# REQUEST FOR PROPOSAL

FOR

**Wastewater Treatment Plant Biosolids Hauling Services**

Solicitation No.: 20008-A21-15

RELEASE DATE: SEPTEMBER 24, 2021

**RFP OPENING DATE: OCTOBER 21, 2021, at 2:00 PM**

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

SEPTEMBER 2021

## 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 B Proposal Form.
8. Retain the complete set of specifications and contract documents for your files.

# Table of Contents


1. Purpose ..... 6
2. General Instructions ..... 6
3. Receipt of Proposals ..... 7
4. Schedule of Events ..... 7
   Proposer Inquiry ..... 8
5. Intent ..... 8
6. Background ..... 8
7. Mission ..... 9
8. Scope of Work ..... 9
   8.1 Scope of Work/Services ..... 9
   8.2 Mobilization ..... 9
   8.3 Typical Workflow ..... 9
   8.4 Crane Rental ..... 10
   8.5 Scaffold Rentals and Materials ..... 10
   8.6 Warranty ..... 10
   8.7 Safety Requirements ..... 10
   8.8 Finishing and Cleanup ..... 11
   8.9 Period of Agreement ..... 11
   8.10 Payment ..... 11
   8.11 Price Schedule ..... 11
   8.12 Location ..... 12
9. Evaluation and Selection ..... 12
   Cost Evaluation ..... 14
10. Notice of Intent to Award ..... 15
11. Contract Negotiations ..... 16
12. Ownership ..... 16
   Confidential Information, Trade Secrets, and Proprietary Information ..... 16
13. Legibility / Clarity ..... 17
14. Effects ..... 17
   Changes, Addenda, & Withdrawals ..... 17
   Deliverables ..... 18
   Acceptance ..... 18
   Rejection ..... 18
   Order of Precedence ..... 18

15. Required Attachments with Proposal ..... 18
16. Sample Agreement ..... 19
17. Taxes ..... 19
18. Proposal Submission Requirements ..... 19
Submission Documents ..... 19
Period of Agreement ..... 20
19. Claims or Controversies ..... 20
20. Debriefing ..... 20
21. Errors and Omissions in Proposal ..... 21
22. Waiver of Administrative Informalities ..... 21
23. Minimum Scope of Insurance ..... 21
24. Corporation Requirements ..... 21
25. Proposer Responsibilities ..... 21
26. Use of Sub-contractors ..... 22
27. Civil Rights Compliance ..... 22
28. Governing Law ..... 22
29. Audit of Records ..... 22
30. Liability & Risk Management ..... 22
Insurance ..... 22
Indemnification ..... 23
31. Written or Oral Discussions / Presentation ..... 24
32. Payment for Services ..... 24
33. Termination ..... 24
Termination for Cause ..... 24
Termination for Lack of Appropriated Funds ..... 24
Termination for Convenience ..... 25
34. Assignment ..... 25
35. Funds Use ..... 25
36. Proposer's Certification of No Suspension or Debarment ..... 25
37. Independent Proposer ..... 25
38. Conflict of Interest / Confidentiality ..... 26
39. Use of City-Parish's Property ..... 26
40. Waiver ..... 26
41. Force Majeure ..... 26

***42. Federal Clauses*** ..... ***26***
***Remedies*** ..... *27*
***Equal Employment Opportunity*** ..... *27*
***Davis-Bacon and Copeland Anti-Kickback Act*** ..... *29*
***Contract Work Hours and Safety Standards Act*** ..... *29*
***Rights to Interventions Made Under a Contract or Agreement*** ..... *29*
***Clean Air Act and the Federal Water Pollution Control Act*** ..... *29*
***Byrd Anti-Lobbying Amendment*** ..... *29*
***Procurement Recovered Materials*** ..... *29*
***Program Fraud and False or Fraudulent Statements or Related Acts*** ..... *30*
***Compliance with Federal Law, Regulations, and Executive Orders*** ..... *30*
***No Obligation by Federal Government*** ..... *30*
***ATTACHMENT A*** ..... ***31***
***NEEDED SERVICES & DELIVERABLES*** ..... *31*
***ATTACHMENT B*** ..... ***32***
***PROPOSAL FORMS*** ..... *32*
***PROPOSER'S ORGANIZATION*** ..... *34*
***CORPORATE RESOLUTION*** ..... *35*
***AFFIDAVIT*** ..... *36*
***ATTACHMENT B-1*** ..... ***37***
***PRICING SCHEDULE*** ..... *37*
***ATTACHMENT C*** ..... ***38***
***INSURANCE REQUIREMENTS*** ..... *38*
***ATTACHMENT D*** ..... ***39***
***SAMPLE CONRACT*** ..... *39*

