

REQUEST FOR PROPOSALS

Item Description: PRINT- AND MAIL-BASED RECYCLING EDUCATION CAMPAIGN (2-YEAR CONTRACT)

Procurement/MinuteTraq #: 48825

Date to be opened: 4/21/25

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.

o 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
 - o 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:

o Name: Kevin Proft

- o Title: Deputy Director of Sustainability
- o 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 April 2, 2025 at 10:30 a.m.

Deadline for questions submissions:

Questions about this RFP may be submitted through April 4, 2025. A response to questions will be provided in the form of an addendum by April 10, 2025.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 4/21/2025

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 <u>NOT</u> 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 SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE CHECKLIST

program/

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

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 <u>incomplete</u>. 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, <u>if requested</u> (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 SUPPLYCITY 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 (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 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 SUPPLYCITY 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. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany</u> 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 <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.



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BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual):	
Contact Name:	
Business Address:	
Business Phone #:	
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode	
<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



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

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	n the basis of race, color, national origin, gender, sexual and hiring practices.		
2.				
I af	ffirm by signing below that I am duly author	rized on behalf of Bidder, on		
this	sday of	20		
		Signature of Representation		
		Printed Name		

Printed Name



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon	n behalf of	(Firm or Individual Bidding),
being	g its	(Title or "Self"), hereby certify an
unders	rstanding that:	
1.		roposals (RFP's) and Requests for Qualification etails outlined on those documents become public and opening at the corresponding Board of Contract
2.	. The Purchasing Department and the issuing department to request that sensitive/personal informat department and only at request if verification of vendor's bid.	
3.	. The requested supplemental information may be such details may result in disqualification, or an	<u> </u>
4.	. If sensitive information that has not been reques	ted is enclosed or if a bidder opts to enclose the suing department's request in the bidding packet nee has no obligation to redact those details and
5.	. The City of Providence observes a public and tra the bidding packet may not be submitted directly	ansparent bidding process. Information required in y to the issuing department at the discretion of the h as pricing terms, from becoming public. Bidders
I affir	rm by signing below that I am duly authorized on b	oehalf of Bidder, on
this	day of	20
		Signature of Representation



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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 <u>R.I.G.L.</u> § 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 nu	ımber:		
The num	ber of persons or entities in your entity that are rec	quired to report under Sec. 2128.1 (e):	<u> </u>
Read the	e following paragraph and answer one of the op	tions:	
are not in	ne 12 month period preceding the date of this bid son writing within the 12 month period preceding the made campaign contributions within a calendar y	date of notification that the contract ha	as reached the \$100,000 threshold,
•	nbers of the Providence City Council? Yes If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	□ No Contribution Amount(s):	
•	didates for election or reelection to the Providence If Yes, please complete the following: Recipient(s) of the Contribution:	City Council? ☐ Yes ☐ No	
	Contribution Date(s):	Contribution Amount(s):	



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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 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	of Mayor of Providence? ☐ Yes Contribution Amount(s):	□ No
	Signed under the pains and penalties of perju	ıry.	
	1 03111011		



BOARD OF CONTRACT AND SUPPLYCITY 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). 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). 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:							
	11			WDE			
Type of RI Certification Address:	on:	□MBE	<u> </u>	WBE		□Neither	
Point of Contact:							
Telephone: Email:							
	ATT 1 D						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the Total Contract Value (tractor or Materials plier Per the Scope he RFP		Subcon	ıtract		Participation	
	. ,		Value ((\$):		Rate (%):	
Anticipated Date of Po							
I certify under penalty	of perjury that the fe	orgoing sta	tements are tru	ue and c	correct.		
Prime Contractor/Vo	endor Signature				Title		Date
Subcontractor/Suppl	ier Signature				Title		Date

