



REQUEST FOR QUOTE (RFQ) – BID# 7477367

REFUSE AND RECYCLING COLLECTIONS AND DISPOSAL SERVICES (MPA-415)

SUBMISSION DEADLINE: Wednesday, July 24, 2013 at 2:00 PM (ET)

PRE-BID CONFERENCE: **NO**
 YES Wednesday, July 10, 2013 at 2:00 PM (ET)

Mandatory: **NO**
 YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor’s failure to attend and register at the pre-bid conference shall result in disqualification of the vendor’s bid proposal as non-responsive to the solicitation.

Location: **University of Rhode Island**
210 Flagg Road, 1st Floor
Kingston, RI
SEE MAP ON LAST PAGE

Buyer Name: **Daniel W. Majcher, Esq.**
Title: **Assistant Director, Special Projects**

QUESTIONS concerning this solicitation must be received by the Division of Purchases at (rfp.questions@purchasing.ri.gov) no later than (Wednesday, July 10, 2013, 5:00 PM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (Bid #7477367) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: **NO**

BOND REQUIRED: **YES**

PUBLIC COPY (R.I. Gen. Law 37-2-18(j)): This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

DISK BASED BID: **NO**
 YES: See attached Disk Based Bidding Information

NOTE TO VENDORS:
Vendors must register on-line at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

THIS IS NOT A BIDDER CERTIFICATION FORM



Disk Based Bidding Information

File Format

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RPF.

Downloading the Disk Based Bid

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

Opening the Disk Based Bid

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

FOR THE DEPARTMENT OF TRANSPORTATION AND OTHER SPECIFIC PROJECTS:

Completing the Disk Based Bid

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

Submitting the Disk Based Bid

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.

Table of Contents:

	<u>Page</u>
SECTION 1 – INTRODUCTION.....	2
SECTION 2 – BACKGROUND.....	7
SECTION 3 – DEFINITIONS.....	9
SECTION 4 – GENERAL SPECIFICATIONS.....	10
SECTION 5 – RHODE ISLAND REGIONS	16
1. NORTHWEST AND PROVIDENCE REGION	
2. CRANSTON, EXETER SOUTHWEST, WARWICK, AND WEST GREENWICH REGION	
3. AQUIDNECK, BRISTOL AND WARREN REGION	
4. NARRAGANSETT AND URI REGION	
SECTION 6 – CONTRACT TRANSITION	23
SECTION 8 – PROPOSAL INSTRUCTIONS	23
<u>SECTION 9 --EVALUATION AND SELECTION.....</u>	<u>26</u>
Appendix A – Refuse Bid Form – Attached as an Excel Spreadsheet	
Appendix B – Recycling Bid Form – Attached as an Excel Spreadsheet	

SECTION 1 – INTRODUCTION

The Rhode Island Department of Administration / Division of Purchases, on behalf of the State of Rhode Island Division of Facilities Management (“State”) and the University of Rhode Island (“URI”), is soliciting proposals from qualified firms to provide Refuse and Recycling Collection and Disposal Services under a statewide Master Price Agreement (MPA).

The award, resulting in an MPA, will be for five (5) years with the potential for two (2) one-year extensions, in accordance with the terms of this Request for Proposals and the State’s General Conditions of Purchase, which may be obtained under the “Vendor Information” link located on the Rhode Island Division of Purchases website at <http://www.purchasing.ri.gov>.

The State reserves the right to award this MPA to multiple vendors or a single vendor in each, some or all of the following categories:

1. Recycling
2. Refuse Collection
3. Geographic Region

Vendors may submit a proposal to provide services for either Recycling or Refuse Collection or both. Additionally, a vendor may submit a proposal to provide either recycling or refuse collection in one or more of the regions outlined below. The vendor should price the regions separately but may also propose a total cost (including any discounts) should the State determine that an award made to a single vendor in all the regions and for both Recycling and Refuse Collection is in the best interest of the State. In essence, Vendors electing to submit multiple service proposals must submit multiple cost proposals (one cost proposal for each service proposal) using the template attached as Appendices A (Refuse) and B (Recycling).

This MPA will be available to all State agencies under the Purchasing Regulations posted on the Rhode Island Division of Purchases website (address above). In addition, the same offers, terms and conditions shall be accessible to all branches of State government, municipalities and school districts of the State of Rhode Island.

EXCLUSIONS FROM THIS CONTRACT:

The following wastes and/or recyclables and/or compostables are not included in the scope of services in this RFP. Vendors wishing to provide these services should look for solicitations posted referencing the Master Price Agreements listed below:

Red bag waste is NOT included in the scope of this RFP.

MPA #162: Appliances, Household. The State can request for the disposal of old appliances when a new appliance is purchased.

MPA #363: Lab Pack and Bulk Hazardous Waste Disposal Service and Hazardous Materials Services.

MPA #372: Tree and Shrub Removal/Trimming.

MPA #432: Universal Waste Recycling of Lamps and Batteries.

INSTRUCTIONS AND NOTIFICATIONS TO VENDORS:

Potential Offerors are advised to review all sections of this Request for Proposal (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.

This is a Request for Proposal, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this request, other than to name those Offerors who have submitted proposals.

1. 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.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All cost associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the Offeror. The State assumes no responsibilities for this cost.
4. Proposals are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All prices submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor(s) who will assume responsibilities for all aspects of the work. The State reserves the right to award to multiple vendors. Joint venture and cooperative proposals will not be

considered. Subcontractors are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor's FEIN or Social Security Number as evidenced by a Form W-9, downloadable from the Division of Purchases' website at www.purchasing.ri.gov.

9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

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

11. Interested parties are instructed to peruse the Division of Purchases' website on a regular basis, as additional information or changes relating to this solicitation may be released in the form of an addendum to this RFP. It is the responsibility of all potential offerors to monitor the website and be familiar with any changes issued as part of an addendum.

12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) - §28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmation action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090 or Raymond.lambert@hr.ri.gov.

13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-2040). This is a requirement only of the successful vendor(s).

14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirement, which should address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, please contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or by email at charles.newton@doa.ri.gov.

15. Insurance Requirements: The successful respondent shall provide proof of the following insurances:

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Errors and Omissions Coverage: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract errors and omissions Insurance covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

Auto Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, auto liability insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained.

