

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: Trash and Recycling Services FY22 – One Year Contract with Two Option Years

DATE AND TIME TO BE OPENED: Wednesday, April 7, 2021 at 1:00PM

PRE-BID CONFERENCE (IF APPLICABLE): None

SUBJECT MATTER EXPERT (NAME): Jaime Audette

SUBJECT MATTER EXPERT (EMAIL): Jaime.Audette@ppsd.org

QUESTION DEADLINE: Friday, March 19, 2021 at 4:30PM

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the Item Description shown above on the outside of the envelope. The proposal envelope and any information relative to the proposal must be addressed to:

**Purchasing Department, Suite 206
ATTN: Molly Hannon
797 Westminster Street
Providence, RI 02903**

2. Bidders must include **at least** one original, one copy, and a digital PDF copy on a CD or flash drive.
3. Proposal responses must be in ink or typewritten.
4. Bidders are advised that all materials submitted to Providence Public Schools for consideration in response to this Request for Proposals shall be considered to be public records as defined in [R.I. General Law Section 38-2 et seq.](#), without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
5. Bid proposals that are not present in the Providence Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.
6. Questions regarding this request for proposals must be submitted to the Subject Matter Expert via email by the question deadline listed above. Questions will be answered via addendum to be posted publicly on the Providence Schools website. Bidders are responsible for checking the website for all addenda distributed in response to questions and requests for additional information.

Notice to Vendors General Terms

1. Providence Public Schools reserves the right to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. In determining the lowest responsive evaluated bid proposal, cash discounts based on preferable payment terms will not be considered.
3. No proposal will be accepted if it is made in collusion with any other bidder.
4. Providence Public Schools reserves the right to award to a single vendor, to split the award between multiple vendors and to reject any and all proposals. Unless otherwise specified, Providence Public Schools reserves the right to make the award by item or items or by total as may be in its best interest.
5. As Providence Public Schools is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
6. In case of error in the extension of prices quoted, the unit price will govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
7. Awards shall be subject to the General Terms set forth herein. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained. Bids may be submitted on an “equal in quality” basis. Providence Public Schools reserves the right to decide equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.
8. A bidder who is an out of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Law [Section 7-1.2-1401](#) et seq. as amended)
9. Delivery dates must be shown in the bid. If no delivery dates are specified, it will be assumed that an immediate delivery from stock will be made.
10. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
11. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law [Section 37-13-1](#) et seq. as amended).

12. All proposals will be disclosed at the opening date and time listed above. After a reasonable lapse of time, tabulation of proposals may be viewed on the Providence Public School's website (<https://www.providenceschools.org/Page/4634>).
13. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
14. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.
15. Prior to commencing performance under the contract, the successful bidder (the "Contractor") shall attest to compliance with provisions of R.I. General Law [Section 28-29-1](#), et seq. If exempt from compliance, the Contractor shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
16. Prior to commencing performance under the contract, Contractor shall, submit a certificate of insurance, in a form and in an amount satisfactory to Providence Public Schools.
17. The Contractor will not be permitted to: assign or underlet the contract; or assign either legally or equitably any monies or any claim thereto without the previous written consent of the Director of Purchasing.
18. The Contractor shall not be paid in advance.
19. The contract shall be in effect from the date of award through **June 30, 2022** or for such other duration as may be agreed to in writing and signed by the parties, unless terminated by either party at any time, with or without cause. Notwithstanding the foregoing, in no case shall the duration of the contract exceed the period of one year.
20. In the event of termination by District or the Contractor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
21. 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, and Acts of God.
22. The Contractor must conduct a criminal background check, at the Contractor's expense, of all employees employed under the contract who interact with students, except District employees.

The Contractor shall provide a copy of the background check report(s) to the District, upon request.