**City of Baton Rouge, Parish of East Baton Rouge, Louisiana**
**Request for Proposal No. 20008-A21-15**
**Wastewater Treatment Plant Biosolids Hauling Services**
**September 24, 2021**

## *1. Purpose*

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing wastewater biosolids hauling services for the two City-parish operated wastewater treatment plants.

## *2. General Instructions*

Proposers shall submit proposals to the Purchasing Division, directed to the following:

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

Proposers shall submit proposals no later than **October 21, 2021, by 2:00 PM**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division
222 Saint Louis Street
8th 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 **October 21, 2021, by 2:00 PM**, local time. Proposals submitted for consideration should follow the format and order of presentation described below:

- One (1) **signed** hardcopy of the original proposal (signed on Attachment B Proposal Form) in a sealed envelope, marked [***Original***] **Wastewater Treatment Plant Biosolids Hauling Services**, five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [***Copy***] **Wastewater Treatment Plant Biosolids Hauling Services**, one (1) digitally signed proposal on CD/USB drive in PDF format, marked **Wastewater Treatment Plant Biosolids Hauling Services**, 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 **Wastewater Treatment Plant Biosolids Hauling Services** as outlined and requested in this RFP.

- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should ensure to notate clearly the name of the Proposer, the number, and the title of the RFP. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **Wastewater Treatment Plant Biosolids Hauling Services** and attend all factors applicable in a professional relationship.

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 principals 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 at https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102 and is available for vendor self-enrollment.

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. 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.

## *3. Receipt of Proposals*

**PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.**

The City-Parish will NOT accept proposals delivered after the deadline.

## *4. Schedule of Events*

| ***Item*** | ***Anticipated Schedule*** |
|---|---|
| *RFP Issued* | *September 24, 2021* |
| *Pre-Proposal Conference (non-mandatory)* | *Not Applicable* |
| *Deadline to Receive Written Inquiries* | *October 7, 2021 (5:00 PM, local time)* |
| *Deadline to Answer Written Inquiries* | *October 14, 2021* |
| *Proposal Submission Deadline* | *October 21, 2021 (2:00 PM, local time)* |
| *Oral Discussions with Proposers (if needed)* | *to be scheduled if necessary* |
| *Notice of Intent to Award* | *to be scheduled (approx. 2-4 weeks after # 5-6)* |
| *Contract Initiation* | *January 1, 2022* |

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

If the City-Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-Parish provisions shown in "Attachment D" for **Wastewater Treatment Plant Biosolids Hauling Services** and the proposal forms shown in "Attachment B" and "Attachment B-1."

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

**Proposer Inquiry**

Proposers shall submit ONLY written questions related to the proposal not later than **5:00 PM on October 7, 2021**, to:

**Kris Goranson**
**Director**
**Purchasing Division**
**P.O. Box 1471**
**Baton Rouge, LA 70821**
**Email: RFPA2115BIOSOLIDS@brla.gov**
**Fax: (225)-389-4841**

or deliver by hand to the physical location:

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

between the hours of 8:00 AM to 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 **5:00 PM on October 7, 2021**.

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

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

## *5. Intent*

The intent of this RFP is for the City-Parish Department of Environmental Services to identify proposers interested and qualified in providing biosolids handling services for the end of plant process biosolids resulting from the treatment of wastewater at the North and South Wastewater Treatment Plants. The annual budget and execution of the contract is contingent upon Council approval on December 7, 2021.

## *6. Background*

The Department of Environmental Services (DES) owns, operates and maintains the South and North Wastewater Treatment plants in Baton Rouge located at: 2850 Gardere Lane and 50 Woodpecker Avenue

## *7. Mission*

The DES desires to establish per ton rates to haul dewatered wastewater biosolids from the two City-Parish wastewater treatment plants.

## *8. Scope of Work*

### 8.1 Scope of Work/Services

The City of Baton Rouge/Parish of East Baton Rouge is interested in entering in an annual contract with a contractor for acceptance and disposal of the end of plant process biosolids resulting from the treatment of wastewater at the North and South wastewater treatment plants.

