

REQUEST FOR PROPOSAL

**RESEARCH, PLANNING, AND PRODUCTION OF A
SOLID WASTE MANAGEMENT STRATEGIC PLAN AND
RFP SPECIFICATIONS PROCESS**



**Solicitation No: 20008-16- Research, Planning, and Production of a
Solid Waste Strategic Plan and an RFP Specifications
Process**

**Proposal Opening Date: July 7, 2016
Proposal Opening Time: 2:00 PM (Local Time)**

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

May 31, 2016

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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**REQUEST FOR PROPOSAL
FOR
RESEARCH, PLANNING, AND PRODUCTION OF A SOLID
WASTE STRATEGIC PLAN AND RFP SPECIFICATIONS
PROCESS**

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge, Parish of East Baton Rouge (City-Parish) (population approximately 446,042) provides a broad array of solid waste management services to approximately 126,000 residents and multi-family residential units. The City/Parish spans 470 square miles. These services are governed by the Metropolitan Council and managed through the City-Parish Department of Environmental Services.

The City-Parish owns its own landfill and is currently contracting with Waste Management, Inc. for its operation. The current landfill operation contract ends on January 31, 2019. The North Landfill Site accepts waste primarily from the City-Parish as well as outside the parish. The tipping fee for in-parish customers is \$28 per ton and for out-of-parish customers the tipping fee is \$32 per ton. The total landfill tonnage in 2015 was 414,955 tons. Of this total, 27,906 tons, or 6% came from out-of-parish users. The landfill was opened on November 1, 1993 and has an estimated remaining life of approximately 24 years. The City-Parish has a closed landfill, the Renewable Energy Center (Devil's Swamp), which is under post-closure care. There are no other landfills in the City-Parish, other than the privately owned Natural Resource Recovery, Inc. (NRRI) construction and demolition landfill on Rafe Meyer Road.

Under current contracts with Republic Services and Progressive Waste Solutions, Inc., the City-Parish provides residential dwellings and multi-family units twice weekly garbage collection, once weekly unbundled woody waste/brush/bulky item collection, vacant lot pick-up, weekly curbside recyclables collection, and weekly collection of automobile tires and white goods for recycling. Yard waste is not collected separately (bundled or with carts) for waste diversion. The landfill, located at 16001 Samuels Road in North Baton Rouge, is owned by the City-Parish and receives an average 415,000 tons of waste annually.

Curbside recycling participation averages 59% (measured as a percent of carts delivered (74,403) to number of single family homes (126,000), and results in approximately 15,000 tons diverted from the landfill for recycling annually. The Recycling Contractor operates a drop-off for recyclables at their materials processing facility (MRF), located at 7923 Tom Drive in Baton Rouge. The drop-off is open 24 hours a day, seven days a week and assistance is provided during office hours. Seasonal collection of Christmas trees is

handled jointly by the Republic Services (curbside collection), Progressive Waste Solutions, Inc. (drop-off collection), and Natural Resource Recovery, Inc. (NRRI) (processing) contracts.

Most Commercial waste in the City-Parish is collected by private companies and disposed of at the City-Parish North Landfill site or other disposal facilities in the region. The City-Parish is not currently involved in offering and/or overseeing commercial waste service. Property owners make their own arrangements with private companies. Recycling is not currently offered to apartment tenants (multi-family) or to commercial properties, although apartment tenants and businesses are urged to use the recycling drop off location on Tom Drive or to contract independently with local recyclers.

Residential solid waste collection requires residents to place garbage in 96-gallon rolling carts or a limited number of 64-gallon rolling carts and place the carts at the curb by 5:00 a.m. on their collection day. On the prescribed two garbage collection days per week, the carts are collected by automated or semi-automated garbage trucks and transported to the City-Parish North Landfill Site, currently managed by Waste Management, Inc. Unbundled woody waste/brush/bulky items are collected loose once weekly by Republic Services and brought to either the North Landfill Site for disposal or recycling (tires and white goods), or to Natural Resource Recovery, Inc.(NRRI) for processing as beneficial use (clean green waste loads only).

Recyclables are collected in 64-gallon rolling carts in a single-stream collection system (all items mixed together in the cart), collected by both automated and semi-automated trucks, and taken to the Progressive Waste Solutions, Inc. MRF on Tom Drive for sorting and baling. Progressive Waste Solutions, Inc. markets the baled material and keeps all profits from the sale of recyclable materials under the current contract. Progressive Waste Solutions, Inc. also provides collection of recyclables to downtown city-parish offices as part of their curbside recycling contract.