Workers Compensation and Employers Liability: Contractor shall obtain statutory Workers Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

Independent Contractors, neither eligible for nor entitled to, Workers Compensation must file with the Department of Labor and Training, Division of Workers Compensation a Notice of Designation as Independent Contractor Pursuant to RIGL 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.

The liability insurance coverage, except Professional Liability, Errors and Omissions or Workers Compensation required for the performance of the contract shall include the State of Rhode Island the Department of Administration and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities under this contract.

The insurance required in this agreement, through a policy or endorsement shall include:

A) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.

B) A provision that Contractor's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the Contractor or its insurer(s) to the Department of Administration. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

As evidence of the insurance coverage required by this contract, the Successful Bidder shall furnish Certificate(s) of Insurance to The Department of Administration, Purchasing Division at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Department of Administration.

The Contractor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

16. The vendor will not provide services prior to the issuance of a purchase order/agreement by the Division of Purchases.

17. Questions concerning this solicitation may be e-mailed to the Division of Purchases at rfp.questions@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference the RFP # in the subject of all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709. Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties regarding the RFP will be permitted unless expressly authorized by the Division of Purchases.

18. Interested Offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the office time clock in the reception area of the Division of Purchases, will not be considered.

19. There shall be no automatic fuel increase allowed under this MPA. At the end of the base term (five (5) years), the State will revisit whether an adjustment is necessary related to fuel costs.

SECTION 2 – BACKGROUND

With the current Refuse Collections and Disposals Services contract (MPA #415) set to expire on August 31, 2013, and the Recycling Service and Universal Waste contract (MPA #312) also set to expire on August 31, 2013, the State of Rhode Island is soliciting proposals from qualified firms to provide refuse and recycling collection and disposal services to all State agencies, and at their own discretion, municipalities, towns and school districts if these entities voluntarily choose to utilize the State's Master Price Agreement. Specific elements included in this award are refuse collection, emphasis on increasing capture of recycled materials with a recycling goal of 35%, and reorganized geographic regions.

GENERAL TERMS

The State of Rhode Island, Division of Purchases is soliciting bids for the collection of all refuse and recyclables from all State buildings within the regions specified in this RFP. The attached spreadsheet is a compilation of the best data available to the Division on current collection locations, container sizes, and frequency of collection. It is for general reference only. All prospective bidders must familiarize themselves with the State requirements within the region on which they choose to bid, and be prepared to collect all refuse and recyclables set out for collection over the five (5) year base term plus extensions from all State facilities, whether listed or not, at the price specified, irrespective of the accuracy of the current description of services provided.

More importantly, it is the intent of the State to significantly increase the quantity of material set out for recycling. As such, the successful vendor *must* supply similar types of containers for collection of single-stream recyclables (as designated in Appendix B) as supplied for waste, with the intent of servicing these containers in the same manner as the waste containers. The successful vendor, in conjunction with a representative from the Rhode Island Resource Recovery Corporation (“RIRRC”), must perform an assessment of each location within 60 days of the beginning of this contract, and make recommendations to the facility manager and the overall contract manager designated by the State concerning the size and location of containers for recycling.

In the case of adjacent State buildings, the vendor should include any recommendations for consolidation of collection sites that would allow for installation of compactors and 30 or 40 cubic yard roll-off containers for refuse and/or single-stream recyclables. In any case, where the State determines that it is feasible, it will be the responsibility of the State to provide the necessary pad and electric connection and it will be the responsibility of the contractor to supply the compactor and roll-off container(s).

The enclosed RFP documents, specifications and schedules identify the methods by which the vendor will be expected to perform the required service. The vendor is required to determine prices based on providing the equipment, scheduled pickups, maintenance, transportation, hauling and disposal services. The terms and conditions will be subject to the State’s General Conditions of Purchase, which may be obtained under the “Vendor Information” link located on the Rhode Island Division of Purchases website at <http://www.purchasing.ri.gov>.

This RFP covers refuse and recycling collection and disposal services primarily for State agencies for a period of five (5) years, with an option to renew for two, one-year periods, subject to the availability of appropriated funds for the purpose and a determination of continued need, as otherwise specified in the State’s General Conditions of Purchase.

The Division of Purchases shall notify the Vendor(s) in writing not less than sixty (60) days prior to the end of the contract as to the State’s intent to not exercise the renewal option for an additional twelve (12) month period, otherwise the renewal will be automatically exercised.

A completed and signed R.I.V.I.P. generated Bidder Certification Cover Form must accompany your bid.

SUBMISSION DEADLINE: (Refer to page one of this solicitation)

Your bid must be either mailed or hand-delivered in a sealed envelope/package and received by the Division of Purchases on or before the closing date and time at:

Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855
RFP number must be clearly marked and visible.

Proposals received after the above referenced due date and time for any reason will not be considered. Proposals misdirected to other State locations by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.

An award will not be made to a vendor who is neither qualified nor equipped to undertake and complete required work within a specified time.

In accordance with R.I. Gen. Laws Section 37-2-23, the State reserves the right to cancel this solicitation in the best interests of the State and re-bid if necessary.

SECTION 3 – DEFINITIONS

“Community collection route” is a route determined by hauler to be used to maximize the efficiency of collection.

“Dedicated load” means materials collected from one customer only and not commingled with any other customers’ materials, then delivered directly to a disposal or recycling facility.

“Disposal fees” means fees charged by a landfill, transfer station, or recycling center for the disposal of waste or recycling. Also known as “Tip Fees” or “Tipping Fees.”

“Front load container” is a container capable of being emptied by utilizing a vehicle with grab arms located at the front of the vehicle, which attach to the container in a manner to lift the container up and over the front of the vehicle to tip and empty contents into the vehicle body from above.

“Non-mandatory recyclables” are recyclables not listed on the RIDEM list of Mandatory Recyclables (Regulation #12-070-003) but required by the state to be collected separately from refuse.

“Open top container” is designed for transporting solids in bulk, often used as a refuse container. It usually has wheels to facilitate the maneuvering of the container into place. Also known as a “Roll-off container.”

“Owner” is the Facilities Manager with authority to request services for a particular facility.