The scope of work required of the Proposer is to transport, and properly dispose of approximately 25,000 WET TONS of biosolids produced, per year, from the North Wastewater Treatment Plant, located at 55 Woodpecker, Baton Rouge, Louisiana, and the South Wastewater Treatment Plant, located at 2850 Gardere Lane, Baton Rouge, Louisiana. Quantities listed are approximate and not guaranteed. The biosolids disposal must be performed in accordance with all Local, State and Federal requirements, and shall include Proposer implemented monitoring and quality control.

Proposer is required to satisfy all regulatory agency reporting required for the work.

### 8.2 Biosolids Source and Quantities

The biosolids are generated from the municipal wastewater treatment process. The solids process for the WWTPs can be broadly categorized in the following three categories:

- Thickening – The primary objective of the thickening process is to increase the percent solids of primary biosolids andsecondary biosolids produced by the liquid treatment train.
- Anaerobic Digestion – The primary objective of anaerobic digestion is to provide stabilization and volume reduction of solids produced by the liquid treatment train. Stabilization is defined as conversion of solids present in primary biosolids and secondary biosolids to a product that is not readily putrescible. Stabilization is achieved by reducing the pathogen content of the biosolids. Volume reduction is achieved by conversion of a portion of volatile solids to digester gas.
- Dewatering – The primary objective of the dewatering process is to reduce the volume of biosolids requiring finaldisposal. The dewatering process produces dewatered cake.

Dewatered cake produced by the dewatering process is currently transported (trucked) off-site to the North Landfill for final disposal. The current solids process results in the production of biosolids in compliance with the LDEQ Sewage Biosolids and Biosolids Use or Disposal Permit, General Permit Number LAJ650000, AI Number 166433, Tempo Activity Number, PER20140001, effective July 1, 2015, and subsequent permit modification issued by LDEQ dated April 15, 2016, and LDEQ Sewage Biosolids and Biosolids Use or Disposal Permit, Permit Authorization LAJ650125, AI Number 4843, Activity Number, GEN20090001, effective April 15, 2016 – North Wastewater Treatment Plant. These documents are provided,for information, as part of Attachment A.

### 8.3 Biosolids Loading and Transportation

Proposer is responsible for providing equipment to continually receive biosolids and transporting all biosolids from the belt filter press area of the WWTP to final disposal sites. Proposer will provide all

trailers required for loading the biosolids, trucks required to transport the biosolids and complete disposal operations. Trucks shall be in full compliance with all LaDOTD requirements, fully insured, and in safe operating condition. A truck management and control plan shall be submitted in the proposal. This plan must include provisions for ensuring trucks and drivers meet minimum standards. Also, it should include a module for load quantification and truck identification. A contingency plan for spills, accidents, and incidents related to truck hauling shall be provided. All trucks transporting biosolids must have trailers with sealed tailgates to prevent leakage. Additionally, all trailers must be covered by a tarp prior to exiting the WWTPs to prevent release of biosolids during transport. Proposer is also responsible for any LDEQ and/or EPA regulations related to the transport of municipal biosolids.

**8.4 Biosolids Disposal**

If methods other than disposal at the East Baton Rouge Parish North Landfill are proposed, proposer is responsible for all elements associated with land application disposal, including, but not limited to, selection and permitting of suitable land application sites, land owner approval, scheduling of disposal operations at each permitted site; monitoring land application rates; managing disposal operations including incorporation of the biosolids into the subsoil as required by LDEQ; and recordkeeping on individual land application sites. All land that the Proposer intends to utilize for disposal through land application must meet the parameters as set forth by LDEQ. Each land application site is required to be permitted through the LDEQ. Procurement, means and methods (testing, etc), and retainage of permits for land application sites shall solely be the responsibility of the Proposer. Proposer is also responsible for any LDEQ and/or EPA regulations related to the disposal of municipal biosolids.

**8.5 Operations by Owner**

The Proposer will not interfere with, impede, or disrupt any ongoing plant operations and/or maintenance activities being performed by plant's operator, or other contractors performing separate work at the site. The Proposer shall be aware that they are working at an active WWTP site which includes the presence of certain hazardous materials. The Proposer will be required to comply with all applicable health and safety requirements including the current Operator'sHealth and Safety Plan.