Under a separate contract with Phillips Reclamation Services (approximately \$120,000 annually), the City-Parish provides bi-annual collection of household hazardous materials to parish residents. This contract, if both optional one year extensions are allowed, is due to expire in January of 2018. The bi-annual collections take place at Memorial Stadium in Baton Rouge and the amount collected averages 50,000 lbs. per collection day and the number of cars passing through collection point averages 650 cars per collection day.

The City-Parish is currently in the first year of a two-year contract extension for garbage, recycling, and woody waste processing contractors, set to expire in February 2018.

Cost of Weekly Collection Services:

The City-Parish pays Republic Services approximately \$1,900,000 per month for garbage, unbundled woody waste/bulky waste, white goods, and vacant lot collection. The City-Parish pays Progressive Waste Solutions, Inc. approximately \$235,000 per month for recycling collection and processing. Residents are charged \$20.00 per month for the full monthly cost of

the solid waste services. This charge is billed, by contract, with the local water companies as a solid waste user fee, along with the monthly sewer user fee and water fee.

Republic Services also collects residential multi-family and governmental garbage. Multi-family units pay a fee based on the number of units in the complex and/or the size of their garbage dumpster.

The annual cost to the City-Parish for these solid waste management services, as performed by Republic Services, is approximately \$23,000,000.

Clean unbundled woody waste collected in brush trucks by Republic Services is delivered daily to the City-Parish woody waste processor, Natural Resources Recovery, Inc. (NRRI), at this contractor's location on Rafe Meyer Road in north Baton Rouge. The woody waste is processed for beneficial re-use and sold as either mulch or as wood chips for clean fuel. The contractor keeps all profits from the sale of the material. The City-Parish currently pays Natural Resources Recovery, Inc. \$19.90 per ton to process the clean woody waste directed to their facility.

The City-Parish is currently paying Waste Management \$14.45 per ton for operation of the North Landfill.

Solid Waste User Fees

The solid waste management contracts, as referenced above, are financed with solid water user fees and a small subsidy from the General Fund to assist low-income individuals who meet certain eligibility requirements. The solid waste residential user fee is \$20.00 per household per month and multi-family units are assessed monthly rates that cover the cost of the service. These fees are used to cover the costs of the solid waste management services through February 2018. For 2016, solid waste user fees are budgeted at \$32,941,250. The budgeted General Fund subsidy, to assist low-income individuals, is \$75,000 for 2016.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who in conjunction with the City-Parish develop a strategic plan for solid waste management and to develop an RFP for the competitive procurement of solid waste management contracts or a contract for implementation by March 1, 2018.

1.1.2 Goals and Objectives

The Department of Environmental Services desires to procure the services of a qualified Service Provider to develop a strategic plan for solid waste management services for the City of Baton Rouge-Parish of East Baton Rouge (City-Parish). The strategic plan should include items such as best practices in solid management and a comparison of the City-Parish's current practices with those of other jurisdictions of a similar size. The Service Provider will also assist the City-Parish in developing an RFP for the competitive selection of solid waste management services during the

2017 fiscal year (January-December 2017) in order that these services can commence in an orderly fashion on March 1, 2018.

1.2 Definitions

- A. Shall - The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should - The term “should” denote desirable.
- E. Service Provider - Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State - The State of Louisiana.
- H. Department - Department for whom the solicitation is issued.
- I. Director - Director of Purchasing
- J. City-Parish - City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- L. Contract – The written Agreement between the City-Parish and the Service Provider which defines the work to be completed and shall be understood to include the plans, specifications, information for proposers, agreement, notice to proposers, affidavit, RFP, bid bond, contract bond, notice of award, notice to proceed, and change orders, and claims.
- M. Contract Execution – The date on which the Service Provider executes and enters into a Contract with the City-Parish to perform the Work.
- N. Contract Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Contract.
- O. Authorized Representative – City-Parish employees designated by the City-Parish.
- P. Contract Time – The period of time stated in this Contract for the completion of the Work.