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



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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	Contact Email and Phone		
Company Name, Address:		Trade			
Project /Item Description (as seen	on RFP):				
To receive a waiver you must list	the certified MRF and/	or WRF companies you contacted t	he name of the primary individual with		
		pany could not participate on this pr			
MBE/WBE Company Name	Individual's Nam		Why did you choose not to work with this company?		
waiver of % MBE/WBE	(20% minus the value of	f Box F on the Subcontractor Disclo	of the total bid value. I am requesting a osure Form). If an opportunity is effort will be made to select MBE/WB		
Signature of Prime Contractor / or Duly Authorized Representativ		ted Name	Date Signed		
Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representativ	MB	ted Name of City of Providence E/WBE Outreach Director	Date Signed		



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence (City) is undertaking a multipronged approach to reducing contamination of the recycling stream from its residential curbside collection program. The City plans to:

- 1. Replace the trash and recycling carts for the City's residential curbside collection program to standardize cart sizes and color and provide additional trash capacity to avoid overflow trash from being thrown away in recycling carts.
- 2. Increase Department of Public Works education and enforcement efforts relating to recycling contamination.
- 3. Work with a vendor to provide in-person education and outreach about recycling, with a focus on neighborhoods with contaminated recycling.
- 4. Execute an ongoing print- and mail-based education campaign to support delivery of new carts and messaging about recycling.

This RFP is to identify a vendor to execute the print- and mail-based education campaign.

Scope of Work

The City seeks a vendor capable of mass printing and mailing services. The City will provide the vendor with predesigned materials to be printed and, when mailing is required, a mailing list in the form of a spreadsheet. For paper-based requests, materials should be printed on recycled content paper with a minimum of 30% post-consumer content; vendors that do not meet this specification will receive fewer points when their bid is reviewed.

The City is seeking firm bids where media and quantities are known and unit-cost bids where media and quantities are still to be determined.

Vendors should provide a firm bid for the following items:

- 1. Print and mail 62,500 "Carts are Coming" postcards by August 15, 2025. Postcards shall be:
 - a. 8.5"x5.5"
 - b. Standard Postcard Coverstock (at least 80 lbs)
 - c. Double-sided
 - d. Full color (CYMK)
 - e. Satin finish
- 2. Print and stuff 62,500 cart packets. Cart packets will include (1) an English-language welcome letter (front) and FAQ (back), (2) a Spanish-language welcome letter (front) and FAQ (back), and (3) a recycling info card. These items shall be stuffed into plastic bags to be hung from recycling carts during the delivery of new carts. New carts will begin being delivered by the City's cart vendor on September 15, 2024. Cart packets will need to be delivered to the City before this date to accommodate the cart vendor's delivery schedule. The awarded vendor shall coordinate the type of bag needed with the City's cart vendor, but for the purpose of this bid, bidders should assume collateral shall be placed into U-Line model number S-14481 bags.
 - a. Each letter/FAO shall be:
 - i. 8.5" x 11"
 - ii. Standard 20 lbs paper
 - iii. Double-sided



- iv. Full color (CYMK)
- v. Satin finish
- b. The info card shall be:
 - i. 8.5"x5.5"
 - ii. Standard Postcard Coverstock (at least 80 lbs)
 - iii. Double-sided
 - iv. Full Color (CMYK)
 - v. Satin finish

Vendors shall provide unit-cost bids and order turnaround times for the following items. For each item the unit cost and turnaround time should be provided for the following quantities – (1) 1-500, (2) 501-1,000, (3) 1,001-5,000, (4) 5,001-10,000, (5) 10,000+. Throughout the term of the contract, the City will request printing/mailing services of different media types at different quantities and mailed to different lists based on the needs of the ongoing education campaign.