As the removal of biosolids from the treatment process is critical to plant performance and permit compliance, the Proposer shall ensure that adequate containers are available to not interfere with plant operations. The supply of adequate containers on nights and weekends shall be addressed in the Operations Plan in the proposal. If landfilling is the proposed method of beneficial use, the Proposer should note the North Landfill closes at 3:00 pm on Saturdays and is closed on Sundays.

**8.6 Permits and Licenses**

The Proposer, at his own expense, shall obtain and maintain throughout the entire Contract period, all permits, licenses and approvals required for the Proposer to perform the work and services described herein or as proposed. This requirement includes, but is not limited to, environmental permits, and any required amendments or supplements to existing permits necessary to complete the work. A listing of all required permits shall be included in the Proposal. This listing shall include permit type, issuing agency, and proposed permit application submittal date.

**8.7 Safety Requirements**

The importance of safety in the performance of this scope of work cannot be overemphasized. To that end, the Contractor shall conduct his operation in a manner such that the safety and convenience of both the public and workers is regarded as of prime importance. The City-Parish reserves the right to stop the Contractor from working or to order any piece of equipment taken off the project, should it be determined

that minimum safety standards are not being met. The contractor is required to meet or exceed the owner's PPE standard.

**8.8 Finishing and Cleanup**

It is important that each site be cleaned up of all Contractor generated spills daily at that site. If this critical activity is not followed, the City-Parish's representative will issue a formal warning to the Contractor notifying him that failure to comply will result in a directive to stop work, pending the completion of all cleanup activities as directed by the City-Parish.

**8.9 Period of Agreement**

This contract shall commence upon the issuance of a Notice to Proceed by the Department representative and shall continue through December 31, 2022. For the purposes of this RFP, the anticipated Notice to Proceed is January 1, 2022. This contract will have the option of nine annual renewals for calendar years 2023 through 2031, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties.

**8.10 Payment**

All work performed shall be paid at the per ton rates in the pricing schedule, which shall be full compensation for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work.

**8.11 Price Schedule**

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B-1. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services.

*Pricing shall be based on a per wet ton cost on a weekly basis. The pricing schedule has been developed to allow for quantification of low bid cost based on an example annual quantity for the listed intervals. The schedule is based on ranges, but cost is only identified at specific increments. In between the identified intervals, incremental per wet ton cost will be applied based on linear interpolation between the intervals for the purposes of contract payment. An example is listed below:*

| | |
|---|---|
| Per ton cost for hauling 300 wet tons in a calendar week: | \$40 /wet ton |
| Per ton cost for hauling 250 wet tons in a calendar week: | \$50 /wet ton |
| | |
| Actual wet ton hauling quantity for a calendar week: | 275.34 wet tons |
| Rounded to the nearest whole number: | 275 wet tons |
| Interpolated per wet ton cost per calculation below: | \$30 /wet ton |

$$\frac{Calculated\ Cost - Cost\ \#1}{Acual\ Wet\ Tons - Wet\ tons\ at\ Cost\ \#1} = \frac{Cost\ \#2 - Cost\ \#1}{Wet\ tons\ at\ Cost\ \#2 - Wet\ tons\ at\ Cost\ \#1}$$

$$\frac{Calculated\ Cost - \$40}{Actual\ Wet\ Tons - 300\ wet\ tons} = \frac{\$50 - \$40}{250\ wet\ tons - 300\ wet\ tons}$$

$$\frac{Calculated\ Cost - \$40}{275\ wet\ tons - 25\ wet\ tons} = \frac{-\$10}{-50\ wet\ tons}$$

$$\text{Calculated Cost} - \$40 = -\$10$$

$$Calculated\ Cost = \$30$$

*Annual increases to the pay item price schedule shall be allowed as described below to compensate for annual increases in costs associated with the scope of work:*

Commencing on the first annual renewal of the contract and continuing on an annual basis thereafter through any extension of the Contract, the Disposal Fee charged by the Contractor, upon request, shall be adjusted upward as follows. The rate adjustments will be made effective on the date of the executed renewal amendment thereafter based on fluctuations in the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I."). The adjustment factor shall be calculated by each ensuing annual period by the net annual percentage change of the C.P.I. All percentage changes shall be computed as the difference between the change in the index value for the previous twelve months ending in October, divided by the change in the index value for the twelve months prior, multiplied by the applicable factors. The adjustments shall only be made if resulting in a positive increase in the Disposal Fee; if the percentage change is negative, no adjustment shall be made to the Disposal Fee for the upcoming year. Percentage changes shall not exceed 3% of the previous unit disposal fee.