1.3 Schedule of Events

Item	Anticipated Schedule
<i>RFP mailed to prospective proposers</i>	<i>May 31, 2016</i>
<i>Deadline to receive written inquiries</i>	<i>June 10, 2016</i>
<i>Deadline to answer written inquiries</i>	<i>June 17, 2016</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>July 7, 2016</i>
<i>Oral discussions with proposers</i>	<i>To be scheduled</i>
<i>Notice of Intent to Award to be mailed</i>	<i>To be scheduled</i>
<i>Contract Initiation</i>	<i>To be scheduled</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name: RESEARCH, PLANNING, AND PRODUCTION OF A STRATEGIC PLAN AND RFP SPECIFICATIONS PROCESS

Solicitation Number: 2008-16- Research, Planning, and Production of a Solid Waste Strategic Plan and an RFP Specifications Process

Proposal Opening Date & Time: July 7, 2016

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
City Hall
222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802-5817

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471,
Baton Rouge, LA 70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;

- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience:**

1. Each Service Provider is required to submit with the Proposal certified supporting data regarding the Service Provider's experience, qualifications, and suitability for the work to be performed including the following information, sworn to under oath by the Service Provider, or, if a corporation, an authorized representative.
2. Service Providers shall have at least ten (10) years of extensive experience in the development of strategic plans for solid waste management services. Service Providers shall have to show proof that their respective strategic plans have been adopted by governmental entities and the Service Provider shall provide a list of those governmental entities that have adopted said plans.
3. Service Providers shall have at least ten (10) years of experience in the development of RFPs for governmental entities for the competitive solicitation for solid waste management services. Service Providers shall provide a list of governmental entities where an RFP was used by a governmental entity to procure solid waste management services.
4. The City-Parish will verify past performance by contacting the client references provided. The Service Provider must list a minimum of five (5) separate and verifiable solid waste strategic plans developed for their respective governmental clients. The Service Provider must list a minimum of five (5) separate and verifiable RFPs for solid waste management services developed for their respective governmental clients.
5. The Service Provider should document his expertise and experience in assisting governmental entities in providing community relations, including the company's ability to create audio/visual presentations and fact sheets.
6. The Service Provider shall submit the company's past two years of audited financial statements or annual reports to demonstrate its current financial condition and stability. The audited financial statements or annual reports shall be prepared by an outside certified public accounting firm for the Service Provider covering two twelve month periods ending December 31, 2014 and 15 or the two most recent fiscal years. The City-Parish will maintain the confidentiality of such financial data to the extent allowed by law.
7. The successful Service Provider shall submit annually the Company's audited financial statements to demonstrate its financial stability for the duration of the contract time period. Failure to provide such information on an annual basis within

30 days of the anniversary date of the Contract may result in the termination of the contract.

8. Availability of the contract managers and key personnel must be identified.
9. Service Providers that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of the Service Provider's obligations under the Contract Documents.

D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.

E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.

F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) electronic copy via compact disk or flash drive, as well as one (1) redacted copy, if applicable (See Section 1.6.).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.”

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A pre-proposal conference will not be held. The Proposer Inquiry period is your sole opportunity for submitting questions and obtaining official responses from the City-Parish concerning this Request for Proposal. (See 1.3 – Schedule of Events).

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46)during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Patti J. Wallace
Purchasing Division
City Hall
222 Saint Louis Street, 8th Floor, Room 826 or P.O. Box 1471
Baton Rouge, LA 70802-5817 Baton Rouge, LA 70821

E-Mail: purchasinginfo@brgov.com Phone: (225) 389-3259 / Fax: (225) 389-4841

1.8 Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee

A proposal guarantee is not required for this RFP.

1.10 Performance Bond

A performance bond is not required for this RFP.

1.11 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence,

contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project.

Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment D) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements - A bond required is not required for this RFP.

1.34 Payment for Services

Each individual department shall pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause - The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 Termination of this Agreement for Convenience - The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3. Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era

Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be

acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The aforementioned solid waste management contracts are scheduled to expire in February of 2018. It is the desire of the City-Parish to solicit proposals from qualified Service Providers to prepare a Strategic Plan to assist the City-Parish in making sound and reasoned decisions regarding solid waste and recycling management. The current solid waste management contracts will expire in February of 2018. During 2017, the City-Parish will need to seek proposals for new solid waste and recycling management contracts, so that they can begin in March of 2018. To prepare for this process, the City/Parish is requesting a thorough assessment of solid waste collection and disposal and recycling/ woody waste re-use options in our region, and the preparation of a Strategic Plan to guide the City-Parish in procuring and implementing our next solid waste and recycling contract.