“Pull cost” is the cost charged by the hauler to empty and/or replace a container of trash or recycling. This cost may or may not include “Disposal fees.” Also known as “Haul fee.”

“Recycling” is the collection and processing of discarded materials for remanufacturing into a new product.

“Reuse” means to use again for its original function or purpose, especially after salvaging, special treatment, or processing.

“Refuse” is material left over for disposal after the sorting of recyclables, donatable items, and compostable materials is completed.

Rhode Island Resource Recovery Corporation (“RIRRC”): RIRRC the quasi-state agency responsible for managing Rhode Island’s solid waste and recyclables. RIRRC owns and operates the state’s Central Landfill and Materials Recycling Facility.

“Roll-off containers” are usually used for temporary waste storage needs. See “Open top container.”

“Single-stream recycling” means all program acceptable recyclable materials are placed, unsorted, into a single container and are sorted by state-of-the-art processing equipment at a recycling center

“Tip fees:” See “Disposal fees.”

SECTION 4 - GENERAL SPECIFICATIONS

The vendor shall provide all labor, materials, equipment, tools, maintenance and services for the complete removal of solid waste and recycling from all State buildings within the service area. The vendor shall provide and maintain all the containers, vehicles and equipment at the locations listed. Consistent and different colored containers (as approved by the State) shall be provided for waste and single-stream recyclables. The vendor shall provide for the payment of all fees and licenses required to State, Federal and Local Agencies, including disposal fees, tip fees, etc. Recycling shall include dedicated state routes that are weighed upon delivery at the Rhode Island Resource Recovery Corporation (RIRRC).

In the case of non-URI State buildings, the vendor should include any recommendations for consolidation of collection sites that would allow for installation of compactors and 30 or 40 cubic yard roll-off containers for refuse and/or paper recyclables. In any case where the State determines that it is feasible, it will be the responsibility of the State to provide the necessary pad and electric connection and it will be the responsibility of the vendor to supply the compactor and roll-off container(s).

There shall be no automatic fuel increase allowed under this MPA. At the end of the base term (five (5) years), the State will revisit whether an adjustment is necessary related to fuel costs.

Drivers must be licensed in accordance with all local, state and federal laws.

Vendor must comply with current and amended Rhode Island and Federal statutes and new legislation that becomes effective during the time of this contract.

Pre-Proposal Conference: All vendors are recommended to attend a pre-proposal conference at the location stated on the cover page. All relevant questions submitted via email and posed during the pre-proposal conference will be responded to within seven days prior to the submission date.

Duration of Contract: This is a five (5) years contract and is subject to two (2) additional annual renewals at the sole discretion of the State.

Changes to Contract: Any and all requests for changes, additions or deletions to this contract must be approved by the Division of Purchases.

Subcontractors: No subcontracting of any services shall be permitted without the written approval of the State.

Bid: The enclosed Bid Documents, Specifications and Schedules identify the methods and format required to arrive at a bid price.

The Bidder is required to determine prices based on providing the equipment, scheduled pickups, maintenance, transportation, hauling and disposal.

The Base Bid will be determined by calculating service fees for all containers according to the enclosed schedule, and by calculating disposal costs according to the attached requirements. Additionally, vendors may propose a discount if awarded an entire category (recycling or refuse) in all regions or both categories in all regions.

Performance Bond: At Offeror's expense, upon selection, the successful Offeror shall furnish the State with a Performance Bond in accordance with Section 33 of the State's General Conditions of Purchase in an amount equal to fifty (50) percent of the annual cost proposed by the vendor. Such Performance Bond shall be issued on annually renewable bond forms to be provided by Offeror's surety bond broker.

Tip Fees: The vendor shall collect refuse from all refuse collection containers and may transport directly to the RIRRC landfill or to a State approved disposal location.

The vendor is required to pay all tip fees under this contract directly to the disposal facility. Costs for all collection services included in this RFP, except from roll-off containers and self-contained compactors, shall be assumed to include the tip fee. Tip fees that are included in the bid cost shall not be in excess of the rates established by the disposal facility's published rate schedule.

Separate accounts for all roll-off containers and compactors shall be provided at the time of monthly invoices. Tip fees for roll-off containers and self-contained compactors, shall not be in excess of the rates established by the disposal facility's published rate schedule. Invoices for tip fees shall be approved only when weight slips from a certified scale, indicating gross weight, net weight, and date and vehicle identification information are submitted every month. All tip fee weight slips shall be included with the invoice for that month. The State shall reserve the right to direct pay tip fees to the R.I. Resource Recovery Corporation. The State shall notify the Vendor in writing within thirty (30) days prior to any decision to make such direct payments.

The State will not consider requests for price modification as a result of changes in tip fees, except where such changes are supported by an announcement by the disposal facility. It is expected that all changes in published tip fees shall be an additive or subtractive pass-through to the State, with no additional costs for other services. Requests for changes in price due to changes in tip fees will be approved on the basis of the following formulae for every \$1.00 (or fraction thereof) increase or decrease per ton in the disposal fee at the Central Landfill:

Uncompacted Trash: $.0625 (125\#/cubic\ yard) \times total\ cubic\ yards$
(container size(s) x number of containers) x pickup frequency during period.

Compacted Trash: $.20 (400\#/cubic\ yard) \times total\ cubic\ yards$ (container size(s) x number of containers) x pickup frequency during period

Invoices: All invoices will be itemized by specific location. All other state facility billing addresses will be provided by a representative of the user agency.

Container and Compactor Maintenance: Vendor is required to maintain all containers, compactors and other equipment listed in the Contract Documents at no additional cost to the State.

All containers shall be kept in proper operating condition, including door and hinge replacement. Poly-plastic top lids and side doors shall be installed on all containers. However, the State may request that metal doors and/or lids be installed on containers in selected locations. Metal lids or doors, if requested, shall be installed at no additional charge to the State. All containers shall be of the same type, style and color as approved by the State.

All containers shall be kept in a neat and clean condition and shall be touched up, or repainted (no more than once per year) at the discretion of the facility manager, with colors approved by the facility manager. Company logos, lettering, graphics, names, numbers or advertising may not be affixed to containers without prior approval by the State.

