

# REQUEST FOR PROPOSAL



FOR

OPERATIONS AND MAINTENANCE SERVICES FOR THE WASTEWATER TREATMENT  
FACILITIES

**Solicitation No.: 20008-A22-10**

RELEASE DATE: JULY 22, 2022

**RFP DUE DATE: SEPTEMBER 22, 2022 AT 2:00 PM CDT**

CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE  
OFFICE OF THE MAYOR-PRESIDENT  
DIVISION OF PURCHASING

**KEY REMINDERS TO PROSPECTIVE PROPOSERS**

1. Read the solicitation in its entirety.
2. Contact the designated purchasing official only.
3. Take advantage of the question and answer period.
4. Provide complete answers and descriptions.
5. Review the RFP and your proposal before submitting.
6. Submit your proposal on time, before the deadline.
7. Sign (by authorized signatory) in designated place on **Attachment G – Pricing Schedule**.
8. Retain the complete set of specifications and contract documents for your files.

## REQUEST FOR PROPOSAL

### 1.0 GENERAL INSTRUCTIONS

The City of Baton Rouge | Parish of East Baton Rouge, Louisiana (City-Parish) will receive sealed proposals consisting of a “Request for Proposal” for the following project:

OPERATIONS AND MAINTENANCE SERVICES FOR THE WASTEWATER TREATMENT FACILITIES

**City of Baton Rouge | Parish of Baton Rouge, Division of Purchasing  
Solicitation No. 20008-A22-10**

### 1.1 Proposal Submittal Requirements

**The Proposer shall provide a Technical Proposal and a Cost Proposal in separate sealed envelopes, with the labels “Technical Proposal” and “Cost Proposal” clearly visible on the cover of the two respective sealed envelopes, and submit the two sealed envelopes, within a single proposal package.**

The proposal package front cover must be clearly marked with the following statement:

**“Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities,  
Solicitation No. 20008-A22-10”**

The proposers shall submit the proposal package to the Purchasing Division, directed to the following:

Attention: Director of Purchasing  
P.O. Box 1471  
Baton Rouge, LA 70821

The City-Parish shall receive proposal package at the following location no later than:

**September 22, 2022, by 2:00 p.m. (Central Daylight Time)**

Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division  
222 Saint Louis Street  
8<sup>th</sup> Floor, Rm. 826  
Baton Rouge, LA 70802

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

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **September 22, 2022, by 2:00 p.m.**, CDT.

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

- One (1) signed hardcopy of the original proposal in a sealed envelope, marked [Original] **“Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities, Request for Proposal # 20008-A22-10”**; six (6) additional hardcopies of the signed proposal in a sealed envelope, marked [Copy] **“Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities, Request for Proposal # 20008-A22-10”**; two (2) digitally signed proposal on CD/USB drive in PDF format, marked **“Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities, Request for Proposal # 20008-A22-10”**; and one (1) redacted copy of vendor’s proposal.
- A signed cover letter including the company’s name, address, Proposer’s name, Proposer’s title, Proposer’s telephone number, and Proposer’s email address.
- Summary of Proposer’s qualifications and experiences that relate to the ability to perform the Operations and Maintenance Services for the Wastewater Treatment Facilities as outlined and requested in this RFP.
- All required attachments to be submitted along with both the electronic and hardcopy proposal submissions.

Proposers should ensure to notate clearly the **Name of the Proposer**, the **Solicitation Number**, and the **Title of the RFP**. This information is critical to the Purchasing Division to identify proposals.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the key personnel performing the services.

Copies of the solicitation and related information are available from the City-Parish’s Purchasing Division and the state’s Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

The City-Parish has elected to use LaPAC, the state’s online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing’s website and is available for vendor self-enrollment.

The website can be accessed using this link:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>

The 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. Though not required, if receiving solicitation and addenda notices from LaPAC, the City-Parish will mail addenda to all vendors contacting our office and requesting to be

put on our office Vendor Listing for this solicitation.

## 1.2 Receipt of Proposals

**PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.** The City-Parish will NOT accept proposals received after the submission deadline.

## 1.3 Mandatory Pre-proposal Conference

A **mandatory pre-proposal conference** will be held with all the proposers at the following location:

Purchasing Division,  
222 Saint Louis Street  
8th Floor, Rm. 804  
Baton Rouge, LA 70802

During the mandatory pre-proposal meeting, each proposer will have the opportunity to discuss this RFP and ask questions pertinent to this solicitation.

## 1.4 Proposer Inquiries

Proposers shall submit **ONLY** written questions related to the proposal no later than **5:00 PM CDT on September 9, 2022** to:

Kris Goranson  
Director  
Purchasing Division  
P.O. Box 1471  
Baton Rouge, LA 70821  
Email: [20008-A22-10-OPER\\_MAINT@brla.gov](mailto:20008-A22-10-OPER_MAINT@brla.gov)  
Fax: (225) 389-4841

or **deliver by hand** to the physical location

222 Saint Louis Street, Rm. 826  
Baton Rouge, LA 70802

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

Questions received before the pre-proposal conference will be responded to at the pre-proposal conference. Any additional questions after the pre-proposal conference must be addressed to Mr. Goranson in the same manner and must be received **no later than two weeks** prior to the proposal due date due to the Labor Day holiday. Addenda may be issued to respond to questions received after the pre-proposal conference. It is anticipated to issue multiple addenda during the advertisement period to ensure timely responses with no extension of response time.

*It is the sole responsibility of the Proposers to watch for any Addenda the City-Parish issues pertinent to this RFP solicitation. The City-Parish does not accept any responsibility or liability if Proposers fail to check for addenda and therefore submit incomplete or inaccurate Proposals.*

**By responding to this RFP, the Proposer agrees to the City-Parish's required Contract Terms and Conditions as provided in the Sample Draft Professional Services Agreement in Attachment E and therefore waives any future right to contest the required provisions.**

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## 2.0 INTRODUCTION

### 2.1 Background

#### 2.1.1 Overview of City-Parish Wastewater Treatment Facilities

The City of Baton Rouge /Parish of East Baton Rouge (City-Parish) owns and manages two (2) regional wastewater treatment facilities (WWTF), approximately 500 pump stations, a network of wastewater collection system and Sanitary Sewer Overflow (SSO) mitigation facilities such as the equalization storage tank. The collection system and equalization storage tank in the North Basin will continue to be managed by the City-Parish.

The City-Parish’s Department of Environmental Services (DES) manages and operates the two WWTFs. The DES currently contracts for the major maintenance of the two WWTFs through one-year renewable contracts for equipment maintenance, repair and replacements.

The City-Parish is engaging in a competitive solicitation process to establish a long-term public – private partnership to provide operations, maintenance and asset management for the two WWTFs. This solicitation, hereinafter, is also referred to as the “Project” or “Service”.

**Location:** The two treatment facilities covered under this RFP are located at:

- **North WWTF:** 50 Woodpecker Avenue, Baton Rouge, LA, 70807
- **South WWTF:** 2850 Gardere Lane, Baton Rouge, LA, 70820

The WWTF’s have the following respective processes and capacities:

- **North Wastewater Treatment Facility (NWWTF):** This is a trickling filter system with conventional pretreatment (screening, grit, primary clarifiers). Raw sewage is delivered to the facility through gravity and force main systems. The flow passes through parallel headworks where it is screened and de-gritted and flows to Primary Settling Tanks. The combined primary effluent is pumped to the Trickling Filters, Final Settling Tanks and sodium hypochlorite disinfection. An effluent pump station transmits treated sewage to the Mississippi River during high river stages. At all other times, effluent is discharged by gravity.

The facility is designed for peak flow handling of 130 MGD. The distribution of primary effluent flows is managed through splitter boxes that direct flows to banks of Trickling Filters.

Though there is no equalization within the facility, there is flow equalization within the collection system serving the North facility. Facility staff contact SCADA Division to request that flow in the collection system be diverted to equalization.

Primary and secondary solids are thickened through Gravity Thickeners and Gravity Belt Thickeners before being processed through Mesophilic Anaerobic Digestion, dewatered by Belt Filter Presses and trucked to Landfill for disposal.

The process flow diagram, in **Appendix A**, offers more details about the flow management arrangement.

- **South Wastewater Treatment Facility (SWWTF):** This facility uses a combination of Trickling Filters and Contact Stabilization for BOD removal. The process can be operated in series or in parallel depending on flows or operations method (see below). Sewage is delivered to the facility via gravity and force mains. A lift station conveys the gravity flow into the headworks. Another pump station can divert pumped raw sewage (force main source) to the headworks and/or to equalization basin tanks. Preliminary and primary treatment is provided by drum screens, vortex de-gritters and primary clarifiers.

Under normal operations primary effluent is pumped to the Trickle Filters flows, to the Contact Stabilization Tanks for additional aeration, through Final Settling Tanks, and sodium hypochlorite disinfection. An effluent pump station conveys treated sewage to the Mississippi River. A portion of treated effluent is reused within the facility (non-potable water system).

Primary and secondary solids are thickened through Gravity Thickeners before being processed through Mesophilic Anaerobic Digestion, dewatered by Belt Filter Presses and trucked to Landfill for disposal. The City-Parish is currently conducting a project to replace the Belt Filter Presses and install Screw Presses for digester sludge dewatering.

The facility can accept up to 366 MGD. Flows in excess of 205 MGD are diverted to the equalization basin tank for later processing as peak flows subside. Three distinct operating schemes are deployed for secondary treatment depending on the flow through the headworks. The process flow management involves the following scenarios:

- Flows up to 120 MGD: These flows are treated in sequence through the trickling filters and contact basins.
- Flows in excess of 120 MGD: The excess bypasses primary treatment and is delivered directly to the contact basins. Two separate treatment schemes are then employed depending on whether the flow is less or greater than 175 MGD.

The process flow diagram and “South WWTF Scenarios” in **Appendix A**, provide additional details.

### 2.1.2 Discussion of Consent Decrees

The City and Parish are under a Consent Decree for Clean Water Act compliance issues including:

- Failure to meet the 85% treatment rule at the WWTFs
- Discharging untreated sewage from the WWTFs
- Sanitary sewer overflows in the collection system. The City-Parish’s strategies for dealing with SSOs include the operation of satellite equalization storage tanks in the North Basin, equalization basin at the South WWTF, and the rapid transmission of sewage during and after rain events to the facilities.