The Strategic Plan developed and presented to the City/Parish under this agreement should provide critical information needed for decision-making and it should guide the City/Parish toward a balanced waste and recyclables management system that is both environmentally sound and in the best economic interest of our residents. The development of the strategic plan, by the Service Provider, shall also include guiding the City-Parish through the Request for Proposal (RFP) process to procure a solid waste management services contract(s) and assisting the City-Parish in writing the RFP.

2.1.0 The Strategic Plan should address the following:

1.1 Efficiency of Solid Waste Services:

- The Service Provider shall identify opportunities to lower costs, enhance services, and optimize recycling and waste diversion, in all areas of service including garbage, recycling (tires and white goods), bulky waste, vacant lots, etc.

1.2 Frequency of Service:

- The Service Provider shall explore the possibility of going to once a week garbage collection and the cost optimization that may result from this change.

1.3 Yard Waste Collection:

- The Service Provider shall explore the costs and benefits of adding a dedicated day for yard waste collection using carts as the collection vehicle.

1.4 Cart Size:

- The Service Provider shall explore the costs and benefits of offering the option of a 96 gallon recycling cart.
- The Service Provider shall conduct a cost benefit analysis associated with 100% participation rate for recycling by delivering each household a cart.

1.5 Type of Service:

- The Service Provider shall evaluate the costs and benefits of a volume based (Pay-Throw) collection system for garbage recycling.

1.6 Waste Diversion Rates and Goals:

- The Service Provider shall devise a plan to meet current and future waste generation diversion rates and goals.
- The Service Provider shall develop and define a full description of desired materials to divert from the waste stream.
- The Service Provider shall provide a cost analysis for the separation of each item in the waste stream so that the City-Parish can evaluate the cost and benefits of diverting desired materials on an individual basis.

1.7 Review of City-Parish Solid Waste Ordinances:

- The Service Provider shall review the City-Parish's solid waste ordinances to determine if they comply with state and federal regulations in relation to current and future solid waste services.

1.8 Multi-family Residents:

- The Service Provider shall evaluate how the City-Parish should provide solid waste collection services to multi-family residents.
- The Service Provider shall provide data on whether the City-Parish should continue to serve multi-family residents or whether these multi-family residents should contract with private solid waste collection services. Currently, commercial establishments are required to contract with private solid waste contractors.

1.9 Recycling for Multi-family Residents:

- The Service Provider shall evaluate the costs and benefits of providing recycling for apartment tenants.
- The Service Provider shall provide data on how other cities of Baton Rouge's size provide recycling for multi-family tenants.

1.10 Cart Ownership, Distribution, and Repair:

- The Service Provider shall provide recommendations on how the City-Parish should provide carts for solid waste collection and recycling. These recommendations should be based on comparing the City-Parish to other jurisdictions, based on size and demographics.
- The Service Provider shall recommend whether cart service should be contracted out or handled by the City-Parish.
- The Service Provider shall provide data on how cart ownership and distribution is handled in other regions of the United States.

1.11 Efficiency of Green Waste Collection:

- The Service Provider shall evaluate the costs and benefits of having a dedicated collection day and cart for yard waste recycling.
- The Service Provider shall evaluate whether the current unbundled woody waste recycling program can be made more efficient in terms of diverting more materials for beneficial reuse.
- The Service Provider shall evaluate the costs and benefits of separating woody waste collection from bulky waste collection.
- The Service Provider shall evaluate the costs and benefits of collecting bundled yard waste in bio-degradable bags as well as collecting unbundled woody waste in order to increase diversion from our landfill.

1.12 Household Hazardous Materials Collection:

- The Service Provider shall explore options for collecting household hazardous waste on a more consistent basis.
- The Service Provider shall explore more cost-effective alternatives to our current bi-annual contracted household hazardous materials collection.
- The Service Provider shall evaluate the costs and benefits of utilizing curbside call-in collection for household hazardous materials.
- The Service Provider shall evaluate the costs and benefits of having a permanent household hazardous materials collection facility that is open several days a week.

1.13 Fats, Oils, and Grease (FOG):

- The Service Provider shall evaluate the costs and benefits of establishing a FOG program that would recycle fats, oils, and grease in order to limit disposal into our sewer system which is a mounting problem.
- The Service Provider shall evaluate the feasibility of utilizing reusable disposal canisters for recycling fats, oils, and grease.
- Residents could place canisters at the curb and have a new one delivered at pickup.

