



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

REQUEST FOR PROPOSALS

Item Description: COMMUNITY-BASED RECYCLING OUTREACH AND EDUCATION CAMPAIGN

Procurement/MinuteTraq #: 47565

Date to be opened: 12/16/2024

Issuing Department: Sustainability Department

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-10) 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 11-12) 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 13) to the issuing department’s subject matter expert:
 - Name: Kevin Proft
 - Title: Deputy Director of Sustainability
 - Email Address: kproft@providenceri.gov

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference. The virtual pre-bid conference will be on November 26, 2024 at 11 a.m.

Deadline for questions submissions:

Questions about this RFP may be submitted through December 3, 2024. A response to questions will be provided in the form of an addendum by December 9, 2024.



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 12/16/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 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.



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

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 11-12) 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. Firms that will not meet the City's goal of 20% M/WBE must obtain a waiver from the City's MBE/WBE Outreach Director. The approved waiver must be submitted with the bid.

- 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.***



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

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.)



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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.



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

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



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

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



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

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



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

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):



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

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



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

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.**



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

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 or mbe-wbe@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



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

BID PACKAGE SPECIFICATIONS

1.0 Overview

1. Purpose

This RFP seeks a vendor to design and implement an equitable, community-based education and outreach campaign aimed at Providence residents to decrease waste, reduce contaminated recycling, and increase the city's recycling rate. The campaign will focus on interpersonal approaches, not a mail- or media-based campaign. The campaign will target neighborhoods with the lowest recycling rates based on data provided by the City. The campaign will involve and compensate frontline community members to conduct outreach.

2. Background Information

Providence's recycling rate is the lowest in the state. In 2023, only 2.9% of municipal solid waste was successfully recycled and accepted by Rhode Island Resource Recovery Corporation's (RIRRC) Materials Recovery Facility (MRF) in Johnston. The average recycling rate for Rhode Island's other 10 municipalities with greater than 10,000 households participating in a curbside program is 19.8%. The city's poor recycling rate is both an environmental and financial concern for the City. The City estimates that it sends more than 14 tons of contaminated recyclables to the landfill each year and pays greater than \$900,000 in unnecessary landfill tipping fees and fines for rejected recycling loads annually.

Despite this low recycling rate, the Sustainability Department is focused on reducing waste and improving recycling in the city. In 2019, the Department, in collaboration with the Racial Environmental Justice Committee, completed the Climate Justice Plan, which gained national attention for its efforts to partner with underserved communities and center racial justice. The plan includes a chapter on building a regenerative economy with a goal of building a sustainable, zero-waste economy in Providence while supporting local businesses and creating meaningful work for frontline community members. The City is pursuing a variety of programs to move Providence towards these goals. For example, the City is:

- implementing a USDA Compost and Food Waste Reduction grant, which aims to increase food scrap diversion in the city. The City is collaborating with community compost partners to expand waste diversion in Providence Public Schools, mentor neighbors in backyard composting, expand the city's network of compost drop off sites, and fund public education campaigns around composting and waste reduction.
- identifying funding to replace all residential trash and recycling carts, in part, to improve recycling outcomes. The City's existing carts are deteriorating and mismatched, and the City has found that its smaller trash carts result in overflow trash being dumped in its larger recycling carts, thus contaminating the recycling stream. The new carts will be standardized and provide more space for trash to avoid this overflow issue. The City will implement a mail-based education campaign to accompany the arrival of new carts.
- The City is considering implementing software that will enable granular data collection on its residential solid waste program. The software will help the City conduct hyper-targeted education and enforcement relating to contamination in the recycling stream.

The City of Providence's Department of Sustainability received an U.S. EPA Solid Waste Infrastructure for Recycling (SWIFR) grant and a RIRRC grant to implement a community-based education and outreach campaign focused on reducing residential waste and improving recycling outcomes – the focus of this RFP. The multi-lingual campaign will focus on interpersonal outreach methods, target neighborhoods with low recycling rates, and involve and compensate frontline community members as educators.



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

3. Equity

Many of Providence’s census tracts are identified as “disadvantaged” by the Federal Government’s Climate and Economic Justice Screening Tool and correspond with the frontline communities the Department focuses much of its work on. These diverse communities are on the frontline of the climate crisis and are disproportionately impacted by health and economic disparities. The awarded vendor will equitably distribute resources in the following manner:

- Public education campaign materials will be available in multiple languages and the majority of engagement will occur in disadvantaged neighborhoods.
- Multilingual residents from disadvantaged neighborhoods will be identified, trained, and paid to conduct outreach in disadvantaged neighborhoods.

2.0 Scope of Work

This RFP seeks a vendor to design and implement an equitable, community-based education and outreach campaign aimed at Providence residents to decrease waste, reduce contaminated recycling, and increase the city’s recycling rate. The City is seeking a campaign focused on interpersonal approaches, not a mail- or media-based campaign. The campaign will target neighborhoods with the lowest recycling rates based on data provided by the City. The campaign will involve and compensate frontline community members to conduct outreach.

