Samples

- i. Line up sample barrels with placards clearly visible for the sorting crew. A list of material categories that should be sorted is included at the end of this RFP.
- ii. Separate materials by hand. If materials are firmly stuck together, sort them into the bin where the majority of the weight belongs. Each team member should focus on specific material groups.
- iii. A table leader should routinely inspect the bins to correct any misthrows or confusion.





Example of table and bins for sorting

I. Weigh out Process

- i. After sorting, bring all sorted material to the weigh-out station.
- ii. Record all material category weights.
- iii. Compare the total weight to the pre-sort sample weight to verify accuracy.
- iv. Dump the sorted sample material in a designated area and bring the next sample for sorting. Repeat this process until all samples for the day are sorted.



Example of Weigh Out Process

J. Deliverables

Data from the week-long study will be organized and analyzed by the awarded vendor. The organized data will be provided to the City in raw format. A report based on the data will also be provided to the City and shall include, at a minimum, the following:

- i. An executive summary of the results of the study in terminology that is meaningful to solid waste managers and others generally familiar with the subject area;
- ii. A description of the methods and data sources used to execute the study and analysis;
- iii. An analysis of data from the sorting event and other available sources to identify or calculate the types and quantities of materials in the recycling stream, and a statistical evaluation of data for various categories, as approved by the City. Data shall be analyzed in aggregate, at the route day level, and at the route level.
- iv. A summary of findings and conclusions for the project;
- v. All supporting documentation and the waste category definitions, as used in the report.

A draft of the report shall be prepared and presented to the City. The awarded vendor shall meet with City staff and stakeholders to discuss the draft report. The City will provide the awarded vendor with written comments regarding the draft report. The awarded vendor shall incorporate the comments into a final report and submit the final report to the City within one month of receiving the City's comments.

The awarded vendor will prepare and give a presentation of key findings to City staff and stakeholders. The materials used in the presentation will be provided to the City for its own use and may be made available to the public. The presentation will take place at a time, place, and in a format agreed upon between the City and awarded vendor.

3. 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	June 30, 2025
Pre-Bid Conference	July 9 at 11:00 a.m.
Deadline for Bidder Questions	July 11 at 8:30 a.m.
Response to Bidder Questions	July 14
Proposal Due Date	July 28 at 2:15 p.m.
Estimated Award Date	August 25

2. Pre-Bid Conference

There will be a <u>non-mandatory</u>, 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: 210 411 358 339 4

Passcode: gx6dg9w6

Dial in by phone

+1 332-249-0606,,668141606# United States, New York City

Find a local number

Phone conference ID: 668 141 606#

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, <u>all addenda must be signed by an authorized Bidder representative</u> 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 a firm that can complete the scope of work by October 31, 2025 and deliver a final report before December 31, 2025.

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.

4. 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.

5. Proposal

A. Baseline Requirements and Vendor Summary

- i. Bidder shall complete and/or sign all bid forms, MBE/WBE forms/waivers, 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. Provide a description of how your organization will approach the scope of work in section 2 above, including a schedule that will permit the sampling to be conducted by October 31, 2025.
- ii. A description of the sorting protocol to be used that ensures consistent and representative waste characterization data for the entire study. The protocol should provide statistically significant data to a 90% confidence level. The protocol shall involve supervision by the vendor of a crew that will survey loads, select loads for sampling, pull samples, sort materials by category/type, and weigh and record the sorted materials from each sample.
- iii. A Health and Safety Plan that describes the vendor's health and safety protocols for the on-site sorting events, and procedures for the separation and management of any hazardous waste or other waste requiring special handling that may be encountered by the sorting crew.
- iv. A description of how the vendor will statistically evaluate data from the sorting events to determine the mean, 90% confidence levels, and standard deviation for individual waste categories.
- v. Provide the qualifications and experience of staff assigned to the project.

C. Experience & References

- i. Provide summaries of your organization's work on three similar projects.
- ii. Provide the contact information for each of the three examples to be used as references.

D. MBE/WBE

vi. Firms that meet the City's MBE/WBE goal of 20% will be awarded 10 points. Firms with 19 to 10 percent MWBE participation will receive 5 points. Firms with 9 percent or less will receive zero point. The City will consider firms with MBE/WBE status from another state or reputable entity.