- 1. Postcard print only
 - a. 8.5"x5.5"
 - b. Standard Postcard Coverstock (at least 80 lbs)
 - c. Double-sided
 - d. Full color (CYMK)
 - e. Satin finish
- 2. Postcard print & mail
 - a. 8.5"x5.5"
 - b. Standard Postcard Coverstock (at least 80 lbs)
 - c. Double-sided
 - d. Full color (CYMK)
 - e. Satin finish
- 3. B&W Letter print only
 - a. 8.5" x 11"
 - b. 20 lbs.
 - c. Double-sided
 - d. Black & white
 - e. Matte finish
- 4. B&W Letter print & mail
 - a. 8.5" x 11"
 - b. 20 lbs.
 - c. Double-sided
 - d. Black & white
 - e. Matte finish
- 5. Color Letter print only
 - a. 8.5" x 11"
 - b. Standard 20 lbs paper
 - c. Double-sided
 - d. Full color (CYMK)



- e. Satin finish
- 6. Color Letter print & mail
 - a. 8.5" x 11"
 - b. Standard 20 lbs paper
 - c. Double-sided
 - d. Full color (CYMK)
 - e. Satin finish
- 7. Magnet print only
 - a. 8.5"x5.5"
 - b. Full color (CYMK)
- 8. Door Hanger print only
 - a. 11"x4.25"
 - b. At least 65 lbs. coverweight
 - c. Double-sided
 - d. Full color (CYMK)
 - e. Satin finish

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	Mar. 24, 2025
Pre-Bid Conference	Apr. 2 at 10:30 a.m.
Deadline for Bidder Questions	Apr. 4
Response to Bidder Questions	Apr. 10
Proposal Due Date	Apr. 21 at 2:15 p.m.
Estimated Award Date	May 19

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 ¹ Meeting ID: 210 485 102 39 Passcode: oa32v9FL

Dial in by phone

<u>+1 332-249-0606, 145968356#</u> United States, New York City

¹ https://teams.microsoft.com/l/meetup-

join/19%3ameeting_OWNmYmU0MzEtZjUzMS00OWY1LTg4NjgtZWZiODJmNDdiNjA3%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%22b7d5ffae-555a-48eb-8e29-2e0b32948084%22%7d



Find a local number

Phone conference ID: 145 968 356#

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 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.

6. Contract Term

The City is seeking to enter into a 2-year contract from July 1, 2025 – January 31, 2027.

7. Available Budget

The City has secured \$337,000 in grant funding to execute this education campaign during the contract term. It is the City's intention to request services up to the available budget amount by the end of the contract term.

8. 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.

Terms

1. <u>Proposal Ownership</u>

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



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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.

Evaluation Criteria

- 1. **Bid Forms:** Bidder shall complete and/or sign all bid forms, MBE/WBE forms, and RFP addenda. Bidders that fail to complete these requirements will be disqualified.
- 2. **Approach and Capacity:** Bidder shall demonstrate that they have the capacity to successfully achieve the scope of work at the scale required. Bidder shall describe the lead-times needed to produce and mail or produce and deliver materials as requested in the scope.
- 3. **Experience and References:** Bidder shall submit information about three contracts it has secured for other large-volume print/mail campaigns. Bidder shall provide contact information for each projects program manager for reference purposes.
- 4. **Firm Bid:** Bidder shall provide a line-item budget for the firm bid that permits the City to understand how the bidder arrived at its firm bid price.
- 5. **Unit-Cost Bid:** Bidder shall provide a cost schedule with turnaround times for the unit-cost items as requested in the scope.
- 6. **MBE/WBE:** Bidders shall be awarded 10 points if they are an MBE/WBE or are otherwise meeting the City's MBE/WBE goal. Partial credit may be awarded if the vendor is a certified MBE/WBE in another state or jurisdiction, but not in Rhode Island.
- 7. **Recycled Paper:** Bidders shall receive 5 points if they meet the specification to use paper that is at least 30% post-consumer recycled content.



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Scoring

Item	Potential Points
1. Bid forms and RFP requirements	True/False
2. Approach and Capacity	20
3. Experience and References	20
4. Firm Bid	25
5. Unit Cost Bid	25
6. MBE/WBE	10
7. Recycled Paper	5

Bidders with less than 75 points will not be considered for award.



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SUPPLEMENTAL INFORMATION

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

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

This information is <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.



CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the

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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.