23. The Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
24. The Contractor understands products produced as a result of the contract are the sole property of the District and may not be used by the Contractor without the express written permission of the District.
25. The Contractor agrees to hold District and the City of Providence harmless from any and all damages incurred by District or the City by reason of the Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
26. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.
27. The Contractor expressly submits itself to and agrees that all actions arising out of or related to the contract or the relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island.

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: Trash and Recycling Services FY22 – One Year Contract with Two Option Years

DATE AND TIME TO BE OPENED: Wednesday, April 7, 2021 at 1:00PM

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Signature of Representation

Title

BID PACKAGE SPECIFICATIONS

Daily Pick-up Rate

Year 1 Cost

Option Yr. 1
Cost

Option Yr. 2
Cost

2 Cu. Yd. Container \$_____ per pickup
X approximate pickups per year

4 Cu. Yd. Container \$_____ per pickup
X approximate pickups per year

6 Cu. Yd. Container \$_____ per pickup
X approximate pickups per year

8 Cu. Yd. Container \$_____ per pickup
X approximate pickups per year

10 Cu. Yd. Container \$_____ per pickup
X approximate pickups per year

Large container for general trash – 30. Cu. Yd.

\$_____ per pickup

\$_____ weekly rental after first week

TOTAL PICK-UP CHARGE

Request for Proposals

Trash and Recycling Services

One-Year Contract (FY22) with Two One-Year Options

Scope of Services

Contractor shall furnish all labor, equipment and protection of the public necessary for the daily waste and recycling disposal from the forty-six (46) associated buildings with the Providence Public School Department (PPSD). Recycling collection will consist of mixed paper, newspaper, bottles, cans, cardboard and mixed.

Contractor shall furnish and place the appropriately sized containers, listed in the Waste Collection Schedule (as shown in Exhibit A), for each facility in the area designated by the School Department representative. PPSD reserves the right to change the number and/ or size of the containers based on facility needs. Separate and dedicated cardboard containers will be provided upon request under the scope of this contract.

Dedicated runs are necessary for PPSD. Collections must be completed prior to 9 am to not interfere with student arrival at the facilities. If, at any time, a collection is missed on the scheduled day of pick-up, the vendor will notify PPSD as soon as possible to reschedule that pick-up. If notice is not provided to PPSD the vendor will be summoned, and expected to coordinate pick-up same day, based on the facility schedule. If weather prohibits collection, the day following the weather event will be designated for collection.

Collection dates will be to accommodate the one hundred and eighty (180) day school calendar year & summer schedules.

There will be limited pick-ups during the summer recess, with the exception of the PPSD Administration Building, Bucklin Street Kitchen, and select school locations that may hold summer programs. Services for facilities with summer programming will be coordinated with the vendor prior to the end of the regular school period.

Weight totals and amount of containers serviced each week should be monitored and reported to the designated PPSD representatives. The vendor is to monitor which schools are not recycling and any unexpected changes in the waste stream. These observations are to be reported to the proper PPSD personnel daily, along with End of Week report for all locations throughout the District.

The Vendor that receives this award will also be expected to make recommendations to PPSD on changes to schedule and containers that will benefit PPSD and their facilities as well as ways to improve the waste stream process and recycling efforts.

Equipment

The contractor shall furnish various size containers, as listed in the Waste Collection Schedule, for the forty-six (46) school facilities. Containers shall remain on the school premises throughout the period of the contract.

Waste collection containers shall be front loading type, constructed of heavy gauge metal, new, provided with covers and hasps. Covers are to be equipped for locking, padlocks with a common key shall be provided by the Vendor.

Distribution of all containers, waste collection and recycling, shall be coordinated by the Vendor based on the attached Waste Collection Schedule.

Vendor shall obtain approval of the containers from the PPSD representative. Locations for pickups will be coordinated with the facility administrator, by the vendor.

All containers must be replaced, at the cost of the Vendor, in the event of damage, vandalism, arson, graffiti, or larceny.