E. Cost

i. Provide a line-item summary of costs that demonstrates how you arrived at your total bid price.

6. 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	20
D. MBE/WBE	10
E. Cost	45

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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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 SUPPLYCITY 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

Revised: 4/29/2023



BOARD OF CONTRACT AND SUPPLYCITY 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.

2025 Partnership Capture Study Sort Categories

The tables below list the commodity sortation categories to be deployed in side-by-side waste and recycling composition analyses. This schedule applies to both cart-based and back-of-truck sample sorts.

Recyclable Commodities (Note: some of these categories may not be accepted by the program)

Commodity	Definition	Other Notes
Corrugated Cardboard	Uncoated cardboard boxes with a wavy core (no plastic liners, waxy coatings). Examples include shipping and moving boxes and packaging boxes. Unless otherwise excluded, includes clean pizza boxes.	Sort corrugated pizza boxes covered 50% or more by grease or containing any food as unacceptable paper. Record weight of Wet Cardboard (has lost structural integrity) as a separate contaminant category to gauge relative presence in stream.
Mixed Paper	All other recyclable paper corresponding with MRF commodity definition, including newspaper, glossy paper, office/printing paper, mail, envelopes, magazines, colored papers, greeting cards, paper bags, boxboard, paperback books, paper egg crates, paper tubes, and phone books.	Excludes poly-coated paper such as ice cream and take-out cartons and poly-coated cups. Excludes shredded paper unless it is specified in program/MRF and unbagged. Bagged or filmwrapped paper and newspaper is a contaminant category.
Aseptic and Cartons	Aseptic Containers: polycoat fiber and foil containers (e.g. Tetra Pak) designed for shelf-stable packaging, most often containing juice drinks, coconut waters, and dairy substitutes including soy, almond, rice milk, etc. May also include soups, broths, sauces, and liquid refills. Cartons: polycoat containers with a gable shaped top, most often containing refrigerated juice drinks, dairy products, dairy substitutes. May also contain flowable foods (e.g. eggs, sugar, molasses, crackers, candies, etc.).	Excludes folding cartons like Chinese takeout.
PET Bottles, Jugs, and Jars - Clear	Clear or light tinted translucent green/blue Polyethylene terephthalate bottles, jars, and jugs. Examples include bottled water, other bottled beverages, salad dressing, food sauce, and some household cleaning products. Also includes jars or canisters, such as for peanut butter, that are blow molded or injection blow molded.	Leave caps on if attached. Count as contaminant if more than 25% full of food or liquid.
PET Bottles, Jugs, and Jars - Opaque/ Pigmented	Opaque/pigmented polyethylene terephthalate bottles, jars, and jugs. Examples include bottled beverages, salad dressing, food sauce, and some household cleaning products. Also includes jars or canisters, such as for peanut butter, that are blow molded or injection blow molded.	Leave caps on if attached. Count as contaminant if more than 25% full of food or liquid.
Non-bottle PET containers - Clamshells	Clamshell-style to-go containers made from polyethylene terephthalate (PET - #1) of any color.	Does not include clamshells made of mixed or other materials. Count as contaminant if more than 25% full of food or liquid.