Compactors shall be kept in good operating condition at all times. It shall be the responsibility of the vendor to repair all problems or replace broken equipment within 48 hours of receiving a call or email from the affected Agency or Department. Maintenance work includes repairs and servicing of hydraulic lines, motors, cams, rams, gears, electrical components, lights, safety mechanisms and any other items that could malfunction.

The State has provided concrete pads and sufficient electrical power at all existing compactor sites. The vendor shall provide installation of all compactor units at no cost to the State. Units shall comply with all Building Code regulations and safety requirements.

All containers that become vandalized, damaged, burned, unsightly as a result of vendor neglect, or cannot be maintained in a satisfactory acceptable condition shall be replaced, at no additional cost to the State, within two (2) days of notification. The State representative will have final say as to the acceptability of the container condition.

All trash and recycling containers that emit noticeable odors after emptying shall be sprayed, washed and/or deodorized, or replaced as required by the Owner.

The vendor is responsible for the clean up costs of hydraulic and other damaging environmental spills from his equipment. The vendor must notify the affected Agency of Department of all spills at the time of the incident. If a hydraulic line fails when the vendor is not present, the State will initiate cleanup and contact the vendor. The vendor shall be responsible for all costs incurred by the State during clean-up.

Vehicles: The vendor will provide clean, well-maintained vehicles for refuse and recycling collection. Company logos may be displayed.

It shall be the responsibility of the Vendor to have sufficient backup vehicles and drivers that are familiar with the route and available in the case of equipment breakdown or any other instance that may impede the scheduled trash and recycling collections.

All collection vehicles shall be in good condition and shall not leak any fluids onto the ground.

Gate Access Cards: Where necessary to access areas at URI, each truck will be issued one gate access card for the duration of this contract.

Communication: Vendor management shall be able to communicate with drivers at all times.

Collection: The vendor shall provide collection service for all containers on the days specified in the schedule provided within 30 days, where possible, of the beginning of the contract unless a revised schedule is agreed to by the Contractor and the State. All refuse may be disposed of at the RIRRC, Central Landfill in Johnston, RI. Alternate disposal facilities for refuse only shall be allowed with written approval of the State.

Scheduled pickups not adhered to by the vendor will be penalized by deducting the cost of the scheduled collection for each missed stop from the monthly invoice. Repeated misses may result in contract termination.

Collections may be requested, by the Owner, on alternate pickup days (Monday through Saturday), at no additional cost with reasonable notice. Scheduled pickups which fall on Holidays shall be picked up on the following day at no additional cost to the Owner.

The vehicle operator is responsible for placing dumpster containers squarely on dumpster pads and within enclosures with the lids closed. Damage to enclosures and the surrounding landscape caused by the vehicle and/or the container shall be repaired by the Vendor at no additional cost to the Owner.

Spillage and Windblown Trash: At each collection point, the vendor's vehicle operator shall pick up all bagged, boxed or loose trash which may have fallen or spilled from the container. The vehicle operator is also responsible for picking up trash blown from the container during the collection process.

Recycling and Solid Waste Reduction:

- All recyclables shall be collected in a dedicated state load and must be tipped at the RIRRC Materials Recovery Facility (MRF) in Johnston, RI, using a state account and weighed upon delivery. Recyclables that are not listed on the Rhode Island Department of Environmental Management (RIDEM) list of mandatory recyclables may be directed to other locations within the RIRRC facility or to alternate locations across the State as directed by RIRRC. Samples of non-mandatory recyclables must be reviewed prior to delivery by RIRRC recycling staff to determine suitability for inclusion in dedicated State recyclables loads.

- Loads of recyclables deemed contaminated may be subject to rejection by RIRRC staff. The Vendor will be charged a \$100 reload fee for rejected materials that need to be landfilled.
- The vendor for waste disposal shall weigh all refuse and recycling for a one week period in each quarter of the calendar year. During this one week test period, the waste must be in dedicated State loads and brought to the RIRRC for tracking and scale purposes. Records will be transmitted to the State Division of Purchasing and will be utilized to determine the recycling rate for each region, with the exception of URI.
- All recycling material collected shall be weighed on a certified scale or at the MRF. All weight slips shall be included with the monthly invoice. Materials must be delivered to the RIRRC MRF, unless an alternate recycling facility is approved by the State.
- In no instance will source separated recycling collected from any State facility be commingled with solid waste.
- The vendor shall provide sufficient heavy duty ninety-five (95) gallon recycling collection containers (as specified by the facility manager) for all buildings and specified locations. Colors must be approved by the State. All containers shall be of the same type, style and manufacturer and approved by the State. Containers shall be constructed of post-consumer content heavy duty polyethylene plastic, with hinged lids and 12" wheels approved by the State.
- The vendor shall provide suitable sized dumpsters for outside storage of single-stream recyclables similar in size to the refuse containers with lid.
- The vendor shall provide training to all relevant facility personnel regarding all facets of the operation of the waste collection and recycling services provided. Such training shall address the procedures that all facilities can employ to enhance their respective recycling programs. The vendor shall provide suitable records from each facility at the training sessions to be able to measure progress in achieving the 35% recycling goal. These records will be primarily the actual numbers of totes removed from each facility for each type of material recycled. Areas such as source reduction should also be addressed. Besides the recycling component, the vendor shall also provide training in the areas of maximizing the amounts of materials stored in each container, reducing container size, and proper storage and placement of containers. Training shall be provided on a quarterly basis throughout the life of the contract, and shall be coordinated with RIRRC.

Revenue Sharing: The State intends to participate in a Revenue Sharing Agreement with RI Resource Recovery.

Force Majeure: In the event of a natural disaster, the vendor must agree that clean-up activities in the aftermath of natural disasters will conform to FEMA rules, regulations, and policies; where RIEMA rules, regulations, and policies are stricter than FEMA, the Vendor must conform to the stricter RIEMA rules, regulations, and policies.

Business Continuity Plan: Vendor is required to have a business continuity plan in the event of a natural disaster or emergency. Vendor should include this in their proposal.

SECTION 5 – GEOGRAPHIC REGIONS

This section will describe the various regions in the State that will require refuse and recycling collection and disposal services. URI and Narragansett have its own set of additional specifications and the remainder of the State with its own separate set of specifications. Vendors may propose a solution for some or all of the regions.