1.14 Recycling Markets, including Glass:

- The Service Provider shall advise the City-Parish on what best practices are with respect to glass recycling including whether collection should be single-stream or dual stream.

1.15 Bulky Waste and Vacant Lot Pickup:

- The Service Provider shall advise the City-Parish on what best practices are with respect to collecting bulky waste and implementing vacant lot pickup.
- The Service Provider shall advise the City-Parish on what the most efficient methods increasing collection efficiency in this area.

1.16 Routing:

- The Service Provider shall evaluate the existing solid waste collection routes to determine if there are more efficient ways to route solid waste handling vehicles in Baton Rouge.
- The Service Provider shall develop a proposed plan to balance the services per day to ensure proper asset utilization.

1.17 Call Center Efficiency:

- The Service Provider shall evaluate how the City-Parish's Q-Alert system for solid waste management complaints/calls can be made more efficient.
- The Service Provider shall advise the City-Parish on what steps can be taken to increase accountability by City-Parish and its contractors.

1.18 North Landfill Site:

- The Service Provider shall make recommendations on the appropriateness of the in-parish tipping fee and the out-of-parish tipping fee at the North Landfill.
- The Service Provider shall advise the City-Parish on better ways to utilize gas produced at the North Landfill.
- The Service Provider shall evaluate the cost and benefits of operating a mixed waste processing facility or a materials recycling facility at the North Landfill.

1.19 Bundling of Services in Bid Documents:

- The Service Provider shall evaluate the benefits of bundling one or more or all solid waste services under one contractor versus the benefits of breaking one or more services out.
- The Service Provider shall recommend best practices for evaluating proposals for both single line services and for the bundling of all services.

1.20 Resident Opinion:

- The Service Provider shall utilize a polling service to conduct a poll of Baton Rouge residents to determine what services residents expect, need, and prefer for waste and recycling collection.
- The poll shall include, but is not limited to topics such as once a week collection and whether residents would be willing to pay for increased services.

1.21 Public Outreach:

- The Service Provider shall advise the City-Parish on the best ways and best practices to educate residents on solid waste services.
- The Servicer Provider shall advise the City-Parish on whether this should be in the scope of services for future solid waste management contracts or should this be a task undertaken by the City-Parish management.

1.22 Financial Review of Solid Waste Funding:

- The Service Provider shall review the solid waste user fee with respect to whether it is adequate to fund current and long-term needs of the City-Parish.
- The Service Provider shall rank the City-Parish’s solid waste user fee with cities and/or counties (parishes) of a similar to size to determine whether our fee is reasonable for the services that we deliver.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin upon the issuance of a Notice to Proceed. This shall be a multi-year agreement with Phase I of the contract resulting in the development of a Strategic Plan for solid waste services. Phase I of this contract shall be for a term of 365 days from the Notice to Proceed. Phase II of this contract shall be for the development of an RFP for a competitive solicitation for a solid waste management services contract(s). It will begin with the issuance of a second Notice to Proceed and shall end on March 31, 2018, after the successful issuance of a new contract(s) for solid waste management services. This multi-year agreement is subject to Section 1.35.3 Termination for Lack of Appropriated Funds.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment A. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

2.4.0 Deliverables

1.1 Overview:

- The Service Provider’s overall objective will be to produce a Strategic Plan and assist the City-Parish with RFP preparation. The Strategic Plan will identify alternative administrative, operational, and business arrangements that can maintain the annual level of City-Parish solid waste management expenditures, while allowing for upgrades in service to increase efficiency and maximize waste diversion, through Tasks as outlined below.

1.2 Task 1 – Planning:

- The Service Provider shall obtain and review information regarding existing solid waste management contracts and practices in the City-Parish.
- The review will focus on residentially generated, collected, processed and disposed solid waste, unbundled woody waste, bulky waste, and recyclables.