Vendor shall clean, maintain, repair and/ or replace any containers, as necessary, to ensure proper sanitary conditions, security and appearance are continually kept throughout the duration of this contract.

Experience

The Vendor must currently service or have recently serviced a school department or business of equal or greater size to Providence Public School District. All bids must include a minimum of three (3) references from current or previous clients with a similar scope of services. Vendors must have a minimum of five (5) years' experience.

Damages

The Vendor shall possess a sufficient number of container handling trucks to ensure adherence to the Waste Collection Schedule. This includes backup container handling trucks immediately available in case of breakdown.

Any container damaged or vandalized while on school property shall be the responsibility of the Vendor. Any damages caused to PPSD property, i.e. damage to fences, curbing, and the building structure, shall be the responsibility of the Vendor. Repairs will be coordinated with appropriate PPSD personnel to ensure adherence to proper Procurement policies.

Temporary Containers

Billing for temporary containers, such as a thirty (30) yard dumpster, is to be charged per haul with added costs for overages in excess of four (4) tons.

Disposal

The availability of a waste disposal area is the responsibility of the Vendor and shall be guaranteed for the duration of the contract in a state approved facility managed by Rhode Island Resource Recovery Corporation (RIRRC). PPSD will pay the tipping fee directly to RIRRC at the municipal rate. Any other cost pertaining to the disposal will be the responsibility of the Vendor. Vendor must show evidence of an alternate disposal site in the event the RIRRC rejects a load for any reason.

Insurance

Before any work under the contract is performed, Vendor must show evidence to PPSD that the company carries Workers' Compensation, Public Liability, and Personal Property Insurance in minimum amounts as shown in Exhibit B, to cover and save harmless the City of Providence, Providence Public School District, its employees and agents, from all suits, claims or actions of every class and nature for or on account of any injuries or loss of life to any person(s), or property damage caused or claimed to be caused, directly or indirectly by the conduct of the work contemplated under this specification, by or in consequence of any negligence in guarding the same, or by any acts or omissions of the Vendor, his agents, employees or any acts of strangers, any conditions due to the elements, any defects or insufficiencies in and method, material, machinery, equipment, or apparatus used in connection with the services provided under this scope.

Penalties

In the event of missed collections that require PPSD to make other arrangements for the collection, the Vendor shall be penalized at the amount charged by the company replacing the Vendor.

PROVIDENCE CITY CHARTER ORDINANCES/ PROVIDENCE CODE CHAPTER 16, ARTICLE III, SECTIONS 16-93

Service must be conducted in accordance with the Providence City Charter Ordinances.

Supervision

All waste and recycling collection shall be conducted by the Vendor under the supervision of the PPSD Maintenance Coordinator or his designee, in accordance with the ordinances and regulations of the City of Providence.

Additional Pick-Ups

It is understood that any additional pick-ups required for the ten (10) month school schedule shall be made at the regular daily rate.

Payment

Itemized invoices shall be prepared on a monthly basis, listing the daily rate for facility times the number of pick-up days. PPSD shall issue payment within forty-five (45) days of receipt of the properly submitted invoice.

Any change in the number of containers at a school facility will increase or decrease the for that facility at the same rate established for that facility, regardless of the size of the container, for the remainder of the contract term. When containers are removed and/ or added, this must be highlighted in the next monthly invoice received by PPSD.

PPSD may at any time request a change in the Services provided under the awarded Purchase Order. The Vendor shall not be entitled to compensation for services beyond the Scope of Work contained herein absent prior written authorization for the performance of such additional services. The Vendor's failure to obtain written authorization prior to the performance of additional services shall constitute a waiver of the right to compensation for such services.

Mechanic's Lien

Should the Vendor, or any of its subcontractors or subsidiaries of whatever tier, cause a mechanic's lien to be filed against the property on which the services are performed, the Vendor shall, at its own expense, take immediate steps to cause the lien to be discharged. To the fullest extent permitted by law, the Vendor shall indemnify and save the City of Providence and PPSD harmless from and against any and all costs, liabilities, suits, penalties, claims and demands (including reasonable attorney's fees) related to such liens or the claims associated with the same.