1. NorthWest/Providence Region:

This region involves servicing the State Capitol and Capitol Complex buildings, as well as other State facilities located in Providence. Because of the high visibility of State buildings and the congestion, container sizing and pull frequency, both for waste and recyclables are an important consideration. The NorthWest region, on the other hand, has relatively few facilities. The vendor shall have dedicated State recycling routes, weighed upon delivery at RIRRC MRF or alternate facility as directed by the RIRRC.

In addition, reviews of waste composition indicate that in many locations, office paper and/or corrugated containers are a large part of the waste stream presenting significant opportunity for increased recycling. In addition, bottles and cans shall now be fully integrated into the State facilities recycling programs. The vendor, working in conjunction with facility managers, will have to be creative in terms of placing correctly sized containers (dumpsters) for single-stream recyclables, and adjusting the refuse container sizes and collections schedules accordingly.

2. Cranston, Exeter Southwest, Warwick, and West Greenwich Region:

This region involves servicing, among other locations, a high concentration of State office buildings at the Pastore Center Complex. The State believes that there are opportunities for consolidation of current dumpsters to compactor locations serving multiple facilities. The State will look favorably on proposals to consolidate, and will take necessary steps to provide suitable locations and/or pads with electric service for proposed new locations for refuse and/or mixed paper and corrugated container recycling compactors. The vendor shall have dedicated State recycling routes, weighed upon delivery at the RIRRC MRF or alternate facility as directed by RIRRC.

In addition, reviews of waste composition indicate that in many locations, office paper and/or corrugated containers are a large part of the waste stream presenting significant opportunity for increased recycling. In addition, bottles and cans shall now be fully integrated into the State facilities recycling programs. The vendor, working in conjunction with facility managers, will have to be creative in terms of placing correctly sized containers (dumpsters) for single-stream recyclables, and adjusting the refuse container sizes and collections schedules accordingly.

3. Aquidneck, Bristol and Warren Region:

There are a relatively small number of State facilities within this region. Cleanliness, and attention to blowing litter, is especially important in this service area. It is acceptable to collect waste and recyclables as part of a larger commercial collection route in this service area.

In addition, reviews of waste composition indicate that in many locations, office paper and/or corrugated containers are a large part of the waste stream presenting significant opportunity for increased recycling. In addition, bottles and cans shall now be fully integrated into the State facilities recycling programs. The vendor, working in conjunction with facility managers, will have to be creative in terms of placing correctly sized containers (dumpsters) for single-stream recyclables, and adjusting the refuse container sizes and collections schedules accordingly.

Should the Vendor determine that the material be collected in a manner consistent with the other regions, the material shall be weighed upon delivery at RIRRC MRF or alternate facility as directed by the RIRRC.

4. URI and Narragansett Region:

Overview of Service Area

The University of Rhode Island is comprised of four campuses: the main Kingston Campus, the Bay Campus in Narragansett, the W. Alton Jones Campus in West Greenwich, and the Alan Shawn Feinstein College of Continuing Education in Providence. The University's Providence campus shall be considered part of the Northwest/Providence region, and W. Alton Jones campus in W. Greenwich shall be considered part of the Cranston, Exeter Southwest, Warwick, and West Greenwich Region, and the URI Sailing Pavilion in Wakefield shall be a component of the URI and Narragansett Region.

The main campus in Kingston is approximately 1,200 acres in size and has a population of 14,500 students and 1,700 faculty and staff. Two dining halls serve an estimated 6,000 meals a day and 3,000 meals each weekend. The student Memorial Union serves 1,500 meals a day and 500 on weekends. The University in Kingston manages over 185 classroom buildings, 200 apartments in 15 buildings, and 23 dormitories, offices, athletic facilities, performing arts facilities and research facilities within close proximity.

This region primarily involves servicing two University of Rhode Island campuses: the main campus in Kingston and the Bay Campus in Narragansett. Bay campus in Narragansett is located approximately 6 miles to the east of the Kingston campus, with 27 buildings serving as educational and research facilities.

The URI campuses have distinct needs for recycling containers that blend with the landscape and for prompt collection of all waste storage locations to keep the campuses clean and attractive. Therefore, the vendor should pay close attention to the need to provide and maintain clean, well painted containers for trash and recyclables, with consistent colors and labeling as specified by the University.

Offerors who are unfamiliar with the University infrastructure should visit all campus sites and attend the site tour.

The total annual quantity of waste removed from the two URI/Narragansett Region campuses last year was approximately 2,800 tons. The total annual quantity of source segregated recyclables was approximately 500 tons. URI is continuously striving to increase the quantities recycled and reduce the quantities disposed as waste.

Service under this new contract must be uninterrupted and commence immediately upon termination of the previous contract. URI will work with the selected vendor to provide staging areas for removal of old containers (the responsibility of the old vendor) and distribution of the new containers (responsibility of the new vendor).

The bid form lists locations, containers and collection schedules.

To assist the State with more accurately sizing the refuse and recycling containers, it is the responsibility of the vendor to weigh each refuse truck load and each recycling truck load on a daily basis at the date of collection and provide a report to the recycling and solid waste coordinator within 30 days.

Monthly invoices for URI, including copies of all weight slips, shall be submitted to:

URI Facilities Services Department
Attention: Business Office
Sherman Building, 2nd floor
523 Plains Road
Kingston, RI 02881-0801

All invoices will be itemized by specific location. Disposal costs for front-load container trash collection will be included in the pull cost.

Any proposed changes in service to the URI campuses in this region must be approved in writing by the Recycling Coordinator, or the Utilities Engineer, and/or the Assistant Director for Landscape & Grounds, and/or the URI Director of Facilities Services (or designee) prior to the initiation of any changes. Additionally, any changes outside of the

scope of the MPA shall be reflected by the issuance of an approved Change Order issued by the Division of Purchases.

Contractor shall not be allowed to apply company logos, graphics, or advertising without prior written approval of URI.

All containers that become vandalized, damaged, burned, unsightly or cannot be maintained in a satisfactory acceptable condition shall be replaced, at no additional cost, within two days of notification. They shall be new, of the same color, size and style.

Collections: Vendor shall provide collection service for all containers on the days specified in the schedule. Containers located in residential areas shall be collected no earlier than 7:00 AM and no later than 12:00 noon. Collection times for all other locations shall be from 6:00 AM until 12:00 noon.