- The Service Provider will review the services the City-Parish currently provides and develop recommendations for alternative scenarios.
- The Service Provider will provide the City-Parish with a listing of information it requires to review. This listing will be sent to the City-Parish to be assembled in advance of a Contractor field trip.
- The Service Provider will conduct up to five field trips to the City-Parish during the planning phase.
- Field Trip Number 1:
 - The Service Provider will initially meet with City-Parish staff to review the information gathered per the Service Provider's initial request.
 - City-Parish staff will then accompany the Service Provider on a comprehensive tour of solid waste/recyclables operations as well as conduct staff interviews on administrative functionality and costs. During this time, the Service Provider will seek to gain a full understanding of the information provided by our current solid waste service providers (e.g. Progressive Waste Solutions, Inc., Republic Services, Natural Resource Recovery Inc., Waste Management) and City-Parish management.
 - Meetings will be held with City-Parish decision makers and staff to understand the various functions and costs by budget category.
 - To the extent available, the City-Parish will also provide the Service Provider with statistics on the nature of complaints registered over the past two years by residents.
 - All current solid waste management contracts will be reviewed.
 - The Service Provider will review the solid waste and recycling marketplace in East Baton Rouge Parish (EBRP) and in the southeastern Louisiana region in an effort to identify opportunities and business relationships for the City to consider regarding solid waste and recycling collection, processing and disposal services.
 - Meetings will be scheduled with representatives of the major service providers in an effort to understand their perspective on the EBRP marketplace and to identify opportunities to pursue partnerships with the City-Parish, considering glass markets in particular.
 - The Service Provider shall review City and State regulatory and ordinance statutes and recommend possible changes for the future. This will provide a regulatory basis to make sure that any alternatives comply with local and state laws.
- Field Trip Number 2
 - The Service Provider shall seek to identify concerns and ideas of elected officials, City-Parish management, and citizens.
 - The Service Provider shall conduct meetings with City-Parish elected officials and management to discuss trends in solid waste management that local governments are implementing in efforts to reduce cost while maintaining and/or improving services and maximizing waste diversion. A focus of the discussion will be on the concerns that need to be taken

into account in developing alternatives, and examining any alternatives or service approaches the City-Parish has indicated should be reviewed.

- The Service Provider shall benchmark City-Parish Services in comparison to other similarly sized cities in the south, southwest and southeast region.
- The Service Provider shall rely upon its internal database as well as survey additional cities.
- The choice of the cities will be made with input from the City-Parish. A minimum of eight (8) different locations will be compared to the City-Parish, and recommendations will be made for model cities for public officials to visit.
- The Service Provider shall develop a listing of strategies to be considered by the City-Parish and work up each strategy programmatically.
- The list will include an outline of resources needed to implement, associated costs, and a time line to accomplish changes suggested and potential cost savings/service increases/service decreases.

1.3 Task 2 – Public Survey:

- The Service Provider shall conduct a telephone survey or poll to determine resident’s views on the identified alternatives being put forward for consideration.
- The Service Provider shall develop a questionnaire, to be reviewed and approved by the City-Parish and a pollster.
- The survey will then be compiled and sent out by the pollster, who will be retained as a Service Provider sub-consultant.
- The pollster will conduct the survey and analyze the results and provide a report to the Service Provider and the City-Parish.
- A conference call will be held to discuss the results of the survey.
- The Service Provider shall provide analysis and expertise to assist the City-Parish in developing the final listing of strategies to be included in the Final Report.

1.4 Task 3 – Preparation of Draft Strategic Plan:

- The Service Provider shall prepare and submit a draft Strategic Plan for review and comment by staff.
- The Service Provider shall present the report utilizing Microsoft PowerPoint to enhance its usability in briefings and meetings internally to decision makers and publicly as well. This information will be assembled both electronically and in written hard copy format. Supporting exhibits, information, and analysis will be appended as necessary to provide backup to the work presented, using Word and Excel Microsoft software.
- Field Trip Number 3:
 - During this field trip, the Service Provider shall make a presentation to City-Parish management to discuss the findings of the draft report, provide recommendations, and seek input from City-Parish management on any revisions that need to be made to the report

1.5 Task 4 – Public Meetings:

- Field Trip Number 4:
 - During this field trip the Service Provider shall, with the assistance of City-Parish management, present the recommendations in the draft report in briefings to elected officials in an informal setting.
 - The Service Provider shall assist City-Parish management in reviewing the strategies identified above and assist in selecting an approach that can be used for presenting the recommendations in public meetings to stakeholders and residents at public meetings.
 - The Service Provider shall provide support information for briefings and the facilitation of meetings as requested by the City-Parish.