The Consent Decree, originally issued in 2002, has been modified twice (2009 and 2013). The relevant documents can be obtained from the website at <https://www.deq.louisiana.gov/page/edms>

### 2.1.3 Discussion of current performance relative to Louisiana Pollutant Discharge Elimination System (LPDES)

- The Agency Interest (AI) Number for the NWWTF is: 4843

- The AI Number for the SWWTF is: 4841

The relevant documents can be obtained from the website at <https://www.deq.louisiana.gov/page/edms>

Facility performance data for the period 2019-2022 (influent, effluent and process data) are provided in **Appendix A**.

Wet weather flow management is a particularly challenging issue for the facilities because of the large increase in influent flows that can be encountered. At the present time, the facilities do not have direct access to the Supervisory Control and Data Acquisition (SCADA) system for the sewer network and do not have predictive ability to take preparatory actions ahead of the receipt of storm flows besides monitoring weather radars and receiving weather-related alerts. However, the regional pump stations within the collection system are programmed to buffer wet weather flows as much as possible. Other adjustments can be made by the SCADA division at the request of the WWTF personnel as described in the NTF and STF Process Control Strategies, which are included in Appendix A. Operational strategies, which are briefly discussed above are also depicted in the respective process flow diagrams.

#### 2.1.4 Current approach to maintenance

The City-Parish uses a combination of in-house maintenance personnel and contract resources to execute the preventive and corrective maintenance functions at the Facilities. Information on current staffing and contracted maintenance providers are included in **Appendix B**.

## 2.2 Intent

Through this solicitation process, the City-Parish intends to select and enter into a long term agreement with a qualified entity for the management, operation and maintenance of the two (2) City-Parish-owned wastewater treatment facilities.

Pursuant to this RFP and the selection process, the City-Parish intends to establish an agreement for an initial period of ten (10) years for this solicitation, with an option for the City-Parish to extend the contract term for one additional ten (10) year term, subject to the parties entering into a mutually acceptable contract amendment, prior to the end of the first 10-year term.

#### 2.2.1 Proposer Responsibility

The City-Parish envisions that the entity selected for the long-term contract operations agreement will be responsible for the management, operations, routine maintenance, repair and replacements of the following assets:

##### a. Wastewater Treatment Facilities, including

- Wastewater treatment unit processes, backup power generation and associated assets;
- Collection of routine and special samples for facility performance and process control;
- Sludge management unit processes and associated assets including loading of sludge into trailers; and
- Coordination with the SCADA Division operations for management of wet weather flows to the two WWTFs when possible.

## **b. Communication, Monitoring and Control Systems**

The City-Parish intends to maintain operations of the collection system in-house. Control of flows within the collection system will be managed by the City-Parish SCADA Division. Real-time communications between the City-Parish and the personnel at the two WWTFs is critical to managing flows at the facilities and adjusting operations to manage the flows. The City-Parish is currently pursuing a project to allow for interconnection of collection system SCADA (including flow readings) to the SCADA systems of the WWTFs. This would enable personnel at the WWTFs and collection system network managers to monitor the flows conveyed to the WWTFs.

### **2.2.2 City-Parish Responsibility**

The City-Parish will continue to maintain oversight and be responsible for the operation, maintenance and management of key functions including the following:

- The City-Parish’s wastewater collection system including the City-Parish-owned pump stations and the North Basin Equalization facilities;
- Industrial pre-treatment program;
- Sludge hauling from the WWTFs and subsequent disposal of that sludge;
- Stormwater management reporting for the facilities;
- Management of the City-Parish’s existing Consent Decree with regulatory agencies;
- Planning, funding, and implementation of major capital projects;
- Establishing and managing wastewater rates and charges for retail and wholesale services; and
- Other functions that support wastewater services including sewer billing, collection, and customer services.

Regulatory testing is done by a third-party laboratory and will not be a part of the contractor’s scope of work. The process control testing currently performed by City-Parish staff, as included in Appendix A, will not be a part of the contractor’s scope. This does not preclude the Proposer from performing testing and analyses for its own purposes.

## **2.3 Objectives**

Through this solicitation and subsequent selection of a contract operator, the City-Parish expects the contract operator to help achieve the following economic, environmental, social, and organizational objectives.

### **2.3.1 Best-in-Class Performance**

The City-Parish’s overall objectives are to achieve best-in-class performance in its wastewater operations with respect to environmental footprint, system and compliance management, and financial performance.

#### **a. LPDES Permit**

The City-Parish expects the performance of the wastewater system to be in full compliance with the LPDES permit. The City-Parish also expects the partnership to result in continued improvements in SSO mitigation through highly effective management of stormwater-related inflows at the facilities.

As there is potential for modified/additional permit requirements in subsequent permit cycles, the contractor will be expected to work with the City-Parish to ensure compliance with all existing and future permit requirements. To the extent that permit requirements are changed in the future, the Contractor shall make all reasonable efforts to meet requirements with existing assets at the two WWTFs. Any additional operating costs associated with these changes shall be identified as soon as these changes are proposed by regulatory authorities and the Contractor and City-Parish will negotiate fair and reasonable adjustments.

If the new limits cannot be achieved with existing facilities, the contractor shall identify any capital improvements that will be required. The City-Parish will be responsible for implementation of these improvements in coordination with the Contractor. The City-Parish reserves the right to obtain third-party review and/or design of all proposed operational changes and capital improvements and to assess the most cost-effective manner of reaching new regulatory standards.

b. Digester Gas Utilization

The City-Parish is seeking improvements in the utilization of digester gas and reduce or eliminate the use of natural gas for sludge heating. Additional beneficial uses of Digester Gas proposed by the Contractor may be considered, only to the extent that they are financially beneficial and support operational efficiency.

c. Sludge Quality

The City-Parish currently disposes of its wastewater sludges at a City-Parish-owned landfill. The contract operator's sludge dewatering performance at the two WWTFs shall be consistent and fully aligned with this disposal approach. The City-Parish is currently evaluating replacing its belt filter presses at the South facility with screw presses. Barring an unsuccessful bid process, the City-Parish expects the screw presses installed prior to year 2025. Information is provided in **Appendix C** on this project.

### 2.3.2 Economic Effectiveness

The City-Parish's economic objectives include cost efficiencies and effective accounting and reporting of operations and capital costs of wastewater treatment services. Key objectives include:

a. Cost minimization

Cost efficiencies through sound asset management approaches and operational efficiencies.

b. Effective Accounting and Controls

The contract operator should maintain O&M costs delineated at the major unit process level including pumping, various primary and secondary processes, disinfection, sludge management, and other variable costs including chemicals, electricity and gas purchases, etc. Similarly, contractor must delineate and maintain adequate accounting of all minor and/or major capital improvements related costs.

The proposer is also *encouraged*, but not required, to identify opportunities for cost offsets through process modifications or other strategies.

### 2.3.3 Asset Management

The City-Parish has the obligation to assure that future generations continue to receive the benefits of the wastewater and energy generation assets being transferred to the contractor's control.

a. Asset Renewal and Replacement

The contractor shall provide continuous predictive, preventive and corrective maintenance, major repairs and replacements as needed to assure that the facilities and associated equipment are fully functional during the term of engagement and are returned to the City-Parish in a fully functional condition at the end of the contract term.

It is the responsibility of the proposer to independently assess the condition of all assets and include any needed, upfront, capital investment costs associated with renewals and replacements. These should be detailed in the offer. The proposer shall submit an asset management fee, scope, and structure as part of the proposal, based on its visual inspections of the WWTFs and other assets, as well as its assessment of facilities' condition based on visual observations and examination of maintenance information provided in **Appendix D**.

The contractor shall conduct periodic condition assessments of all assets at the WWTFs, at a sufficient level of detail, to enable reasonable determinations of remaining useful life, life extension and replacement, and to provide information for capital improvements planning purposes.

b. CMMS and SCADA Systems

The contractor shall maintain systems including a comprehensive Computerized Maintenance Management System (CMMS) for all equipment and facilities and provide an annual report of asset condition specifically addressing this asset management criterion. The City-Parish currently uses the Infor CMMS software for tracking maintenance activities for its two wastewater treatment facilities. The contractor shall assure that all CMMS data developed during the contract period shall be transferrable into the Hansen system (or successor City-Parish system) at the end of the term. The City-Parish also desires to have read-only access to CMMS data during the contract term.

The SCADA systems at the Facilities are stand-alone systems. The contractor shall be responsible for the upkeep, software and hardware upgrades and enhancements (as needed) over the contract term. The City-Parish has a separately managed SCADA system for monitoring and managing its sewer network and transmission systems, which is not part of the contractor's scope.

### 2.3.4 Consent Decree Coordination

The contractor shall be fully conversant with the requirements of the Consent Decree and amendments and coordinate closely with the appropriate DES personnel to assure that the two WWTFs are operated in conformance with the Consent Decree requirements.



### 2.3.5 Management Reporting

The City-Parish requires various types of effective and adequate reports to maintain its ownership of the system and meet all its fiduciary responsibilities and assure efficient management and service delivery.

### 2.3.6 Process Evaluation and Redesign

The identification and proposed resolution of process bottlenecks and other inefficiencies shall be completed in the first year of the engagement. Remediation proposals shall include sufficient detail to enable the City-Parish to reasonably evaluate the efficacy and likely cost of the remediations.

### 2.3.7 Miscellaneous Items

Although not explicitly stated elsewhere herein, the Proposer shall be responsible for all incidentals required to operate and maintain the treatment plant facilities, and to properly support its staff. This includes but is not limited to providing the following: office supplies, cleaning sanitation supplies, concrete/aggregate materials, chemicals, tools, fuel, lubricants, wearing apparel, radios, sampling supplies, any additional furniture, utilities, janitorial and pest control, printing, purchase and or rental of machinery and vehicles (yard mules, boom trucks, forklifts, tractors, carts, manlifts, cranes), facility security and access controls, site lighting.