Collections may be requested, by the Owner, on alternate pickup days (Monday through Saturday), at no additional cost with reasonable notice. Scheduled pickups which fall on Holidays shall be picked up on the following day at no additional cost to the Owner.

The vehicle operator is responsible for placing dumpster containers squarely on dumpster pads and within enclosures with the lids closed. Damage to enclosures and the surrounding landscape caused by the vehicle and/or the container shall be repaired by the Vendor at no additional cost to the Owner.

Sub-Contractors: Vendor shall make available all disposal services specified in this Contract to University Sub-Contractors and Lessees at the same rates listed in the Bid Form. Invoices shall be forwarded directly to the Sub-Contractor for payment.

Tip Fees: The Contractor shall collect trash from all trash collection containers and transport directly to the State Landfill, local transfer station, or to an authorized weigh station. For URI, vendor is prohibited from combining waste or any other materials from any other sources or locations.

The Vendor is required to pay all tip fees under this contract directly to RIRRC. The University of Rhode Island shall reserve the right to direct pay tip fees to the R.I. Resource Recovery Corporation. The University shall notify the Vendor in writing within thirty (30) days prior to any decision to make such direct payments.

URI shall not pay tip fees in excess of the contracted rates, as established by the R.I. Resource Recovery Corporation Schedule of Charges. Invoices for tip fees shall be approved only when weight slips from a certified scale, indicating gross weight, net weight, date and vehicle identification information are submitted every month. All tip fee weight slips shall be included with the invoice for that month to URI Department of Facilities Services Business Office.

Additional fees for mattress disposal will be billed in accordance with the rates set by RI Resource Recovery. Upon implementation of a mattress product stewardship law, the Vendor shall be responsible for conforming with the new state program. The program parameters and expectations shall be attached as an addendum to the contract when the mattress manufacturer plan is approved.

Vehicles: The Contractor will provide clean, well-maintained vehicles for trash collection. Company logos may be displayed.

It shall be the responsibility of the Vendor to have backup vehicles and drivers that are familiar with the route and available in the case of equipment breakdown or any other instance that may impede the scheduled trash and recycling collections at the university. All repairs to vehicles on university property must conform to United States Environmental Protection Agency and RI Department of Environmental Management environmental regulatory requirements.

Containers and Compactor Maintenance: All containers that become vandalized, damaged, burned, unsightly or cannot be maintained in a satisfactory acceptable condition shall be replaced, at no additional cost, within two days of notification. They shall be new, of the same color, size and style.

Compactors shall be kept in good operating condition at all times. It shall be the responsibility of the vendor to repair all problems or replace broken equipment within 48 hours of receiving a call or email from URI. Maintenance work includes repairs and servicing of hydraulic lines, motors, cams, rams, gears, electrical components, lights, safety mechanisms and any other items that could malfunction.

The Vendor is responsible for the clean up costs of hydraulic and other damaging environmental spills from his equipment. The vendor must notify URI Police at (401) 874-2121 of all spills at the time of the incident. If a hydraulic line fails when the vendor is not present, URI will initiate cleanup and contact the vendor. The vendor shall be responsible for all costs incurred by URI during clean-up.

At URI, each compactor must be labeled with 24/7 vendor contact information.

All trash and recycling containers that emit noticeable odors after emptying shall be sprayed, washed and/or deodorized, or replaced as required by the Owner.

Spillage and Windblown Trash: At each collection point, the vendor's equipment operator shall pick up all bagged, boxed or loose trash which may have fallen or spilled from the container. The operator is also responsible for picking up trash blown from the container during the collection process.

Containers for School Opening and Closing (Kingston Campus): The vendor shall provide approximately twenty-five (25) thirty (30) cubic yard open top roll-off containers for the opening of school in the Fall and in the spring. Containers shall be

located in areas designated by the facility manager. Containers shall remain on site for approximately two weeks in the spring and one week in the fall. Containers shall be emptied and returned, as necessary, and/or directed by the facility manager.

Roll-off containers shall be in good condition. Each container shall be equipped with highly visible reflected materials permanently affixed to the sides and corners. Containers shall not be placed closer than ten (10') feet to any building or structure.

Additional Containers: Additional containers of various sizes shall be supplied by the vendor at the prices listed in the Cost Proposal. In addition, the University may, at any time, reduce or increase the size and/or frequency of collection for all refuse and recycling containers and the vendor shall revise the price based on the prices provided in the RFP. All requests for additional containers and service must be met within two (2) business days.

Recycling and Solid Waste Reduction: The Vendor shall provide methods for the reduction and/or reuse of materials removed from the Owner's premises. In no instance will source separated recycling collected from the University be commingled with solid waste.

The Vendor shall implement a program to process chip, grind, pulverize, compost, reprocess and market yard waste, wood waste, and leaves. The Vendor shall be required to provide monthly documentation of the disposal methods, weights (by category), final destination of materials collected, and processes utilized in recycling these materials.

All source separated materials removed from the University shall be weighed at the receiving location. All weight slips shall be included with the monthly invoice. Recyclable materials collected as single-stream must be delivered to the RIRRC MRF in Johnston.

The vendor shall provide two hundred (200) heavy duty ninety-five (95) gallon recycling collection containers for all buildings and specified locations. Colors must be approved by the Owner. All containers shall be of the same type, style and manufacturer and approved by the Owner.

Recycling containers shall be constructed of post-consumer content heavy duty polyethylene plastic, with hinged lids and 12" wheels approved by the Owner. Containers shall be available for curbside collection by the Vendor and collected in accordance with the attached schedule.

All recycling container lids shall be clearly marked with weatherproof, fade-proof labels or hot-stamped as approved by the University. Labels shall reflect a single-stream recycling process.

The Vendor may suggest streamlining techniques and/or alternatives to the existing recycling program for the University's review. Changes in methods of collection, frequency of collection or other modifications without prior approval of this Agency shall not be permitted.

The Vendor shall provide a dedicated recycling truck clearly identifiable as such for University recycling collection in accordance with the attached schedule.

Corrugated Cardboard Collection: The Contractor shall provide all necessary equipment and services for the collection and marketing of corrugated cardboard, at all campuses. See the attached Equipment List for sizes and quantities of containers. Collection is once a week as approved by the Owner.