Performance Bond

A bond will be required equal to 100% of the contract amount. This bond must be kept in effect for the full term of the contract.

Bid Bond

A bid bond in the amount of ten thousand (\$10,000.00) dollars will be required with this bid.

Questions and Bid Submission

Questions regarding this solicitation should be sent to Jaime Audette at Jaime.Audette@ppsd.org no later than Friday, March 19, 2021 at 4:30PM. Questions will be answered via addendum.

Bids must be submitted in accordance with the instructions on page 1 of this document. No late bids will be considered. No electronic bids will be considered.

Acceptance or Rejection of Bids

PPSD reserves the right to reject any or all bids or any part thereof, or to select a bidder whose bid was not the lowest as they deem to be in the best interest of the Providence Public School district. Any bid, which is not according to prescribed form, not properly signed, or otherwise contrary to instructions, may be rejected by PPSD.

EXHIBIT A – Waste Collection Schedule

Providence Schools/ Associated Buildings Names and Locations

<u>Elementary Schools</u>	<u># of Dumpsters</u>	<u>Size</u>	<u># of Recycling Tote</u>	<u>Size</u>	<u>Frequency</u>
Robert Bailey 65 Gordon Ave. (02905)	1	8 Yd			5 Days
Carnevale 50 Springfield Street (02909)	1	8 Yd			5 Days
William D’Abate 60 Kossuth Street (02909)	1	8 Yd			5 Days
Feinstein @ Broad St. 1450 Broad Street (02905)	1	8 Yd			5 Days
Feinstein @ Sackett St. 159 Sackett Street (02907)	1	6 Yd			5 Days
Mary E. Fogarty 199 Oxford Street (02905)	1	10 Yd	1	2 Yd	5 Days
Charles N. Fortes 234 Daboll Street (02907)	1	10 Yd			5 Days
Vartan Gregorian 65 Greenwich Ave. (02907)	1	6 Yd	1	6 Yd	5 Days
Robert F. Kennedy 455 Wickenden Street (02903)	1	8 Yd			5 Days
Dr. Martin Luther King 195 Nelson Street (02908)	1	8 Yd			5 Days
Harry Kizirian 60 Camden Ave. (02908)	1	8 Yd	1	6 Yd	5 Days
Carl G. Lauro 99 Kenyon Street (02903)	1	10 Yd			5 Days
Alfred Lima, Sr. 222 Daboll Street (02907)	1	10 Yd	1	8 Yd	5 Days

<u>Elementary Schools (cont)</u>	<u># of Dumpsters</u>	<u>Size</u>	<u># of Recycling Tote</u>	<u>Size</u>	<u>Frequency</u>
Asa Messer 1655 Westminster Street (02909)	1	10 Yd	1	6 Yd	5 Days
Pleasant View 50 Obediah Brown Rd. (02909)	1	8 Yd			5 Days
Reservoir Avenue 156 Reservoir Avenue (02907)	1	6 Yd			5 Days
Frank Spaziano 85 Laurel hill Avenue (02909)	1	6 Yd	1	2 Yd	5 Days
Spaziano Annex 240 Laban Street (02909)	1	8 Yd			5 Days
Veazie Street 211 Veazie Street (02904)	1	10 Yd	1	2 Yd	5 Days
Webster Avenue 191 Webster Avenue (02909)	1	6 Yd			5 Days
George J. West 145 Beaufort Street (02908)	1	10 Yd			5 Days
Young/ Woods 674 Prairie Avenue (02905)	1	8 Yd			5 Days