The Proposer shall also be responsible for landscaping and provide at minimum the standard of service, service types, and frequency of services indicated on an annual basis, as included in the Wastewater Treatment Plant Landscaping contract currently used (reference Exhibit A-33). The Provider shall also provide seasonal freshening of mulch in the "high visibility areas" noted at the South WWTF and pay particular attention to the beautification of all public facing rights-of-way. In addition, the Provider shall be responsible for the maintenance of all areas indicated inside the property maps provided in Exhibit A-31 and A-32, which may include additional areas that are not currently covered in the Wastewater Treatment Plant Landscaping contract; most notably "Tract A," and servitudes outside the security fence along Starwood Court, Port Drive, and Keel Avenue.

By the transition date, the Proposer shall provide all fleet. During the transition period, only City-Parish employees and/or City/Parish contracted companies will be permitted to operate City/Parish owned and rented equipment. City/Parish owned spare parts, tool and machinery inventory will be made available to the Proposer starting at the transition date. The proposer assumes the maintenance and upkeep of all facilities at the WWTFs including City/Parish Buildings, maintenance buildings, storage areas, and employee-housed trailers starting as early as the transition date. This includes cleaning and all required maintenance to mechanical systems.

Items owned and possessed at the City/Parish facilities must be cleared prior to being disposed, as some items may be tagged or trackable. For some specific information technology items, the Proposer will be responsible for coordination with the City-Parish.

### 3.0 PROCUREMENT PROCESS

#### 3.1 Mandatory Pre-Proposal Conference

All proposers will be invited to participate in a 2-hour **Mandatory Pre-Proposal Conference**. The City-Parish will host the mandatory pre-proposal on:

**Friday, July 29<sup>th</sup> from 9:30 am to 11:30 am CDT. This will be an on-site conference only.**

The conference will provide an opportunity for the Proposers to ask questions and seek clarifications, and for the City-Parish staff to provide appropriate responses and discuss relevant issues associated with the RFP.

The City-Parish procurement will share the sign-in sheet, from this mandatory pre-proposal conference, with all the participants.

The City-Parish is limiting each proposer to a maximum of six (6) representatives to participate in this mandatory pre-proposal conference.

#### 3.2 Mandatory Onsite Facilities Tour

All Prime Proposers, who decide to submit a Proposal in response to this solicitation are invited to participate in a **Mandatory Onsite Facilities Tour**.

Each Prime Proposer (including the subcontractors of the Prime Proposer) will be guaranteed one facilities tour of the two WWTFs and related facilities. For each Proposer, the facilities tour will be limited to **three consecutive working days (8:00 am to 5:00 PM CDT)** between Monday and Friday of the week. The facilities tour will provide the Proposer access to all the facilities and related infrastructure and enable a visual inspection of the facilities. Within those three days, the Proposer may conduct any testing the proposer deems necessary to develop operations and maintenance plans and confirm the condition of the facilities. The subcontractors of any Prime Proposer can visit the facilities only along with the Prime Proposer. The City-Parish will not schedule any separate facilities tour for the sub-contractors.

To participate in this mandatory on-site facilities tour, the Prime Proposer must send an email request to the RFP email [20008-A22-10 OPER\\_MAINT@brla.gov](mailto:20008-A22-10_OPER_MAINT@brla.gov), by **Friday, July 29th, 2022**, to schedule the facilities visit.

Site visits will be scheduled based on email requests received on a first-come-first serve basis. The City-Parish will not be able to guarantee a facilities tour, if the interested Proposers do not schedule the visit by the stated deadline. *If time and schedule permits, the City-Parish may accommodate any request for a second visit to the WWTF.* Under no circumstance, will the City-Parish host any facilities tour of the WWTFs after **Friday, August 26<sup>th</sup>, 2022**.

### 3.2.1 Mandatory Facilities Tour Access Periods

The City-Parish has defined the following 3-day facilities tour access periods for each Prime Proposer. Each Prime Proposer can only request and reserve one facilities tour access period. The schedule defined is subject to change based on City-Parish discretion. The City-Parish may schedule additional access periods, if warranted.

Facilities Tour Access Period No.	Access Period Date and Time
Period #1	Monday, August 1 <sup>st</sup> – Wednesday, August 3 <sup>rd</sup>
Period #2	Wednesday, August 3 <sup>rd</sup> – Friday, August 5 <sup>th</sup>
Period #3	Monday, August 8 <sup>th</sup> – Wednesday, August 10 <sup>th</sup>
Period #4	Wednesday, August 10 <sup>th</sup> – Friday, August 12 <sup>th</sup>
Period #5	Monday, August 15 <sup>th</sup> – Wednesday, August 17 <sup>th</sup>
Period #6	Wednesday, August 17 <sup>th</sup> – Friday, August 19 <sup>th</sup>

The City-Parish expects up to eight (8) to ten (10) representatives from the Prime Proposer (including subcontractors) to participate in the mandatory facilities tour. The Proposer, when registering for the mandatory facilities tour, shall provide a list of names of the professionals that will be participating in the mandatory facilities tour.

### 3.3 Information Request and Contact

Proposers shall submit, in writing, any information request and/or questions pertinent to this RFP, in conformance with the procurement schedule listed in Section 3.4 of this RFP. Subject to ready availability of information, the City-Parish shall choose to provide such requested information. Proposers shall forward all written requests for information, via email, only to the following contact:

**Kris Goranson**  
 Director  
 Purchasing Division  
 P.O. Box 1471  
 Baton Rouge, LA 70821  
 Email: [20008-A22-10\\_OPER\\_MAINT@brla.gov](mailto:20008-A22-10_OPER_MAINT@brla.gov)  
 Fax: (225) 389-4841

With the exception of this person, the Proposers are not authorized to contact any other elected official, employee, and consultant of the City-Parish, or WWTF staff, regarding this RFP. Any unauthorized communications during this RFP process may be grounds for disqualification and the Proposer may be eliminated from further consideration.

### 3.4 Schedule

The anticipated procurement schedule is as follows and is subject to change. The City-Parish will provide to all proposers a written notification of change in schedule, as deemed necessary, via an addendum.

#	Expected Activity	Completion Date
1	Issue RFP	July 22, 2022
2	<b>Mandatory Pre-Proposal Conference</b>	<b>July 29, 2022 at 9:30 AM CDT</b>
3	Proposer to Schedule Dates for WWTP Facilities Tours	July 29, 2022
4	Proposers to complete WWTP Facilities Tours	August 1, 2022 through August 26, 2022
5	Deadline to submit written Proposer Questions	September 9, 2022
6	Issue Final Addendums (if any)	September 16, 2022
7	<b>Proposals Due</b>	<b>September 22, 2022 by 2:00 PM CDT</b>
8	Proposer Interviews	October 6, 2022 (date to be confirmed)
9	Proposer Notification	October 14, 2022
10	Negotiations with the Selected Proposer	October 17 to November 11, 2022
11	City-Parish Council Authorization	December 14, 2022
12	<b>Contract Effective Date</b>	<b>January 1, 2023</b>

### 3.5 City of Baton Rouge | Parish of East Baton Rouge Reservation of Rights

Without limitation, the City-Parish, including its agents and designated representatives, reserves and holds at its sole discretion the following rights and options to:

1. Prepare and issue amendments and/or addenda to the RFP prior to the Proposal submission due date and time. Such amendments and/or addenda may provide responses to Proposer questions or may modify and/or cancel any portion of work described in the RFP.
2. Seek clarifications from any or each of the Proposers in order to fully understand the nature of the submissions and evaluate and score the Proposals.
3. Change the date for receipt of Proposals or for any other deadlines listed in this RFP.
4. To accept or reject proposals.
5. To conduct appropriate due diligence investigations on the Proposers during the procurement process and prior to engaging in to a contract agreement.
6. The City-Parish reserves the right, but has no obligation, to waive any errors in the Proposals.
7. The City-Parish reserves the right to terminate this solicitation, if deemed necessary.

### 3.6 Correction of Errors in Proposals

The person authorized to sign the Proposal shall also be responsible for acknowledging any corrections to the Proposal, and must initial all such corrections.

### 3.7 Disclosure to Third Parties

Without limitation, the Proposals received in response to this RFP solicitation will become the property of the City-Parish and will not be returned. Any non-proprietary information presented in the Proposals shall be released to third parties, subject to Freedom of Information Act (FOIA) guidelines, only on completion of this procurement process.

Proposer shall clearly indicate in their proposal submission proprietary material that is subject to non-disclosure.

The Proposer acknowledges and agrees that the City-Parish will not be responsible or liable in any way for any losses or damage that the Proposer may suffer from the disclosure of information or materials to third parties.

### 3.8 Proposer Expenses

The Proposers shall bear all costs and other expenses incurred in the preparation of the Proposal including attendance at pre-proposal conferences and/or interviews, any or all visits to the WWTP for facilities tour(s), and meetings with or presentations to the City-Parish during the procurement, selection, and contract agreement development process. The City-Parish accepts no liability for any such costs and Proposer cannot file any claims with the City-Parish for reimbursement of the costs and expenses associated with this procurement process.

### 3.9 Reference Documents

During the RFP solicitation process, the City-Parish will make available relevant reference documents for Proposers to review. The City-Parish will provide access to these documents via a File Transfer Protocol (FTP) site. Proposers may be required to pay for copying costs and shipping arrangements for documents the Proposers request in paper form.

The City-Parish will strive to provide complete and reliable information in the RFP and the Appendices. However, the City-Parish bears no responsibility for the completeness or total accuracy of specific technical and background information presented in this RFP, and for other reference documents provided or made available during this solicitation process.

The City-Parish, its agents, or its consultants, will not be held liable for or be responsible for any statements or explanations provided other than those that the City-Parish provides in writing and issues via the Addendum process.

Should a Proposer find omissions or exceptions in this RFP document and related documents, the Proposer shall immediately notify, in writing, the City-Parish's contact listed for this RFP. The City-Parish, at its discretion, will issue a written addendum, if necessary, and notify all the Proposers via email.

### 3.10 Sample Draft Professional Services Agreement

The City-Parish expects to utilize the Sample Draft Professional Services Agreement presented in **Attachment E** as a framework to develop the contract with the successful Proposer. The proposer shall provide its modified version with the proposal.

### 3.11 Access to Information

The City-Parish shall have access to all information and data kept by the Contract Operator. For data requiring software systems, the Contract Operator shall provide the City-Parish at least one client license in order to access the information during the length of Contract plus one year.