Thirty-eight (38) front load size (6) cubic yard dumpster-style cardboard containers shall be provided at various building locations on all campuses, as directed by the Owner.

Three (3) thirty-five (35) cubic yard box compactors shall be located at the Memorial Union dock, the Hope Dining Hall dock and the Butterfield Dining Hall dock for dedicated cardboard collection.

Containers shall be labeled "CARDBOARD ONLY" and should be painted with a color approved by the Owner.

The contractor shall follow the same practice of weighing in and out for pickups from cardboard containers from each campus and provide weight slips with the monthly invoices.

Scrap Metal: The Contractor shall provide containers at no charge for scrap metal collection as shown in the attached schedule.

Although the University of Rhode Island's W. Alton Jones campus is not included in the above specifications with regard to refuse removal, they will participate in the revenue sharing as outlined below. Approximately twice a year the URI W. Alton Jones campus will require a roll-off as noted in the schedule for West Greenwich / Exeter under the same terms outlined above. Credits will be applied to the invoicing specifically for that location.

Revenue Sharing: URI intends to participate in a Revenue Sharing Agreement with RI Resource Recovery.

SECTION 6 - CONTRACT TRANSITION

Container Installation: The successful vendor will coordinate with the facility manager to insure that new containers are placed in such a manner that there is no loss of service. The vendor shall be provided with a staging area for the purpose of exchanging containers. New containers shall be immediately placed in location within twenty-four (24) hours of the previous containers location.

NOTES: STATE IS EXEMPT FROM Sales and Use Tax.

Contractor will be provided with tax exempt forms.

Payment for changes, adjustments, extras, additions or deletions in service and equipment, as directed by the Owner, shall be invoiced separately and in accordance with the following schedule of prices.

SECTION 7 – PROPOSAL INSTRUCTIONS

A. Technical Proposal

The Technical Proposal shall contain the following sections and information:

1. Executive Summary

The Executive Summary will highlight the contents of the Technical Proposal as well as provide the State of Rhode Island evaluators with an overview and broad understanding of the offeror's technical approach and ability. **PLEASE CLEARLY STATE THE SERVICES AND REGIONS BEING PROPOSED BY OFFEROR.**

2. Offeror's Organization and Staffing (10 points)

This section shall include identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to the vendors' organization.

3. Work Plan/Approach Proposed (20 Points)

This section shall contain a thorough explanation of all aspects, requirements and services required to complete the **Scope of Work** stated above. This section shall describe the offeror's understanding of the State's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. This includes routes and/or schedules to be employed. The vendor should discuss and justify the approach proposed to be taken for each task or requirement, and the technical issues that may be confronted at each stage of the project if any. The work plan description shall include a detailed proposed transition plan, project schedule, a list of tasks, activities and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each and the attributed deliverables for each.

This portion of the technical proposal should include concise information regarding the vendor's ability to address all portions of the scope of work. Additionally, the vendor should include a description of any additional services.

4. Previous Experience and Background (20 Points)

This section includes the following information:

1. A comprehensive listing of similar projects undertaken, either in the area being proposed. This includes providing a brief description of the projects.
2. The applicant should provide the company name, address, contact person and telephone number of at least a **minimum** of three references where the contractor is currently providing services of a similar nature.
3. The offeror's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. Questions concerning this requirement should be addressed to Charles Newton, MBE Officer, at (401) 222-6253.
4. The offeror shall submit a list of contract(s) that have been terminated along with the entity name(s) that obtained the contract and the reasons why the contract was terminated (if applicable). The State reserves the right to seek additional information regarding a company's capabilities from any source it feels is competent to provide such information.
5. The offeror shall have maintained an organization capable of performing the work described herein, in continuous operation for at least the past three (3) years.
6. The offeror must have an organization that is financially and logistically able to handle a contract for services with the multiple agencies at different locations around the state. The vendor should make an affirmative statement to this effect and shall provide high level details regarding the vendor's financial capacity. Additionally, the State may request financial statements, a balance sheet and CPA reports during the evaluation and the offeror shall provide this information if so requested or be disqualified by the State. This financial information will be kept confidential by the Division of Purchases and will be returned after review.

5. **COST (50 Points):** Vendors shall provide cost proposals in a separately sealed envelope using the spreadsheet attached in Appendix A (Refuse) and Appendix B (Recycling). The vendor may propose a cost for either recycling or trash and may propose in either some or all geographic region(s). Appendix A and Appendix B include estimates for a period between 4/2012 and 3/2013, which the State will utilize to calculate the estimated annual cost. The vendor should price the regions independently, but if the vendor is offering to provide coverage for multiple categories, the Vendor should indicate a discount if an award is issued to a single vendor for either recycling, trash, or both in multiple categories. The spreadsheets in Appendices A and B contain boxes to indicate this discount.

6. Submission Instructions:

An original plus five (5) copies of the Technical Proposal with two (2) electronic copies and an original plus five (5) copies of the Cost Proposal in a separate sealed envelope, with two (2) electronic copies, must be either mailed and received prior to the submission deadline or hand-delivered in a sealed package marked “RFP # _____: Refuse and Recycling Services” to:

RI Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-reference due date and time will not be considered. Proposals misdirected to other State locations or those not presented to Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or e-mailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P. generated bidder certification cover sheet downloaded from the Rhode Island Division of Purchases’ Internet home page at www.purchasing.ri.gov.
2. A completed and signed Form W-9 downloaded from the Rhode Island Division of Purchases’ Internet home page at www.purchasing.ri.gov.
3. An original plus five (5) copies of the Technical Proposal, with two (2) electronic copies.
4. An original plus five (5) copies of the Cost Proposal in a separately sealed envelope, with two (2) electronic copies.
5. In addition to the multiple hard copies of proposals required, as noted above, Respondents are requested to provide two (2) electronic copies of the technical and cost proposal in electronic format (CDROM, diskette, or flash drive). Microsoft Word/Excel format is preferable and should be marked appropriately.