<u>Middle Schools</u>	<u># of Dumpsters</u>	<u>Size</u>	<u># of Recycling Tote</u>	<u>Size</u>	<u>Frequency</u>
Nathan Bishop 101 Sessions Street (02906)	1	10 Yd	1	2 Yd	5 Days
DelSesto 152 Springfield Street (02909)	2	10 Yd			5 Days
Nathanael Greene 721 Chalkstone Avenue (02908)	1	10 Yd	1	6 Yd	5 Days
Esek Hopkins 480 Charles Street (02904)	1	8 Yd			5 Days
Gilbert Stuart 188 Princeton Avenue (02907)	1	10 Yd			5 Days
West Broadway 29 Bainbridge Avenue (02909)	1	10 Yd			5 Days
Roger Williams 278 Thurbers Avenue (02905)	1	10 Yd			5 Days

<u>High Schools</u>	<u># of Dumpsters</u>	<u>Size</u>	<u># of Recycling Tote</u>	<u>Size</u>	<u>Frequency</u>
Dr. Jorge Alvarez 375 Adelaide Avenue (02907)	1	10 Yd	1	6 Yd	5 Days
PCTA 41 Fricker Street (02903)	1	8 Yd	1	6 Yd	5 Days
Central 70 Fricker Street (02903)	1	10 Yd			5 Days
Classical 770 Westminster Street (02903)	2	10 Yd	1	2 Yd	5 Days
E-Cubed Academy 812 Branch Avenue (02904)	1	10 Yd			5 Days
Hope 324 Hope Street (02906)	2	8 Yd	1	6 Yd	5 Days
Juanita Sanchez Complex/ 360 HS 182 Thurbers Avenue (02905)	2	10 Yd			5 Days
Mt. Pleasant 434 Mt. Pleasant Avenue (02908)	3	8 Yd	1	2 Yd	5 Days
New Comer Academy 425 Branch Avenue (02906)	1	10 Yd			5 Days

<u>Associated School Buildings# of Dumpsters</u>	<u>Size</u>	<u># of Recycling Tote</u>	<u>Size</u>	<u>Frequency</u>
Sodexo Warehouse 25 Royal Little Drive (02904)	1	10 Yd		5 Days
Administration Building 797 Westminster Street (02903)	1	10 Yd		5 Days
Literacy Resource Center 379 Washington Street (02903)	1	2 Yd		5 Days
Central Supply Warehouse 21 Perkins Street (aka 304 Pearl Street)	1	2 Yd	1	2 Yd On-call
Registration Center 325 Ocean Street (02905)	1	8 Yd		5 Days
Bucklin Street Kitchen 234 Daboll Street (02907)	1	8 Yd	1	2 Yd 5 Days

Exhibit B

Owner's Insurance Requirements

The Vendor shall carry insurance coverage as specified below for not less than the following limits, unless a greater amount is required by law.

1. Workers Compensation Insurance, with Employers Liability Insurance, as required by law or the limits set forth below, whichever is greater:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease-Each Employee
\$500,000 Bodily Injury by Disease-Policy Limit

2. Commercial General Liability Insurance, with limits not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Personal Injury Liability
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

3. Auto Liability Insurance, with limits not less than:

\$1,000,000 Combined Single Limit of Liability

4. Umbrella Liability Insurance

\$5,000,000 Each Occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate

5. Environmental Liability Insurance, with limits not less than:

\$2,000,000 Each Claim
\$2,000,000 Aggregate Limit

Further, the City of Providence, as well as Providence Public School District, shall be included as Additional Insured on all policies except Vendor's workers' compensation policy. Policies with respect to which the Owner is an additional insured shall include an endorsement that the Vendor's insurance is primary and the Owner's insurance is secondary with respect to covered losses.

SUPPLEMENTAL INFORMATION

If Providence Public School Department determines that your firm's bid is best suited to accommodate our 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 Purchasing Department 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 Purchasing Department become public record.

If selected for tentative award, you must be able to provide:

- Business Tax ID
- Proof of Insurance