## 4.0 PROPOSAL REQUIREMENTS

### 4.1 General Instructions

The City of Baton Rouge | Parish of East Baton Rouge, Louisiana will receive sealed Proposals no later than **September 22, 2022, by 2:00 p.m. CDT**. All Proposals to this request shall be addressed to, and sent to the address specified (for both in-person delivery and mail/courier delivery), as follows:

**Attention:** Director of Purchasing  
P.O. Box 1471  
Baton Rouge, LA 70821

The Proposer shall provide a Technical Proposal and a Cost Proposal in separate sealed envelopes, with the labels **“Technical Proposal”** and **“Cost Proposal”** and the title of this solicitation, clearly visible on the cover of the two respective sealed envelopes, and submit the two sealed envelopes, **within a single proposal package**.

The single proposal package front cover must also be clearly marked with the following statement, **“Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities, Request for Proposal # 20008-A22-10”**.

The Technical and Cost Proposals must each be signed by an authorized official of the Firm.

Proposals that fail to meet these requirements will be disqualified from further consideration.

The City-Parish will not be responsible for any late receipts of the Proposal package. Proposal package received after the due date and time specified above will not be considered for the evaluation process, and will be returned unopened, to the Proposer. **The City-Parish will not accept Proposals sent via FAX or EMAIL.**

The Proposer shall submit a Proposal in accordance with the content and format requirements set forth in this RFP. The Technical and Cost Proposals must be bound separately and typewritten on 8-1/2" x 11" paper in English and must be a minimum of 11-point font size for the main sections of the Technical and Cost Proposals. The Proposer shall provide one (1) original proposal package; six (6) hard copies of the proposal package; two electronic copies on CD/DVD or flash drives in PDF format; and one (1) redacted copy of the proposal.

*It is the sole responsibility of the Proposers to watch for any Addenda the City-Parish issues pertinent to this RFP solicitation. The City-Parish does not accept any responsibility or liability if Proposers fail to check for addenda and therefore submit incomplete or inaccurate Proposals.*

### 4.2 Proposal Format

The Proposal shall consist of the following four (4) sections, in the order indicated, as follows:

The **Technical Proposal** shall be organized as follows:

- A. Executive Summary
- B. Firm Qualifications
- C. Contract Services Delivery Team and Technical Resources
- D. Technical Scope of Services

The **Cost Proposal** shall be organized as follows:

- A. Executive Summary
- B. Cost Proposal

The respective Table of Contents shall reflect the above order, and identify illustrations, tables, figures, and exhibits. Appended materials should be clearly noted.

Failure of the Proposer to organize the information required by this RFP as outlined may result in the City-Parish, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. Proposers are encouraged to use clear and appropriate cross-references to information presented in other sections of the proposal, when necessary.

The City-Parish requests Proposers to limit their Technical Proposals to approximately **85 pages**, inclusive of the Executive Summary. This page limit excludes table of contents, section dividers, forms, and supplemental information such as technical appendices, firm financial reports, resumes, and facility plans. Audio-visual materials will not be accepted.

## 4.3 Submittal Requirements

### 4.3.1 Technical Proposal

The Technical Proposal shall be presented in the order of sections and requirements listed herein:

#### A. EXECUTIVE SUMMARY

An executive summary shall be provided, describing the salient aspects of the Technical Proposal including information about the firm, an understanding of the project, overview of the proposed project team and team member roles, brief overview of the Proposer's expertise, a summary of the services the proposer plans to provide, and any service enhancements that the proposer believes may be of value to the Project. **The executive summary shall not exceed two (2) pages.**

#### B. FIRM QUALIFICATIONS

The Proposer shall demonstrate a minimum of 5 years of direct and relevant experience in providing contract operations services, to facilities similar in size to that of the City-Parish facilities, and consistent with the technical and financial scope of services requested in this RFP. Discuss the firm qualifications addressing, but not limited to, all of the following information, in the order, requested.

##### i. **Firm Information**

- **Type of Firm:** Indicated the type of firm as currently registered such as Corporation, Partnership, Sole Proprietorship, Joint Venture, etc.
- **Years in Business:** Number of years the Firm has been in business under its present name and type of firm; other names and/or entity under which the Firm has operated and the number of years under each name.
- **Parent Company:** Information on the Parent Company, if applicable.
- **Entity Providing Contract Services:** The Firm or the specific entity of a holding company that will be involved in the provision of the requested technical scope of services.
- **Contracting Entity:** The Firm or the specific entity of a holding company that will be the contracting entity and be responsible for the financial scope of services.

- **Entity Submitting the Proposal:** Clearly identify the entity that is submitting the proposal.

**ii. Business Qualifications**

- **Technical Capacity:** Discuss the firm's capacity to deliver the requested operations and maintenance services. Explain clearly with details on the firm's capacity and experience in providing holistic operations and maintenance services including processes, structural, mechanical, electrical and management services.
- **Qualified Personnel:** Discuss the firm's personnel and technical experts resources and the capacity to consistently provide experienced and adequate staffing resources, with all the requisite skillsets to effectively provide the requested services.
- **Employee Training:** Discuss with examples employee training and certification programs, and practices relating to succession planning, and professional development of staff.
- **Labor Environment:** Discuss with examples experience working within a labor environment that includes employees that are members of unions and how existing labor agreements were accommodated or modified under a new operations contract.
- **Staffing Transition:** Describe experience with transitioning firm's team members into existing facilities' operations, and specifically discuss, with examples, how existing utility staff members were integrated in to the delivery of contract services for wastewater treatment facilities.
- **Adaptability:** Discuss, with examples, the firm's approach and adaptability to respond to unforeseen conditions.

**iii. Financial Soundness**

- **Financial Statement and Annual Reports:** Provide a summary of the financial information separately for the Parent Company and for the Entity providing contract services (if distinct from the Parent Company) and submit the associated audited financial statement and annual reports (including balance sheet, income statement and statement of cash flows) for the last three (3) years. If available, provide certified financial stability statements from financial institutions, insurance or bonding companies.
- **Contact Information for the Audited Financial Reports:** Please provide the name, address and phone number of the entity that prepared the audited financial reports.
- **Business Activity Revenues:** Present information on revenues generated solely from business activities directly related to the type of contract operations technical services requested in this RFP solicitation.
- **Credit Reports:** Attach the latest credit report for the Firm from entities such as D&B, Moody's, Dun & Bradstreet, etc.

**iv. Experience and Expertise**

- **Years of Service:** State the number of years that the Firm has been engaged in the provision of services requested in this RFP.
- **Project List:** Provide a list of projects that include information such as the *name of the entity, scope of contract services provided, annual contract value, and term of each contract*. Provide this information organized distinctly by the type of utility services that the Firm has provided and/or is currently engaged in, very similar to the WWTF contract operations services requested in this RFP.
- **Project Experience:** Provide project descriptions of at least five (5) similar engagements that the Proposer has provided, within the last 10 years, for wastewater treatment facilities, similar in capacity to that of the two City-Parish WWTFs or to facilities with a minimum wastewater treatment capacity of 75 MGD. Project descriptions should include treatment facility characteristics and capacity, process configuration and staffing. Explain how the firm, enhanced and/or maintained



aspects including, but not limited to, operational reliability, operations efficiency, workforce stability and quality, effective preventive, predictive and corrective maintenance programs and long-term asset management. Where applicable please describe how complex wet weather flow management was incorporated into the operations and management strategy, in those engagements.

- **Maintenance Management:** Describe with examples the Firm's overall approach to maintenance procedures, process control, Computerized Maintenance Management Systems (CMMS) and other tools, spare parts inventory, and asset management systems. Discuss any preferred CMMS system that the Firm uses in providing treatment operations and maintenance services.
- **Emergency Preparedness:** Describe with examples the Firm's emergency preparedness principles, policies and procedures, planning and resource capacity in establishing these best practices.
- **Low-cost Funding:** Describe with examples how the Firm provides access to low-cost capital for funding capital upgrades and replacements and for on-going asset management expenditures. Discuss capabilities to access financing including partnerships with equity investors and/or other entities that provide funding.

**v. Client References**

- **Client Reference:** Provide a complete client reference list that demonstrates the company's comprehensive wastewater treatment services, stormwater, energy optimization, resource recovery, and sustainability experience during the past five (5) years. Include client name, location, size of facility, duration of engagement, key features, and contact information.

**vi. Safety Performance**

- **Safety Program and Performance:** Provide a description of the Firm's safety program, policies and approach for planning and training. Identify how effectiveness and performance is tracked.
- **Safety Violations and Claims:** Provide a list of all state and/or OSHA safety violations within the past five (5) years for other contract operated facilities and/or systems. Include incident reporting, lost time, type of injury, and/or worker's compensation claims.

**vii. Legal/Compliance**

- **Legal Disclosures:** Provide disclosures regarding outstanding legal matters and statement regarding materiality of each of those legal matters. Disclose all litigation the firm has been involved in the most recent five (5) years.
- **Failure Reporting:** Provide a summary of any reported failures with regulatory compliance permits; failures to meet contractual obligations, or any other type of standard obligations.
- **Contract Termination:** Discuss if the firm has ever been terminated, replaced, or failed to complete work awarded under any operation and maintenance contract. Discuss if the firm has been replaced by another operator before the end of the contract term. If so, describe the circumstances and identify the client.
- **Penalties:** Provide information on fines incurred and/or civil penalties resulting from non-compliance with effluent discharge permit requirements and other non-compliance violations, within the last five (5) years. If so, describe the circumstances and identify the client.
- **Awards and Recognitions:** Provide information on any awards or recognitions received as the contract operator, within the past five (5) years.

**C. CONTRACT SERVICES DELIVERY TEAM AND TECHNICAL RESOURCES**

- **Organizational Chart:** Provide the organizational chart of the proposed team that the Firm proposes for the City-Parish WWTFs, for fulfilling the services requested in the RFP. The organizational chart shall reflect the key personnel that will be involved in the management, administration and

operations of the various services along with all other technical resources that will be involved in the delivery of contract services to the City-Parish. Clearly illustrate in the organizational chart the key roles of the proposed team members including the Project Manager, and the technical resources/specialists that will support an array of services including operations, process control, equipment maintenance, laboratory, instrumentation, and energy efficiency/management.