The awarded vendor will:

1. Work and coordinate with the City to develop an approximately 20-month, community-based education and outreach campaign focused on reducing residential waste and improving recycling outcomes. The campaign should be timed to begin when the City introduces new residential trash and recycling carts in spring 2025.
2. Use community-based, interpersonal outreach strategies such as door knocking, tabling, holding community events, and participating in existing meetings (e.g. neighborhood associations, City Council ward meetings, etc).
3. Explain the environmental and financial benefits of reducing waste and improving recycling outcomes. Share strategies for reducing waste and provide accurate information about what can and cannot be recycled, highlighting examples of items that are frequently miscategorized . Become familiar with local solid waste challenges, mainly through meetings with Providence DPW and RIRRC staff, to ensure outreach and education is catered to the local context.
4. Order and distribute multilingual printed recycling education materials while conducting outreach. Coordinate selection of materials with the City to ensure continuity with other efforts.
5. Monitor recycling data from State and City sources to inform where outreach is targeted throughout the project period.
6. Train and hire multilingual community members from frontline communities and/or recruit and compensate multilingual volunteers from frontline communities to conduct outreach. Outreach should be available to residents in the language they are most comfortable speaking.
7. Ensure at least half of outreach is conducted in disadvantaged neighborhoods per the White House’s Climate and Economic Justice Screening Tool.
8. Collaborate with the City and its other vendors to inform concurrent recycling education and outreach efforts including a planned mail-based campaign.
9. Meet regularly with City staff to provide updates and ensure the campaign remains coordinated with other City efforts relating to waste diversion.
10. Provide regular reports to enable the City to meet grant reporting requirements.



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

3.0 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	November 18, 2024
Pre-Bid Conference*	November 26, 2024 – 11:00 a.m.
Deadline for Bidder Questions	December 3, 2024
Response to Bidder Questions	December 9, 2024
Proposal Due Date	December 16, 2024 – 2:15 p.m.
Estimated Award Date	January 13, 2025

*[Join by computer or smart device](#) | Meeting ID: 230 494 227 144 | Passcode: jE8vBm

Dial in by phone | [+1 332-249-0606](tel:+13322490606), [939005702#](tel:+1939005702) NYC | Conference ID: 939 005 702#

2. Pre-Bid Conference

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

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 11-12 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 12 for more information.



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

6. 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.

7. Funding Available

The City has secured \$222,660 in grant funding for this project from U.S. EPA and Rhode Island Resource Recovery Corporation. Proposed services should be scaled accordingly to meet this available budget.

8. Eligible Expenses

- Vendor's labor and Cost of approved sub-awardees' labor.
- Stipends to community members conducting outreach.
- Outreach materials and supplies (graphic design, translation, printing, etc.)

9. Ineligible expenses

- Expenses incurred prior to the execution of an agreement for service
- Costs associated with the development of a proposal in response to this RFP

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.



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

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. Contract Term

The City seeks to enter into a contract from the date of execution of an agreement for services through 1/31/2027.

8. Regulations

The awarded bidder shall conduct all work funded under this agreement in compliance with all local, state, and federal laws, regulations, and policies, including those related to the US EPA Solid Waste Infrastructure for Recycling program and Rhode Island Resource Recovery Corporation's municipal grant program.

9. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the City annually, or at such other intervals as requested, any information, documents or certifications requested by the City which the City deems reasonably necessary to substantiate the Subrecipient's continuing compliance with the provisions of all applicable SWIFR program and RIRRC program rules, guidelines, criteria, regulations, or the Act. Reports must be submitted in such format as prescribed by the City. The City shall retain the right to change reporting requirements from time to time as it deems necessary.

Evaluation Criteria

1. **Bid Forms:** Bidder shall complete and/or sign all bid forms, MBE/WBE forms, and RFP addenda, and meet all other baseline requirements stipulated by the RFP. Bidders that do not complete all baseline requirements shall be disqualified.
2. **Experience:** Bidders should demonstrate their knowledge of waste reduction and recycling and their benefits. Bidders should demonstrate their knowledge of the local context of waste reduction and recycling in Rhode Island. If subcontractors are used, their expertise and experience should also be included.
3. **Project Approach and Schedule:** Bidder shall describe a professional, impactful, and realistic approach to the project described in this RFP, including all aspects of the scope of work. The project approach should explain how the project will progress over a 20-month project period.
4. **Case Studies and References:** Bidders should demonstrate their experience by submitting two examples of successful public education campaigns undertaken by the bidder that align with the approach described in the scope of work requested under this RFP. Where applicable, the bidder should submit contact information for the entity that hired the bidder to complete the public education campaign. Otherwise, alternative references should be provided.
5. **M/WBE Participation:** Bidders that are M/WBE certified by the State of Rhode Island or which meet the City of Providence's goal of 20% M/WBE participation will receive 10 points.
6. **Budget:** Bidder shall provide a line-item budget that permits the City to understand how funding will be spent to implement the project. The City has secured \$222,660 dollars in grants to be spent on an education and outreach campaign aligned with the scope presented in this RFP. Proposed services should be scaled accordingly to meet this available budget. The City will score the budget category by determining, in its judgment, whether the proposed approach and outcomes are commensurate with the budget.



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

Scoring

Item	Potential Points
1. Bid forms and RFP requirements	True/False
2. Experience	10
3. Project Approach and Schedule	50
4. Case Studies and References	10
5. MBE/WBE	10
6. Budget	20

Bidders must receive a score of 60 or greater in categories 1-5 to be considered for an award.



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

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.