Non-bottle PET	Plastic single-use drinking cups made from	Does not include cups made of
containers - Cups	polyethylene terephthalate (PET #1) of any color.	other materials.
Other non-bottle	Other clear or translucent plastic single-use rigid	Count as contaminant if more
PET rigids - Clear	containers that do not fit in other PET categories	than 25% full of food or liquid.
	above, such as tubs, non-drinking cups, fruit or	
	vegetable platters and frozen food trays, made of	
	polyethylene terephthalate (PET).	
Other non-bottle	Other opaque/pigmented plastic single-use rigid	Count as contaminant if more
PET rigids -	containers that are do not fit in other PET	than 25% full of food or liquid.
Opaque/Pigmented	categories above, such as tubs, non-drinking cups,	
	fruit or vegetable platters and frozen food trays,	
	made of polyethylene terephthalate (PET).	
Natural HDPE	Translucent or clear/natural plastic bottles coded	Leave caps on if attached.
Bottles	high-density polyethylene (HDPE #2). Examples	Count as contaminant if more
	include milk jugs, vinegar bottles, and some gallon	than 25% full of food or liquid.
	water bottles.	
Colored HDPE	Colored, opaque, or pigmented plastic bottles	Leave caps on if attached. Exclude
Bottles	coded high-density polyethylene (HDPE #2).	empty motor oil or antifreeze
	Examples include detergent and shampoo bottles.	bottles if not accepted in
		collection program or at MRF.
		Count as contaminant if more
		than 25% full of food or liquid.
Non-bottle HDPE	Wide-mouthed tubs and containers coded HDPE	Count as contaminant if more
Containers	#2. Examples include large plastic coffee	than 25% full of food or liquid.
	containers and plastic chip tubes, including lids.	
Polypropylene	Polypropylene (PP - #5) screw top bottles such as	Caps/lids left on if attached.
Bottles, Jugs, and	tea and juice beverages, syrup bottles,	Count as contaminant if more
Jars	shampoo/personal care product, prescription	than 25% full of food or liquid.
D 1	bottles and storage bottles or jars of any color.	
Polypropylene	Clamshell-style to-go containers made from	Count as contaminant if more
Clamshells	polypropylene (PP - #5).	than 25% full of food or liquid.
Polypropylene	Round or squarish tubs made from polypropylene	Count as contaminant if more
Tubs	(PP - #5), such as yogurt and sour cream tubs and	than 25% full of food or liquid.
	deli tubs. Includes smaller yogurt and fruit sauce	
Deluguemuleme	Cups.	Dans not include some made of
Polypropylene	Plastic single-use drinking cups made from	Does not include cups made of other materials.
Cups Other	polypropylene (PP #5).	
	Plastic single-use rigid containers that are do not fit in other PP categories above made of	Count as contaminant if more
Polypropylene Non-bottle Rigids	polypropylene (PP #5).	than 25% full of food or liquid.
Other Plastic (#3,	Plastic single-use drinking cups that do not fit in	
#4, #6, and #7)	other categories above. Examples include	
Cups	polystyrene (not foam) drinking cups.	
Other Small Rigid	All single resin plastic containers coded #3, #4, #6,	Does not include expanded
Packaging	or #7 that do not fit in any categories above.	polystyrene (EPS).
Containers (#3, #4,	or "" that do not lit in any categories above.	Count as contaminant if more
#6, and #7)		than 25% full of food or liquid.
Bulky Rigid Plastics	Non-container rigid plastic items such as clothes	and 25/5 fall of 100d of fiquid.
Santy Migra i lastics	hangers, plastic drums, crates, buckets, baskets,	
	toys, refuse totes, lawn furniture, flowerpots,	

	laundry baskets, and other large plastic items.	
	Does not include electronic or electric toys, or	
	bulky items consisting of mixed material.	
Aluminum Cans	Aluminum beverage cans (UBC) and bi-metal cans	
	made mostly of aluminum. Include aluminum food	
	containers or cat food containers	
Aluminum Foil and	Aluminum foil and food trays, such as disposable	
Trays	pie plates and catering trays.	
Steel Cans	Tin-plated steel cans, usually food containers,	Does not include paint cans
	including labels. Includes steel caps.	
Glass Bottles and	Any color soda, liquor, wine, juice, beer, and food	
Jars	bottles, jars, and containers, as well as broken	
	container glass pieces 2 inches or greater in size	