- **Team Member Description:** Identify and describe the qualifications of all the key personnel that will have primary responsibility for the oversight, management, operations and technical expertise for the delivery of services to the City-Parish. Include in your discussion intended roles and responsibilities, relevant past experience and educational background(s).
- **Resumes:** Provide resumes for key personnel. Each key personnel resume should be limited to two pages. Any required licensing shall be included with the resumes of personnel, as applicable.

#### D. TECHNICAL SCOPE OF SERVICES

In this section of the proposal, the Proposer shall discuss the organizational and technical approach to achieving the specific operational objectives, discussed in Section 2.3 and the technical scope of services requested in this section, and aligned with the structure defined in the Cost Proposal.

To enable the City-Parish to properly evaluate the technical scope of services the Firm will provide, discuss the following:

- Clearly identify and describe how the Proposer will integrate with, modify or supplant existing business arrangements including but not limited to the key functional areas discussed herein. Provide sufficient detail around process changes and other technical modifications to the current systems, and the incorporation of new processes and/or systems into these facilities.
- Discuss innovative approaches, that from the Proposer's perspectives, will offer significant value to the City-Parish with regard to operations and capital costs, operational efficiencies, and implementation of best practices at the WWTFs.
- For each of the services required, identify specific business capabilities, skills, experience, personnel and other resources the Firm will bring aligned with the Firm's proposed strategies.
- Define any actions that the Proposer will expect the City-Parish to take on as one-time and/or periodic basis in support of the Proposer's approach to delivering the technical scope of services.

The key contract operations and maintenance services that are required and the associated expected objectives, for the key functional areas, are as follows. Where relevant, current status of service levels at the two WWTFs is summarized.

##### i. **Operational management of wastewater treatment to achieve the dual goals of effluent quality and SSO mitigation**

The performance requirements for the system are governed by the LPDES Permit and the 2002 Consent Decree and subsequent amendments. The SCADA Division of the Department provides the day-to-day operational management of sewer flows in the collection network through a combination of pumping and storage operations. Wet weather can trigger a rapid increase in flows at the two WWTFs with the potential to cause Sanitary Sewer Overflows (SSOs).

In addition, historically the North WWTF has been challenged with treating relatively weak wastewater and consequently meeting the 85% Bio-Chemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) removal requirements that are in the City-Parish's LPDES permit.

The contract operator must effectively manage wastewater flows at the two WWTFs, in order to prevent the SSOs of untreated and/or partially treated sewage to receiving waters. The contract operator must also assure effective coordination with the City-Parish's SCADA Division operations during the operations and management of the WWTFs.

The contract operator must provide reliable and proven wastewater treatment operations best practices for both the operations of the facilities and the maintenance of the various assets at the two WWTFs. Further, the contract operator must provide enhancements and/or modifications to existing processes and procedures, where necessary for consistently optimized and effective operations of the two WWTFs.

In addition, the contract operator will be fully responsible for odor management so as to not create any odor challenges and/or cause odor complaints in the community.

The contract operator must deploy Tools/Equipment that the entity deems necessary to support effective operational processes, enhance operational efficiencies where needed, and overall business management of the two WWTFs.

**ii. Sludge Management**

The two WWTFs currently produce anaerobically digested, dewatered sludge. The two WWTFs together currently generate approximately 65-80 Wet Tons of sludge daily. The dewatering process, that is currently in use at the two WWTFs, is belt filter presses. The City-Parish is currently in the process of evaluating the potential replacement of the belt filter presses at the South WWTF with screw presses.

The City-Parish manages the hauling and disposal of dewatered sludge through annual contracts. Per the annual contracts, the sludge hauler is responsible for receiving and transporting dewatered cake and for the landfill tipping fee. City-Parish currently has a sludge hauling contract (including tipping of the sludge). *The City-Parish will be responsible for this activity and will continue to retain and directly manage that sludge hauling contract.*

With respect to sludge management, the contract operator will be responsible for the following:

- Loading the sludge hauler's trailers;
- Tracking the quantity of sludge produced; and
- Periodic sampling of dewatered sludge for dryness and hazardous characteristics

Contract operator shall assure that the dewatered sludge produced at the South WWTF and the North WWTF achieve a minimum of 25% dry solids, on an annual average basis and continuously meets the disposal quality requirements per the City's landfill permits provided in **Appendix C**. The contract operator will generate the sludge and load the trucks for hauling offsite.

The quantity of sludge and the quality of cake at the South WWTF may change due to transition from Belt Filter Press to Screw Presses. Based on start-up performance testing, the City-Parish may come to agreement with Service provider on any changes to the dry solids requirement.

**iii. Effective Management of Assets**

The City-Parish currently uses several contracted entities to perform major maintenance at the facilities. The maintenance contracts currently in place are listed in **Appendix B**. Recent major equipment rehabilitation and upgrades are identified in **Appendix D**.

**Asset Management Practices:** The contract operator will be responsible for the overall effective management of all the assets at the two WWTFs. The Proposer must describe how the contract operator's specific asset management approach and practices will assure the City-Parish that the two WWTFs will be in equivalent or better condition at the end of the contract operator's defined contract term.

The Proposer must describe the overall proposed approach for Asset Management, including the management and operations of the CMMS system, regular, preventive, predictive and corrective maintenance activities and its proposed approach to the management of parts inventory for the various assets at the two WWTFs.

The Proposer must describe its proposed approach and plan to maintain the assets including the following:

- Existing buildings and grounds, including public facing way
- Wastewater Treatment Facilities SCADA system
- Medium voltage electrical equipment
- Electrical buildings housing security and HVAC
- Chemical storage buildings and inventory
- Site access and security

**Maintenance Practices and Activities:** The contract operator shall provide effective preventive, predictive and corrective maintenance of the assets of the two wastewater facilities. The City-Parish reserves the right to conduct its own condition assessments on a periodic basis to assure that the assets are being properly maintained.

The Proposer must describe the following:

- The reliability program that the contract operator will adopt, aligned with industry best practices, for the maintenance and management of all classes of assets.
- All the key activities that the prime contract operator will directly perform and work that the Prime contract operator will perform through its subcontracts.
- Reporting mechanisms that the contract operator will use with respect to asset management and maintenance.  
How the City-Parish will have access to CMMS records on an on-going basis.

**Capital Improvement Program:** At the end of the first or second year of contract operations, the contract operator shall develop a 10-year Capital Improvement Program (CIP) aligned with the findings of condition assessments that the contract operator will perform, in collaboration with the City-Parish. The contract operator shall be responsible for annually evaluating and the 10-year CIP as necessary and perform major updates to the CIP on a 5-year cycle.

In formulating its approach, the proposer shall clearly define the class(es) of assets for which it is prepared to take on full administrative, technical and financial responsibility and the class(es) for which it will expect the City's administrative, technical and financial involvement and responsibility. The Proposer should clearly identify the scope and extent of the City's involvement in asset repair and replacement decisions and execution, that the Proposer expects.

**iv. Staffing Plan**

**Base Plan:** The Proposer shall describe the proposed basic staffing plan and specific approaches that will be used for adequately staffing both the South and North WWTFs. The City-Parish is open to options for enhanced automation in the operations of the WWTFs to support resilient and efficient operations and effective resource management.

**Transition:** The Transition Period is anticipated to be January 1<sup>st</sup>, 2023 through March 31<sup>st</sup>, 2023. The Proposer shall describe its transition plan including staffing acquisition, training and staffing readiness to begin the operations and maintenance services, per the agreed upon contract operations effective date. The Proposer shall also describe how each existing City-Parish WWTF personnel will be offered a position and how they are prepared to handle the extremes of a successful / unsuccessful acquisition of existing staff. In addition, the Proposer must describe with examples from the last five (5) years, the process the firm has used to achieve effective staffing transition, including leveraging existing workforce.

**Long-term Staffing / Succession Planning Practices:** The Proposer shall describe the specific approach that the contract operator will use at the City-Parish facilities to attract qualified staff and provide staff stability during the term of the contract services. Further, the Proposer must also describe the training programs that the firm will deploy at the two WWTFs and in the City-Parish for skills maintenance and enhancements, employee retention and advancement, operational safety and employee safety program.

**v. Regulatory/Permit Compliance Activities**

**Sampling Activities:** Currently, the personnel at the two WWTFs perform process and compliance sampling activities. Process and compliance sampling are currently reported in Operator 10 software. The contract operator must perform these sampling activities.

**Laboratory Analyses:** Currently, process optimization analyses are performed by the City-Parish's Laboratory. *The City-Parish will continue to provide the laboratory services to the contract operator and at no cost to the operator.* However, the contract operator may elect to equip for, and perform, its own sampling activities and analyses for purposes of process monitoring, operational improvements, and process modifications.

*Regulatory testing is done by a third-party lab and will not be part of the scope of services.*

**Compliance Requirements and Reporting:** Contract operator shall be responsible for fully understanding and helping achieve the regulatory and compliance requirements, and the preparation and filing of all regulatory reports associated with the facilities in coordination with City-Parish staff currently assigned to these duties. The Contractor will provide detailed raw and aggregated data on pumping, influent and effluent flow volume, pollutant strengths and loads, and all other compliance reporting data on any frequency and for any time period the City-Parish may request.

**Stormwater Management:** The contract operator will be responsible for the Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasure (SPCC) activities and all the associated In-facility stormwater management reporting. The contract operator will be expected to lead this activity and coordinate as necessary with the appropriate City-Parish personnel to ensure successful execution of this regulatory function.

The contract operator will be expected to follow Best Management Practices related to the Stormwater Permit.

**vi. Technical and Management reporting**

In addition to regulatory reporting discussed above, the contract operator shall be responsible for providing various management reports associated with the operations and maintenance activities.

**Maintenance Activities Reporting:** The City-Parish will require reporting, at mutually agreed upon intervals, for routine and other repair and maintenance activities including asset management reporting for the various assets in the two facilities.

**Management Reporting:** The City-Parish will require reporting, at mutually agreed upon intervals, for fixed assets cost reporting, and operations and O&M cost reporting for the various categories of treatment processes such that it will allow the City-Parish to distribute costs by treatment component.

Additional periodic reports may be requested by the City-Parish over the term of the engagement. Contractor shall identify and discuss, as part of the proposal, any other reports that it intends to generate, that would be of value to the City-Parish.