**8.12 Location**

The treatment plants are located at: 2850 Gardere Lane, Baton Rouge, LA, 70820 and 50 Woodpecker Avenue, Baton Rouge, LA, 70807.

## *9. Evaluation and Selection*

**The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.**

The evaluation committee will evaluate responsive RFP submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Proposer shall be experienced in the transportation and disposal of wastewater biosolids. A minimum of two project references shall be provided, one of which must be a municipality that produces 20,000 Wet Tons per year or greater to demonstrate experience.

At minimum, Proposer shall also address the following items in the proposal:

1) **Executive Summary-**

   Provide a summary that includes a general description of the technical approach; key team members; a brief introduction describing the experience and size of the Proposer; the contact information for Proposer, and identification of subcontractors.

2) **Company Information-**

   The proposal should include a brief introduction describing the experience, size, and services provided by the Proposer along with the following information:

   a) Name, address, telephone number of main office and any branch office which will be involved in any way with theresulting contract;
   b) Identification of project team assigned specifically to this project, including information regarding all subcontractors to be used for hauling or other purposes. Include any CDL licensing as

applicable;

c) History of the company and similar projects(with summary of biosolids hauled by scale and quantity), including number of years it has been in business, present ownership and key management individuals.
d) If a Joint Venture or association of companies is proposed, the requested information should be included for each member, along with a summary of entity's business structure. Resumes of both key management and field staff shall beprovided along with an organizational chart of the entity.

**3) <u>Operations Plan-</u>**

The Proposer shall submit an Operations Plan for the project. The plan shall describe the Proposer's goals, major tasks, schedule for these tasks, staffing, organization of the project, plan for local subcontractor participation, administrative procedures, regulatory compliance procedures, monitoring, record keeping and reporting procedures, and other appropriate information.

The Operations Plan must include a description of the equipment to be used and a discussion of procedures and methodology. The Operations Plan must address mobilization, trucking needs and describe the anticipated number of trucks needed, site requirements, and how they will be acquired.

The Operations Plan shall include a detailed discussion of each component process including, but not limited to, a description of the preparation and handling operation at the WWTP, loading, tracking, and a disposal plan. A listing of equipment shall be provided as well as discussion on how they will be operated. Proposals are encouraged to include site plans depicting the locations of key operations and traffic flows.

The Proposer should also have a contingency plan in the event the proposed method does not meet the hauling needs of the City Parish. Reasons for a contingency plan may include but are not limited to: equipment failures, operator shortages, reduction in processing or storage capacity.

**4) <u>Transportation System and Disposal Location-</u>**

Describe the transportation system to be used and the ultimate disposal sites. Describe the equipment to be utilized for the transportation of the dewatered biosolids. Provide maps highlighting the primary and alternate routes for transporting the biosolids. If other reuse methodologies are proposed, Proposer shall provide a detailed description of the process, including, at a minimum, disposal procedures, required equipment, and disposal location(s). <u>Include estimated turnaround time from City-Parish operation staff notification of trailer ready for pick up, and return of empty trailer for both service locations.</u>

**5) <u>Regulatory Compliance and Permitting Experience-</u>**

Proposer shall include certification of licensing with the LDEQ for registration as an Approved Sewage Sludge Transporter in Louisiana. If alternate disposal methodologies are proposed, Proposer shall provide information describing regulatory compliance, approvals, and associated permits. Summary shall include, but not limited to, experience in meeting permit conditions and other regulatory requirements for biosolids land application. The Proposer shall also provide a listing of any Notices of Violation (NOVs) or legal actions received from any Federal, State, or Local regulatory agencies against any member of the Proposer's team during the past five years, relating to biosolid operation.