1.6 Task 5 – Preparation of Final Strategic Plan:

- After discussing the results of presenting the draft report with elected officials, stakeholders, and residents in public meetings, the Service Provider shall prepare a final report to cover the following:
 - Review of the collection/processing cost analysis, and alternative service recommendations per objectives as outlined above.
 - Public survey results:
 - Determination of preferences for services to be included in the Bid Specification or Request for Proposal (RFP).
 - Suggest modifications to the residential collection/processing services based on above research in areas outlined above.

1.7 Metropolitan Council Meeting:

- Field Trip Number 5:
 - During this field trip, the Service Provider shall present its final report to the Metropolitan Council for discussion.
 - Should the Metropolitan Council request any changes to the final report, the Service Provider shall work with City-Parish management to make those changes and prepare a revised final report.

1.8 RFP Preparation and Process Oversight:

- After the adoption of a strategic plan by the City-Parish, the Service Provider shall prepare bid and/or RFP specifications for the procurement of a solid waste management services contract(s).
- City-Parish management will review these specifications and provide any recommendations for changes, if necessary.
- The Service Provider shall manage the overall bid and/or RFP process to the point of contract signing by the winning contractor(s).

1.9 Preparation of Schedule:

- The Service Provider will submit a detailed Schedule by Task.

2.5 Location

The tasks proposed under this RFP shall be performed at the Service Provider’s place of business and during the five field trips described above. The City-Parish reserves the right to request additional field trips to Baton Rouge as required. Should site visits to other jurisdictions be required, the City-Parish must approve these requests. Service Providers should factor these contingencies in their cost proposal.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and schedules for developing the strategic plan as outlined in the scope of work.
- Plans and schedules for developing the RFP for the solicitation of solid waste management services.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

PART III EVALUATION

All proposals received in response to this RFP will be evaluated by an Evaluation Committee in a manner consistent with the EBR City Parish ordinance, rules, policies, and evaluation criteria established in this RFP.

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer.

This is a Multiple Stage solicitation.

Stage 1: Determination of Responsiveness

In Stage One of the process, the evaluation committee will review all proposals timely received to determine their responsiveness to the RFP. Non-responsive proposals (proposals that fail to

conform to all material respects of this RFP) will be disqualified from further consideration and will not move on to stage two.

The City reserves the right to disqualify any proposal for:

- (a) a violation of a requirement of this RFP, including significant deviations or exceptions;
- (b) unlawful or unethical conduct; or
- (c) a change in circumstances that, had the change been known at the time the proposal was submitted would have caused the proposal to be disqualified or not have the highest score.

Proposals determined to be non-responsive (those not conforming to RFP requirements) will be eliminated.

Stage 2: Detailed Technical Evaluation

Stage Two will consist of a detailed evaluation of the proposals that have not been disqualified in Stage One. A committee will evaluate proposals against the weighted **Technical Criteria** identified in the RFP.

Each area of the evaluation criteria **Must** be addressed in detail in the proposal.

Only those Proposals that achieve 75% of the possible Total Technical score (488 points) will proceed on to Stage 3: Cost Proposal Evaluation. Proposals with a score of less than the minimum required technical score will be deemed unacceptable and ineligible for further consideration.

3.1 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to the categories listed below. Evaluation criteria dealing with these categories are also listed.

Qualifications and Experience (Possible 250 Points)

- Company's years of experience in developing solid waste strategic plans for governmental entities
- Company's years of experience as a Prime Service Provider in the development of solid waste strategic plans for governmental entities
- Experience in evaluating the efficiency of solid waste services including routing
- Experience in evaluating the types of solid waste management services that governmental entities may use to achieve the goal of collecting and properly disposing of solid waste
- Experience in developing recycling plans that include waste diversion rates and

- goals as well as developing cost analyses for such plans
- Experience in evaluating options for the delivery of solid waste collection services to multi-family residents as well as recycling services
- Experience in evaluating the costs and benefits of green waste collection
- Experience in evaluating the costs and benefits household hazardous materials collection
- Experience in evaluating the costs and benefits of including a fats, oils, and grease (FOG) program within an overall solid waste management program
- Experience in evaluating current recycling markets
- Experience in review solid waste ordinances so as to determine if they comply with state and federal regulations
- Experience in evaluating solid waste user fees and landfill tipping to determine their adequacy in meeting current and future needs of a governmental entity
- Experience and expertise in community relations
- Experience in developing RFPs for the procurement of solid waste management services for a governmental entity including a list of clients that have successfully procured such services utilizing the Service Provider's RFP
- List of references in related services
- Company's financial condition and stability demonstrated by audited financial statement