**vii. Community Engagement**

The two WWTFs are a mission critical part of the wastewater system that serves the Baton Rouge communities in terms of the critical environment, public health and safety. The City-Parish also serves as a significant employer and as a neighbor to surrounding residents. Hence, effective community engagement is of key interest to the City-Parish when the two WWTFs transition from direct City-Parish operations to contract operations.

The Proposer must describe how the contract operator will engage with the community with respect to public education and outreach, public service stewardship, workforce development, and other community enriching engagement. The Proposer shall provide relevant examples from other engagements where the Proposer has provided positive community impact in providing wastewater treatment contract operations services, maintained community good-will and minimized the disruptions caused by such a significant transition,

**viii. Supplemental Information**

In addition to discussions on the above components, the Proposer may provide a brief description of any supplemental materials on experience and strategies, or proprietary tools pertinent to the services requested in the RFP that the Proposer chooses to include as part of the technical approach to the engagement. Any approaches to redesign, and added redundancies to address operational bottlenecks, may be discussed in this optional supplemental section. If included, the associated costs should be addressed in a companion supplemental section in the Financial Proposal.

**4.3.2 Cost Proposal**

The Cost Proposal shall be presented in the order of sections and requirements listed herein:

**A. EXECUTIVE SUMMARY**

An executive summary shall be provided, describing the salient aspects of the Cost Proposal summarizing the Proposer’s approach and fee for the key components requested in the Cost Proposal. **The executive summary shall not exceed one (1) page.**

**B. PROPOSED CONTRACT SERVICES FEES**

The Cost Proposal shall be provided in the following format:

**i. Annual Base Fee – Management, Operations, and Maintenance**

The City-Parish’s expectation is that the Base Scope Fee must reflect, at a minimum, the core requirements of the contract operations of the two WWTFs, which the City-Parish has defined in Section 4.3.1.

This annual **Base Fee** will be subject to an annual escalation factor, which likely will be bound by a lower and upper bound threshold, and would be defined during contract negotiations. On or before July 1st, the contract operator will have to provide the Annual Base Fee estimate, for the following calendar year, which is also the City-Parish’s fiscal year.

As stated in Section 4.3.1, the core requirements of contract operations, that must be reflected in the Annual Base Fee, are as follows:

- Management and operations of the two WWTFs
- Sludge generation and loading
- Regulatory compliance support (LPDES, Air and Sludge permits)
- Preventive and Predictive Maintenance Activities. It is anticipated that these activities will also include “Corrective Maintenance” activities. The proposer shall clearly define the nature and extent of these activities that is included in the Base Fee scope.
- Coordination with collection system network operations to enable the City-Parish to continue its management of the SSO program
- Sampling activities and any elective testing the contract operator chooses to perform
- Plant good housekeeping practices and safety measures
- Digester gas utilization improvements
- Technical and Management Reports

Any adjustments to be sought by the proposer (for example, for the management of excessive flows and loadings) shall be clearly identified and discussed in the proposal.

**ii. Upfront Capital Investments**

Any proposed upfront capital investments that the proposer deems necessary to meet compliance and/or other requirements, shall be defined clearly. The proposal shall clearly describe the Proposer’s approach to the cost recovery of the upfront capital investment costs. For illustrative purpose, the approach could be defined as the upfront capital investment costs being bundled into the Annual Base Fee or be defined as a separate investment required from the City-Parish.

**iii. Annual Asset Management Fee**

The Annual Asset Management Fee and fee structure that the contract operator proposes in the financial proposal, shall comprehensively address all of the asset maintenance, repair and renewal needs of the two facilities, not already covered in the Base Scope Fee.

The Proposer shall reflect the Annual Asset Management Fee as an annual lump sum fee. The proposer should identify and define the scope of assets covered by this fee, consistent with the expectations defined in Section 4.3.1 of this RFP.

The proposal shall include a discussion of likely additional capital needs that the proposer would expect the City-Parish to plan for and lead, either annually or periodically to assure the infrastructure integrity of the facilities.

Proposer may offer alternate approaches to asset management, consistent with the City-Parish's objectives, for the City-Parish's consideration.

Proposer must provide a clear discussion of the financial risks and benefits to the City-Parish of the Proposer's baseline asset management approach and any alternate approach the Proposer chooses to proffer.

#### 4.3.3 Optional Supplemental Materials

In this section of the Proposal, the Proposer shall provide a brief description of any supplemental materials on experience and strategies, or proprietary tools, which are pertinent to the services requested in the RFP, that the Proposer chooses to include.

#### 4.3.4 Ownership of Work Product

Any work product that the Contract Operator generates under the Service Agreement shall become the property of the City-Parish. This includes, but not limited to, research, data, reports, drawings, manuals and systems. If the Contract Operator will be using proprietary systems or information that was developed and licensed prior to the initiation of the Contract, and the Contractor wishes to maintain sole ownership, this information shall be detailed in the proposal.



## 5.0 REVIEW AND EVALUATION OF PROPOSALS

### 5.1 Proposal Evaluation Process

The City-Parish evaluation team will first review and evaluate the Technical Proposals received. All proposals will have a consensus score by the evaluation team. On completion of the evaluation and scoring of the Technical Proposals, the evaluation team will review, and evaluate the Cost Proposals.

Based on the evaluation of the Technical and Cost Proposals, the City-Parish will schedule individual interviews with up to three Proposers. During the interviews, the bidders will have the opportunity to elaborate further on their qualifications and proposed technical approach to providing the requested services.

The City-Parish, at its discretion, may seek to have additional discussions with individual proposers to gain additional clarity regarding their Technical and Cost Proposal. The City-Parish also reserves the right to seek clarifications on the proposals through written communications with individual proposers.

All proposals received shall remain effective for a minimum of **six months** after submission.

### 5.2 Technical and Cost Proposal Evaluation

#### 5.2.1 Technical Proposal Evaluation

Proposers will be assessed on their Technical Proposal based on the evaluation criteria defined in Table 1, and shall receive an allocation of points (up to the maximum) based upon the criteria indicated in Table 1. The total maximum points that will be awarded for a Technical Proposal is **70 Points**.

Proposer must receive a minimum score of **50 points** out of the total available 70 points for the Technical Proposal, to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and shall not proceed to Cost Evaluation.

**TABLE 1 – TECHNICAL PROPOSAL EVALUATION**

S. NO.	TOPICS	Possible Max Score
<b>A</b>	<b>TECHNICAL PROPOSAL: Business Qualifications</b>	
1	<b>Business Capability/Qualifications</b> a. Technical capacity of the contractor in providing holistic WWT Operations & Maintenance Services and adaptation to unforeseen conditions b. Personnel Qualifications, Skills, Experience, Adequate Staffing, Workforce Training c. Proven staffing transition and integration, experience in working with labor environments	
2	<b>Financial Soundness</b> a. Financial capacity as demonstrated in financial statements/reports b. Revenues from contract services c. Other value add information	
3	<b>Experience &amp; Expertise</b> a. List of projects and associated profile information b. Project Experience description (minimum of 5 projects) and its direct relevance, highlights, compelling features c. Client references d. Maintenance approach and strategies/experience; Emergency Preparedness strategies/examples	
4	<b>Safety &amp; Legal</b> a. Safety performance strategies / Violations / Incidents information & history b. Legal disclosures / Associated Penalties history c. Contract performance / termination information & history	
5	<b>Sub-total: Business Qualifications</b>	<b>20</b>
<b>B</b>	<b>TECHNICAL PROPOSAL: Technical Approach to Delivery of Services</b>	
6	<b>WWTF Operations &amp; Regulatory Compliance</b> a. Operations Approach / Best Practices b. Demonstrated understanding of compliance requirements and approach to achieve regulatory compliance c. Compliance reporting support approach d. Sampling activities and coordination with BF Laboratory operations team e. Stormwater management support activities at the two WWTFs	
7	<b>Sludge Management &amp; Support Services</b> a. Sludge Management Approach b. Sampling & Testing Support c. Digester gas utilization strategies / Sustainability Initiatives	
8	<b>Asset Management</b> a. Asset management approach / Best practices b. Specific approach to Preventive, Predictive and Corrective maintenance activities c. Experience with enhancing reliability d. Approach to developing capital prioritization/CIP e. Approach to Asset Management Activities Reporting	
9	<b>Staffing Plan / Community Outreach</b> a. Strength of the Core Team designated to operate and manage BR WWTF b. Staffing Transition strategies for the two WWTFs c. Succession Planning, Staff Development & Long-term Staffing Strategies	
10	<b>Technical &amp; Management Reporting</b> a. Maintenance Activities Reporting approach b. Business operations management activities Reporting c. Other value add reporting offered by the Proposers	
11	<b>SUB-TOTAL: Technical Approach to Service Delivery</b>	<b>50</b>
12	<b>TOTAL: TECHNICAL PROPOSAL</b>	<b>70</b>

### 5.2.2 Cost Proposal Evaluation

The evaluation committee will then evaluate the responsive proposals on their proposed cost relative to the services proposed. The cost proposed for the fee components shall be firm, but subject to negotiation during contract negotiations.

For the Cost Proposal, the Proposers shall receive an allocation of points (up to the maximum) based upon the criteria indicated in Table 2. The total maximum points that will be awarded for a Cost Proposal is **30 Points**.

TABLE 2 – COST PROPOSAL EVALUATION

S. NO.	TOPICS	Possible Max Score
<b>B</b>	<b>COST PROPOSAL</b>	
1	<b>Annual Base Fee - Management, Operations &amp; Maintenance</b>	
2	<b>Asset Management Fee</b>	
3	<b>TOTAL: COST PROPOSAL</b>	<b>30</b>
4	<b>GRAND TOTAL: TECHNICAL &amp; COST PROPOSALS</b>	<b>100</b>

Pricing will be evaluated by all costs, relative to the services proposed, inclusive of the Base Fee, Asset Management Fee for all services and by all other costs, if any, proposed by the Proposer.

The Proposer with the lowest total cost proposed in the Cost Proposal submitted in response to this solicitation shall receive either the maximum allocated points, a portion of these points, or no points, depending upon the merit of its Cost Proposal. The Proposer that provides the best cost value relative to the services the Proposer defines, will receive the maximum possible score for the Cost Proposal.