Section 8 - Evaluation and Selection

The evaluation will be conducted in two phases: 1) a technical review; 2) Cost Review. Any technical proposal that does not meet the threshold requirement or is non-responsive will not have cost considered. The State will commission a Technical Review Team to evaluate and score all proposals, using the following criteria:

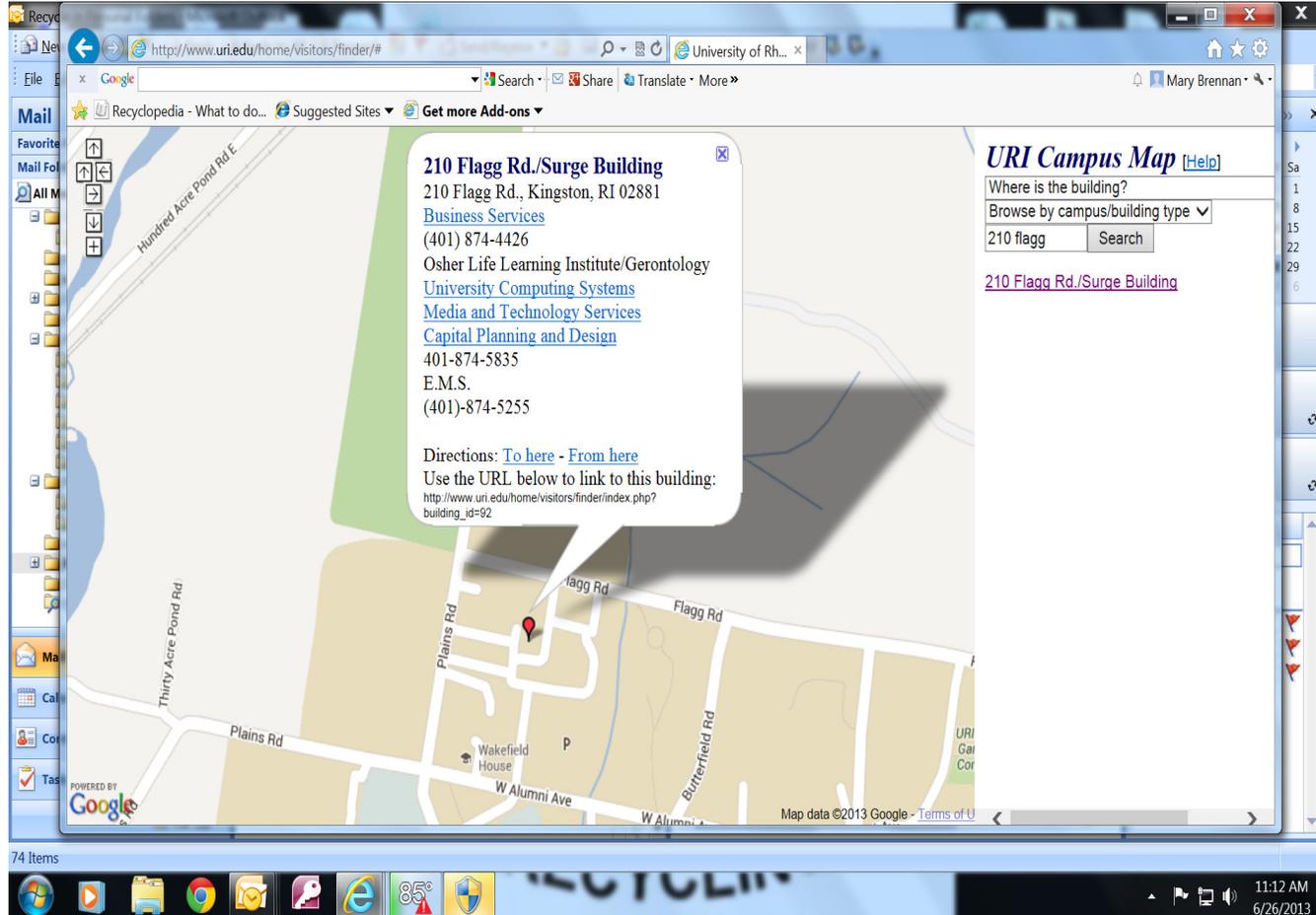
<u>Criteria</u>	<u>Points</u>
Offeror's Capacity	10
Work Plan/Approach Proposed	20
Previous Experience	20
Cost (lowest cost/[proposed cost of other vendor] x cost points available)	50
Total Points	100

COST Evaluation -- The lowest costing vendor will automatically receive 50 points, with every additional vendor receiving cost points on a proportional basis compared to the lowest cost. The cost score is calculated based on the following formula: ((**lowest cost/[proposed cost of other vendor]**) x cost points available). The State will calculate the cost by each category/region and overall.

- The State will commission a review team to evaluate and score all proposals that are complete and minimally responsive using the criteria described below. The evaluation of any item may incorporate input from sources other than the vendor's response and supplementary materials submitted by the vendor. Those other sources could include assessments made by evaluators based on findings recorded from reference checks (including but not limited to those supplied by the Vendor), prior experience with or knowledge of Vendor's work, responses to follow-up questions posed by the State and/or oral presentations by the vendors if requested by the review team. The State may elect to use any or all of these evaluation tools.
- The review team may call in any, all or some of the vendors in for an oral presentation at any point during the process at its own discretion. The review team may slightly adjust the technical score of any vendor after conducting such an interview.
- The State reserves the right to inspect and review any facility as part of the evaluation.
- The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final decision has been made, a notice will be posted on the Rhode Island Division of Purchases web site.

- **In order for the Cost Proposal to be reviewed, all technical proposals must meet a minimum technical evaluation score of 35 total points out of 50.** Any technical proposals scoring less than 35 points will not have the cost component either opened or evaluated and the proposal will be dropped from further consideration.
- Because the evaluation takes into consideration both the technical and cost components in a value based approach, the lowest costing vendor may not necessarily be awarded the contract.
- Notwithstanding anything above, the State, and its agents reserve the right to either accept or reject any, or all, bids, proposals, award on cost alone, cancel the solicitation and to waive any technicality in order to act in the best interest's of the State and to conduct additional negotiations as necessary.
- Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not considered further. The State, at its sole option, may elect to require presentation(s) by offerors in consideration for the award. An award will not be made to a contractor who is neither qualified nor equipped to undertake and complete required work within a specified time.

Directions to Pre-Bid Conference:



The conference room is on the 1st floor. Enter the main doors and turn left, then right. The conference room is on the left hand side.