Resources and Availability (Possible 200 Points)

- Availability, quality, and quantity of data available to use in evaluating a governmental entity's ability to deliver quality solid waste management services
- Time required to mobilize team in order to develop a solid waste strategic plan
- Resume of key personnel
- Subcontract plan including the percentage of work the Service Provider may subcontract
- Commitment to other clients
- Effort to utilize Minority and Women owned businesses

Project Management (Possible 200 Points)

- Organization plan and chain of command
- Project management methods including data management, project tracking tools, and schedule controls
- Ability to communicate with the City-Parish and team members during the development of a solid waste strategic plan
- Ability to communicate with the City-Parish and team members during the development of an RFP for the solicitation of solid waste management services
- Experience in supervising subcontractors

Stage 3: Cost Proposal Evaluation

Proposals successful in the Technical Evaluation will advance to Stage 3 Cost Proposal Evaluation as follows:

Cost Evaluation

25 % of the available TOTAL points

The proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other proposers will receive cost points in accordance with the following $CC = (LPC/PC \text{ divided by } MAP)$. $CC =$ computed cost, $LPC =$ lowest proposed cost, $PC =$ proposer's cost and $MAP =$ maximum allocated points.

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

3.2 Financial Proposal (Minimum Value of 25 pts./%)

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment A. Prices proposed shall be firm.

The cost(s) provided in proposal response will be used in the Financial Evaluation Model to calculate lowest evaluated cost.

Note: The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of City-Parish.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

The successful Service Provider resulting from this RFP will be responsible for the completion of all services set out in this RFP (including attachments) as may be amended. All services are subject to inspection and evaluation by the City. The City will employ all reasonable means to ensure that services are progressing and being performed in compliance with the Contract and the Service Provider must cooperate with such efforts.

4.2 Performance Measurement/Evaluation

Performance Measurement and Evaluation are discussed in **SCOPE OF SERVICES**.

Part V. FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

5.1 CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

5.2 ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.3 CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.4 ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.5 CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.6 ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.



Attachment A

Price Schedule



**ATTACHMENT A
PRICING SCHEDULE**

Preparation of Strategic Plan (Based on Scope of Work):

- 1. Planning: _____
- 2. Public Survey: _____
- 3. Draft Strategic Plan: _____
- 4. Public Meetings: _____
- 5. Final Strategic Plan: _____

RFP Preparation for Solid Waste Management Services and Process Oversight:

- 1. Preparation of bid and/or RFP Specifications: _____
- 2. Management of RFP selection process: _____

Travel Expenses:

- 1. Minimum of five field trips for Strategic Plan and RFP: _____

Total Costs: _____

Other Cost Issues:

- 1. Professional Service Rates:

Service Providers shall provide a list of professional service hourly rates, by employee classification, to invoice the City-Parish for man hours worked under this RFP. This will assist the City-Parish to track costs, by professional classification. In no case shall the hourly rates multiplied by man hours exceed the **Total Cost** of the contract sited above.



ATTACHMENT B
PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until (time) PM, Local Time (date) by the Purchasing Division, Room 309, Municipal Building, 100 St. Ferdinand St., Baton Rouge, Louisiana. Immediately after (time) P.M. of the same day and date, proposals will be publicly opened in Room 312 of the Municipal Building.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Research, Planning, and Production of a Solid Waste Management Strategic Plan and RFP Specifications Process

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the

services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about _____ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

(NOTE: may or may not be required for all proposals) Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$_____ payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

***Research, Planning, and Production of a Solid Waste Management Strategic Plan and RFP
Specifications Process***

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20__.
Baton Rouge, Louisiana.

NOTARY PUBLIC

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of
Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the
Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly
certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears
of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY



Attachment C

Insurance Requirements for Research, Planning, and Production of a Solid Waste Management Strategic Plan and RFP Specifications Process

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
- B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$1,000,000
-----------------------	-------------
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge,
Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



Attachment D

Sample Contract for Research, Planning, and Production of a Solid Waste Management Strategic Plan and RFP Specifications Process

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and _____ herein referred to as “Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*)”.

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of _____ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City- Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide _____ (*define City-Parish responsibilities here*) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within ___days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ___ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time by giving ___days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ___days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of ___days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**
Parish

By _____

Title _____

Consultant

By _____

Title _____

Typed Name and Title