### 5.3 Proposal Interviews

The City-Parish will schedule **two-hour interviews** with up to three Proposers to further its understanding of the proposals. The interview format will be a presentation by the Proposer, focused primarily on the technical and financial aspects of the proposal, followed by a question and answer session. The City-Parish requires that the key personnel of the proposed project team with primary responsibilities for the delivery of the contract operations services at the two WWTFs, attend and participate actively in the interview.

### 5.4 Notice of Intent to Award

The City-Parish will publicly announce its decision once it has achieved a suitable contract for the services. The City-Parish process requires that the contract be approved by City-Parish Council Ordinance.

Upon review and approval of the evaluation committee’s recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events in Section 3.4.

Through no liability of the City-Parish, if the Proposer fails to submit the Award Contract by the scheduled deadline that the City-Parish defines, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the Notice of Intent to Award letter has been issued.

## 5.5 Contract Negotiations

The City-Parish may seek to enter into negotiations with the proposer whose proposal(s) appears the most responsive to its needs or may enter into simultaneous negotiations with more than one proposer. Proposers must be prepared to facilitate site visits by City-Parish staff to other facilities where a proposer, or member of the proposer's team, is currently engaged in any and all of the specific base and innovative additional services the Proposer has proposed in its Technical and Cost Proposals.

If, for any reason, the Proposer whose proposal the City-Parish deems to be the most responsive to the City-Parish's needs, given the consideration of price, best value and other evaluation factors set forth in the RFP, does not agree to the contract, that proposal shall be rejected, and the City-Parish may negotiate with the next highest scored Proposer.

Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow for price adjustments. The final contract services agreement 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.

The RFP, any addendums, and the proposal of the selected Proposer 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 "**Attachment E – Sample Draft Professional Services Agreement**" and submit with their proposal any exceptions or exact contract deviations that the 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 **60 days**, or if the selected Proposer fails to sign the negotiated contract within **seven (7) calendar days** of delivery of the contract, the City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

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

## 5.6 Ownership

All proposals and/or documentation submitted therewith are City-Parish's property for all purposes. Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

### 5.6.1 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 Proposer's Technical Proposal. The Proposer's 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. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

*"The data contained on page(s) XX and/or section(s) XX 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."

If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City-Parish 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 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 the Proposer's proposal contains confidential information, the Proposer should also submit a redacted copy along with the proposal. If the Proposer does not submit the redacted copy, the Proposer will be required to submit this copy **within 48 hours** of notification from Purchasing. When submitting a redacted copy, the Proposer shall clearly mark the cover as –**"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.

## 5.7 Legibility/Clarity

Responses to the requirements of this RFP must be in the format requested, with all requested components answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing clear and concise description of the Proposer's ability to meet the requirements of the RFP along with clearly described examples, are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## 5.8 Effects

The City-Parish is not responsible for any cost associated with RFP development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiations.

### 5.8.1 Changes, Addenda, & Withdrawals

The City-Parish reserves the right to change the schedule 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 "**[Addenda] to the Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities, Request for Proposal # 20008-A22-10**".

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 the Purchasing Division.

### 5.8.2 Deliverables

Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### 5.8.3 Acceptance

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

### 5.8.4 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.

**Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.**

### 5.8.5 Order of Precedence

In the event of an inconsistency between the contract, the RFP, and/or the Proposer'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 Proposer's proposal.

## 5.9 Proposal Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFP that the Proposer can effectively meet or exceed the stated requirements listed in this section. Proposers must respond to each of the requirements, explaining and demonstrating their qualifications.

Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

### 5.9.1 Submission Documents

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the Technical Proposal be organized in the manner specified below.

The proposal shall include all of the following:

**1. Title Page**

RFP number, **RFP NAME**, the name of the Proposer's firm, address, telephone number(s), name of contact person, and date.

**2. Table of Contents**

Clearly identify the materials by section, page number, and/or tabs.

**3. Letter of Transmittal (Limited to 3 Pages)**

The Proposer shall state the Firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Provide the name(s) of the person(s) who is/are authorized to make representations for the firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

**4. Technical Proposal**

The Proposer's Technical Proposal should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

- A. Executive Summary
- B. Firm Qualifications
- C. Contract Services Delivery Team and Technical Resources
- D. Technical Scope of Services

E. Attachments

Please refer to **Section 4.3.1** for specific information that shall be provided in the Technical Proposal for each of the above requirements.

**5. Cost Proposal**

The Proposer's Cost Proposal should contain a clear and comprehensive response to requirements/questions in the order contained herein:

- A. Executive Summary
- B. Proposed Contract Services Fees

Please refer to **Section 4.3.2** for specific information that shall be provided in the Cost Proposal for each of the above requirements.

## 5.10 Required Attachments with Proposal

In the **Technical Proposal**, Proposers shall complete and submit the following attachments:

- ATTACHMENT A - Proposal Form
- ATTACHMENT B – Proposer's Organization
- ATTACHMENT C – Corporate Resolution
- ATTACHMENT D – Certificate of Insurability
- ATTACHMENT E – Sample Draft Professional Services Agreement
- ATTACHMENT F – Acknowledgement of Addenda

In the **Cost Proposal**, Proposers shall complete and submit the following attachment:

- Attachment G - Pricing Schedule

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

- ATTACHMENT D – Certificate of Insurability

## 5.11 Sample Draft Professional Services Agreement

The City-Parish supplies a **Sample Draft Professional Services Agreement** in **Attachment E**. The selected Proposer shall be expected to enter into a contract that is substantially the same as the *Sample Draft Professional Services Agreement*.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. 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).

## 5.12 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.



### 5.13 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. Protests with regard to the RFP and associated specification documents will not be considered after proposals are opened and must be received at least two (2) days prior to the due date and time RFP responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

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 may 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.

### 5.14 Debriefing

Debriefings may be requested by the participating Proposers after a Notice of Intent to Award has been approved by the City-Parish Council Ordinance and a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to [purchasinginfo@brla.gov](mailto:purchasinginfo@brla.gov) to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting proposer wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

### 5.15 Errors and Omissions in Proposal

The City-Parish will not be liable for any errors 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.

### 5.16 Waiver of Administrative Informalities

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

### 5.17 Minimum Scope of Insurance

Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP, as referenced in **Attachment E – Sample Draft Professional Services Agreement**. (see **Attachment D – Certificate of Insurability**).

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 prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

### 5.18 Corporation Requirements

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer 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 Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer 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 the City of Baton Rouge, Parish of East Baton Rouge, evidence of a current **occupational license and/or permit** issued by the City-Parish shall be supplied by the successful proposer, if applicable.

### 5.19 Proposer Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in its proposal whether or not it 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.

### 5.20 Use of Subcontractors

The Proposer/entity that submits the Proposal in response to this RFP solicitation, shall serve as the single prime Proposer. The prime Proposer shall be responsible for all deliverables referenced in this RFP and for all work performed pursuant to its contract.

### 5.21 Civil Rights Compliance

The Proposer 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, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or 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 Proposer, 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.

## 5.22 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 the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; 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.

## 5.23 Audit of Records

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

## 5.24 Liability and Risk Management

### 5.24.1 Insurance

Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in ARTICLE VIII of **Attachment E – Sample Draft Professional Services Agreement**. All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- i. Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- ii. The City-Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- iii. The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- iv. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

- i. In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* Five Million Dollars

(\$5,000,000) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.

- ii. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City- Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

The successful proposer shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the annual contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City-Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

#### 5.24.2 Indemnification

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

#### 5.25 Written or Oral Discussions/Presentation

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably qualified of being selected forward. 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 City-Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to proposer proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

## 5.26 Payment for Services

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued per the pricing structure, billing and payment terms that are defined and finalized during contract negotiations with the selected Proposer. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

## 5.27 Termination

### 5.27.1 Termination for Cause

The City-Parish may terminate this contract for cause based upon the failure of the Proposer 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 Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within 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 Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer 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 Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

### 5.27.2 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.

### 5.27.3 Termination for Convenience

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

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

## 5.28 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this Agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be requested, in writing, by the contract operator and approved by the City-Parish.

### 5.29 Funds Use

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### 5.30 Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts. A list of parties who have been suspended or debarred can be viewed on the internet at [www.sam.gov](http://www.sam.gov).

### 5.31 Independent Proposer

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

### 5.32 Conflict of Interest/Confidentiality

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City- Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to City- Parish hereunder.

### 5.33 Use of City-Parish's Property

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

### 5.34 Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### 5.35 Force Majeure

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

### 5.36 Federal Clauses

The following clauses are mandatory if federal funds are utilized. The most common instance where federal funding would be used on an annual contract of this type is in response to a natural disaster where FEMA reimbursement is requested for damages. The use of Davis-Bacon wage rates is not anticipated but the language will remain in the document.