Contaminant and Non-recyclable Categories

Base Commodity	Definition	Notes
Bagged waste	Any bagged material with more than 20% of non-recyclables or heavily contaminated recyclables. Does not	Recycling stream only
	include clean, bagged recyclables.	D 1:
Bagged recyclables	Any bagged material with less than 20% of non-recyclables.	Recycling stream only Hold separately and then open for commodity sorting
Tanglers	Any materials that could potentially be tanglers during processing, such as hoses, extension cords, Christmas lights, clothing, wire hangers.	Recycling stream only
Plastic bags and clean film	Plastic grocery "t-shirt" and retail bags; bread and produce bags; newspaper bags; napkin, towel, tissue, diaper overwrap; bottled water case wrap; dry cleaner film bags; case and stretch wrap; plastic air pillows; clean food storage ("Ziploc") bags.	Same as PE film
Other plastic film & flexibles	All other film packaging, including multi-layer and opaque food packaging and stand-up pouches such as chip bags, candy bar wrappers, prewashed salad bags, frozen food bags, and all other film items. Includes plastic ("saran") wrap and dirty zip-loc bags.	See film subcategories
Plastic garbage bags	Plastic garbage bags. Includes single use shopping bags reused as garbage bags.	Empty the bags and record only their empty weight
Unacceptable paper	Includes waxed/coated corrugated containers, paper towels, paper plates, waxed paper, tissues, shredded paper, and other paper products with a plastic coating. The items may be food soiled. Also includes items that are predominantly paper with other materials attached (e.g. orange juice cans and spiral notebooks) and other hard to recycle paper items such as carbon copy paper, hardcover books, and photographs.	
Unacceptable metals	All nonferrous metal products such as wire hangers and scrap such as window frames and cookware, other ferrous scrap, including stainless steel, empty and punctured tanks	

	for liquid and gaseous fuels, oil filters, cart parts, and all	
	other items containing a mixture of metals, or metals and	
	other materials, whose weight is derived significantly from	
	the metal portion of its construction.	
Unacceptable rigid	All other rigid plastics not categorized elsewhere.	
plastics	Examples include loose caps/lids (<2" diameter) and	
	predominately plastic with other materials attached such	
	as disposable razors, pens, lighters, toothbrushes, and 3-	
	ring binders.	
Unacceptable glass,	Window glass, light bulbs (except fluorescent tubes),	
ceramics, and porcelain	mirrors, and glassware. Also includes finished ceramic or	
coramics, and personant	porcelain products such as dishware, toilets, etc. Broken	
	glass pieces less than 2 inches.	
Food waste	All loose or containerized food waste.	
Yard waste	Shrub and brush prunings, household bedding plants,	
Taiu waste	weeds, leaves, grass clippings, and other landscaping and	
	gardening wastes. Includes planting media (soil, compost,	
Textiles and shoes	peat moss, etc.)	
Textiles and shoes	Clothing, rags, and accessories made of natural and	
	synthetic textiles such as cotton, wool, silk, woven nylon,	
	rayon, polyester, leather, and other materials. Examples	
	include pants, shirts, fabric purses, bed sheets, towels, and	
	shoes.	
Hazardous/Special	Paints and solvents, glues and adhesives, caulking	
waste	compounds and grouts, hazardous cleaners and household	
	chemicals, pesticides/herbicides, batteries, oil/gas/fuel	
	tanks, any substances or products containing potentially	
	hazardous chemicals. Also includes non-hazardous soaps,	
	cleaners, medicines, cosmetics, fire extinguishers, and	
	other household chemicals.	
Batteries	All small household batteries including single-use alkaline,	
	lithium, button cell, or coin cell batteries and rechargeable	
	Ni-MH, Ni-Cd, and lithium-ion batteries.	
Sharps	All syringes or other kinds of injection devices	
E-waste and small	Electronics and household appliances primarily composed	
appliances	of mixed materials (plastic, metal and glass), such as	
	coffee makers, microwaves, fans, irons, hair dryers,	
	electrical kitchen ware, and salvageable items such as	
	machinery.	
C&D waste	Dimensional lumber, pallets/crates, treated/contaminated	
	wood, gypsum, insulation, rock/concrete/bricks, asphalt	
	shingles/roofing, other construction debris, and mixed fine	
	building material scraps.	
Bulky contaminants	Includes items like furniture, tires, or other large materials	
Banky Containinants	that do not fit in other categories above	
Other contaminants	Materials not included in the other categories, such as	
Other Contamillants		
	waxy paper, contaminated paper (>50% by surface area),	
	fast food lids and straws, interlocked/multi-material	
	products that cannot be separated, non-container glass,	
	loose plastic caps and lids, or plastic cutlery and plates.	