#### 5.36.1 Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City- Parish may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Proposer elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

#### 5.36.2 Equal Employment Opportunity

During the performance of this Agreement, the Proposer agrees as follows:

- i. The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.
- iv. The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Proposer will comply with all provisions of Executive Order 11246 of March 18, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Proposer will furnish all information and reports required by Executive Order 11246 of March 18, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Proposer's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- vii. In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of March 18, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of March 18, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



viii. The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of March 18, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of March 18, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### [5.36.3 Davis-Bacon and Copeland Anti-Kickback Act](#)

The Proposer shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Proposer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### [5.36.4 Contract Work Hours and Safety Standards Act](#)

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 5.36.5 Rights to Interventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### 5.36.6 Clean Air Act and the Federal Water Pollution Control Act

The Proposer is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 5.36.7 Byrd Anti-Lobbying Amendment

Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

#### 5.36.8 Procurement Recovered Materials

Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 5.36.9 Program Fraud and False or Fraudulent Statements or Related Acts

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

#### 5.36.10 Compliance with Federal Law, Regulations, and Executive Orders

The Proposer will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

**5.36.11 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.

## 6.0 APPENDICES

**Appendix A** through **Appendix E** contain a list of relevant documents that the City-Parish is furnishing to all Proposers. The listed documents are organized in Folders titled Appendix A through Appendix E, and the Proposers can access the Folders and the associated documents from the LaPAC Site at

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>

Appendix A through Appendix E consists of the following categories of information:

1. APPENDIX A – Wastewater Treatment Facilities Information
2. APPENDIX B – Wastewater Treatment Staff and Contracts Information
3. APPENDIX C – Sludge Management Information
4. APPENDIX D – Maintenance Activities Information
5. APPENDIX E – Other Information

## APPENDIX A – Wastewater Treatment Facilities Information

<u>FILE NUMBER</u>	<u>FILENAME</u>
<u><b>A-1</b></u>	North WWTF Process Flow Diagram
<u><b>A-2</b></u>	South WWTF Process Flow Diagram
<u><b>A-3</b></u>	South WWTF Scenarios
<u><b>A-4</b></u>	NTP and STP -DMR Data 2019-2022
<u><b>A-5</b></u>	NTP and STP Influent Data_2019-2022
<u><b>A-6</b></u>	Conformed SWWTP-PH II-Drawings-G-13
<u><b>A-7</b></u>	Conformed SWWTP-PH II-Drawings-G-14
<u><b>A-8</b></u>	NWWTP Site Layout
<u><b>A-9</b></u>	SWWTP Site Layout
<u><b>A-10</b></u>	2022 Treatment Plant Budget
<u><b>A-11</b></u>	BR_NWWTP_SOPs
<u><b>A-12</b></u>	North WWTP-Operations Options Summary
<u><b>A-13</b></u>	Preliminary Treatment Facility Area Operator Guide may22rev
<u><b>A-14</b></u>	Side 2 Area - Operator Guide - may22rev
<u><b>A-15</b></u>	Side 3 - Backside Area - Operator Guide - may22rev
<u><b>A-16</b></u>	STP Operator Areas
<u><b>A-17</b></u>	STP Process Control Strategies
<u><b>A-18</b></u>	NTP Process Data NWWTP_2019-2022 (Including VA-ALK)
<u><b>A-19</b></u>	Process Data SWWTP 2019
<u><b>A-20</b></u>	Process Data SWWTP 2020
<u><b>A-21</b></u>	Process Data SWWTP 2021
<u><b>A-22</b></u>	Process Data SWWTP 2022
<u><b>A-23</b></u>	COC-North Plant -Process Testing
<u><b>A-24</b></u>	COC-North Plant -Process Testing_Rev.1
<u><b>A-25</b></u>	COCs for Daily Permitted Testing
<u><b>A-26</b></u>	COC-South Plant-Process Testing
<u><b>A-27</b></u>	COC-South Plant-Process Testing_Rev.1
<u><b>A-28</b></u>	NWWTP Sampling - Attachment
<u><b>A-29</b></u>	NWWTP_Sampling Plan_Final
<u><b>A-30</b></u>	SWWTP Solids Sampling Plan
<u><b>A-31</b></u>	NWWTP Property Map Recorded 05-04-22
<u><b>A-32</b></u>	SWWTP Property Map Recorded 02-22-21
<u><b>A-33</b></u>	A20-918732 Wastewater Treatment Plant Landscaping

## APPENDIX B – Wastewater Treatment Staff and Contracts Information

<u>FILE NUMBER</u>	<u>FILENAME</u>
<b><u>B-1</u></b>	North WWTF Admin and Maintenance Org Chart-Positions 7-18-2022
<b><u>B-2</u></b>	North WWTF Operations Positions-7-18-2022
<b><u>B-3</u></b>	South WWTF Admin and Maintenance Positions 7-18-2022
<b><u>B-4</u></b>	South WWTF Operations Positions 7-18-2022
<b><u>B-5</u></b>	WWTF Employee Staffing 7-18-2022
<b><u>B-6</u></b>	Environmental Services Org Chart 04-27-22
<b><u>B-7</u></b>	WWTP Contracts Administered 5-31-22
<b><u>B-8</u></b>	WWTF Contracts Updated 7-1-22
<b><u>B-9</u></b>	Batonrouge_Courses

## APPENDIX C – Sludge Management Information

<u>FILE NUMBER</u>	<u>FILENAME</u>
<b><u>C-1</u></b>	RFP WWTP Biosolids (Sludge)
<b><u>C-2</u></b>	Sludge Quality Information
<b><u>C-3</u></b>	SBI Pilot Report - Baton Rouge SWWTP
<b><u>C-4</u></b>	SWWTF Dewatering Options Evaluation Updated for Screw Press Pilot Results_v3
<b><u>C-5</u></b>	NWWTP General Permit for Facilities that Dispose of Sewage Sludge in a Permitted Landfill
<b><u>C-6</u></b>	SWWTP General Permit for Facilities that Dispose of Sewage Sludge in a Permitted Landfill

## APPENDIX D – Maintenance Activities Information

<u>FILE NUMBER</u>	<u>FILENAME</u>
<b><u>D-1</u></b>	North Condition Assessment
<b><u>D-2</u></b>	South Condition Assessment
<b><u>D-3</u></b>	NWWTP PM History_2020 to Current
<b><u>D-4</u></b>	NWWTP Work Order History_2020 to Current
<b><u>D-5</u></b>	SWWTP OACV PM History
<b><u>D-6</u></b>	SWWTP PM History_2020 to Current
<b><u>D-7</u></b>	SWWTP Work Order History 2020 to Current
<b><u>D-8</u></b>	Additional Capital Improvement Projects Within the Last 20 Years
<b><u>D-9</u></b>	NWWTP Improvements
<b><u>D-10</u></b>	SWWTP Improvements
<b><u>D-11</u></b>	WWTP 5-10 Year CIP comments



## APPENDIX E – Other Information

<u>FILE NUMBER</u>	<u>FILENAME</u>
<b><u>E-1</u></b>	City of Baton Rouge - North Wastewater Treatment Plant - Spill Prevention Control and Countermeasure Plan - Final to Client 7.22.16
<b><u>E-2</u></b>	City of Baton Rouge - South Wastewater Treatment Plant - Spill Prevention Control and Countermeasure Plan - Final to Client 7.22.16
<b><u>E-3</u></b>	NTP SWPPP Revision page_ September-2020
<b><u>E-4</u></b>	NTP SWPPP Updated 9-29-2020
<b><u>E-5</u></b>	STP SWPPP Revision page_ June-2020
<b><u>E-6</u></b>	STP- SWPPP Updated - June 2020
<b><u>E-7</u></b>	Chapter 5 Sewerage

## 7.0 ATTACHMENTS

The Proposers shall submit the following Attachments as part of the Proposal submission as requested in this Solicitation. **Attachments A through F** must be submitted as part of the Technical Proposal and **Attachment G** must be submitted as part of the Cost Proposal.

1. ATTACHMENT A – Proposal Form
2. ATTACHMENT B – Proposer’s Organization
3. ATTACHMENT C – Corporate Resolution
4. ATTACHMENT D – Certificate of Insurability
5. ATTACHMENT E – Sample Draft Professional Services Agreement
6. ATTACHMENT F – Acknowledgement of Addenda
7. ATTACHMENT G - Pricing Schedule

## ATTACHMENT A – Proposal Form

Sealed proposals will be received by the City of Baton Rouge/Parish of East Baton Rouge until **September 22, 2022**, at 2:00 P.M. local time, at the following location:

City Hall Building  
Division of Purchasing  
222 St. Louis Street, Room #804  
Baton Rouge, LA 70802

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

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

**“OPERATIONS AND MAINTENANCE SERVICES FOR THE WASTEWATER TREATMENT FACILITIES”**

As set forth in the following Contract Documents:

1. Notice to Proposers
2. “Proposal for Operations and Maintenance Services for the Wastewater Treatment Facilities, Solicitation No. 20008-A22-10” and all Attachments
3. Proposal, including all Forms and Attachments
4. Contract, including all Appendices
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 this Request for Proposal, 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 Professional Services Agreement 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 Professional Services 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 January 1, 2023, (unless otherwise agreed upon by City-Parish and successful Proposer), 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.

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: The Cost Proposal (ATTACHMENT G) shall include any and all costs, per the Cost Proposal structure defined in Section 4.3.2, the Proposer wishes to have considered in the contractual arrangement with the City-Parish.**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

**THE PROPOSER'S ORGANIZATION SHEET (ATTACHMENT B) MUST BE COMPLETED TO INDICATE WHETHER PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

## ATTACHMENT B – Proposer’s Organization

PROPOSER IS:

### **AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### **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 PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION (ATTACHMENT C) 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.**

## ATTACHMENT C – Corporate Resolution

### (PROPOSER TO SUBMIT IF APPLICABLE)

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 of \_\_\_\_\_, 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, Parish of East Baton Rouge, Louisiana.

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 City of Baton Rouge, Parish of East Baton Rouge, Louisiana, 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 D – Certificate of Insurability

I hereby certify that as a Proposer to City of Baton Rouge and Parish of East Baton Rouge (City-Parish) for RFP Number \_\_\_\_\_, I am fully aware of Insurance Requirements contained in the RFP and Contract, located in Attachment C Article VIII to of this RFP Sample Agreement, applies whether awarded one or more service options pursuant to this RFP. Furthermore, I hereby assure the City-Parish that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City-Parish, and then become unable to produce the Insurance coverage specified within fifteen (15) calendar days, I am fully aware and understand that award may be withdrawn by the City-Parish and I may not be considered for further projects by the City-Parish.

---

Signature of Proposer

---

Printed Name of Signee

---

Company Name

---

Date



## ATTACHMENT E – Sample Draft Professional Services Agreement

To be issued via addendum.

## ATTACHMENT F – Acknowledgement of Addenda

By submission of this proposal, Proposer hereby certifies receipt of all addenda as listed in the table below.

<b>Addendum Number</b>	<b>Addendum Issue Date</b>	<b>Addendum Title</b>

## ATTACHMENT G – Pricing Schedule

Proposers should provide pricing for each component of service to provide **“OPERATIONS AND MAINTENANCE SERVICES FOR THE WASTEWATER TREATMENT FACILITIES - Solicitation No. 20008-A22-10”**

COST PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

Table 1: Annual Fees

Line No.	Fee Component	Annual Fees
1	Base Fee	
2	Asset Management Fee	
3	Total	

Table 2: Optional Task Fees

Line No.	Fee Component	Fees
1	Optional: Upfront Capital Costs	

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

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about January 1, 2023, (unless otherwise agreed upon by City-Parish and successful Proposer), 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.

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

**NOTE: This cost proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)