**Each Proposer should address within the proposal how the firm will meet all the requirements of this RFP as described in the scope of work. Proposers will be assessed on the below listed**

**criteria and shall receive an allocation of points (up to the maximum) based upon the following schedule:**

| **Background & Experience** | **Maximum Points** |
|---|---|
| Proposer's experience with similar biosolids hauling contracts. | 20 |
| **Technical Criteria** | |
| Equipment to be allocated to this contract including trucks, trailers, or other as may be required. A listing of equipment to be used shall be included in the proposal. Listings shall include year/make/model, volume capacity of trailers, weight capacity of trailers, length and height of trailers, type of dumping method, and any other relevant information as it pertains to the functional use of the equipment in daily operations. | 15 |
| Information demonstrating the Proposer's financial stability (Examples include: financial statements, annual reports, or certified financial stability statements from financial institutions, insurance or bonding companies). | 5 |
| Personnel (both in house and subcontractors) allocated to this contract. This should include an organizational chart and personnel resumes specific to this contract for management, administration, and operational personnel. Any required licensing shall be included with the resumes of personnel as applicable. | 10 |
| Proposer's ability to consistently perform the services described in the scope of work as it relates to the scheduling and management of this contract. This should include contingency plans for adverse weather days, employee time off due to vacations or sick leave and equipment malfunctions. Included in this section is the disposal location and typical turn around time. | 20 |
| **Cost** | 30 |
| | |
| **TOTAL POINTS** | 100 |

Proposer must receive a minimum score of 50 points of the total available points (70) in *Background & Experience* and *Technical Criteria* to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to Cost Evaluation.**

**Cost Evaluation**

The Purchasing Division evaluation committee will then evaluate responsive proposals on cost. Prices proposed shall be firm but subject to negotiation.

Pricing will be evaluated by all costs, inclusive of the maximum fee for all services and by all other costs, if any, proposed by the Proposer.

The Proposer with the lowest total cost for **Wastewater Treatment Plant Biosolids Hauling Services** provided to the Department of Environmental Services shall receive the maximum allocated points, a portion of these points, or no points, depending upon the merit of its cost section of the Proposal.
**The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services described in the RFP. Each service should be broken down and totaled.**

Proposers shall receive cost points based upon the following formula:

**CCS (points) = (LPC/TCP) x MAXIMUM**

CCS = Computed Cost Score (points) for Proposer being evaluated;
LPC = Lowest Proposed Cost of all Proposers;
TCP = Total Cost of Proposer being evaluated;
MAXIMUM = Maximum Allocated Points for cost being evaluated
The point scores for Background & Experience, Technical Criteria, and Cost will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award. The formula for selection is as follows:

Example:

Proposer No. 1
TOTAL ANNUAL COST - $ 100,000
$100,000/$100,000 = 1.00 x 30 = 30 points

Proposer No. 2
TOTAL ANNUAL COST - $ 110,000
$100,000/$110,000 = 0.91 x 30 = 27.3 points

**B&E + TC + CCS = TOTAL SCORE**

B&E = Background and Experience
TC = Technical Criteria
CCS = Computed Cost Score

The Evaluation committee may:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in the evaluation of the proposals;
- Request interviews and presentations with any Proposer to clarify any questions or considerations based on the information contained in the proposal.

## ***10. Notice of Intent to Award***

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. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City-Parish, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next 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.

## *11. Contract Negotiations*

If, for any reason, the Proposer whose proposal is most responsive to the City-Parish's needs, price, and other evaluation factors set forth in the RFP considered, does not agree to 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 price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

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 sample contract "Attachment F" 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 **30 days,** or if the selected Proposer fails to sign the contract within **seven 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 and other factors considered.

## *12. 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.

**Confidential Information, Trade Secrets, and Proprietary Information**

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. 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 your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, 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.

## ***13. Legibility / Clarity***

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

## ***14. 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 negotiation.

**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***] **Wastewater Treatment Plant Biosolids Hauling Services**.

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.

**Deliverables**

The deliverables and structure listed in "Attachment A" are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

**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.

**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.**

**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.

## *15. Required Attachments with Proposal*

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- "Attachment B" Proposal Forms
- "Attachment B-1" Pricing Schedule

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

- "Attachment C" Insurance Requirements

## *16. Sample Agreement*

The City-Parish supplies a sample professional services agreement in "Attachment F."

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample 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).

## *17. 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.

## *18. 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.

**Submission Documents**

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals 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 your firm, address, telephone number(s), facsimile machine 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 5 Pages)
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your 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) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

a) Proposer *Background & Experience*
b) Financial strength and stability of the firm
c) Service plan/defined processes fulfilling *Technical Criteria* requirements
d) Other related services
e) Proposer's fees and other costs
f) Attachments

*Please refer to Section 9 for any other specific information that shall be provided in the proposal*

**Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about January 1, 2022, and shall cover **Wastewater Treatment Plant Biosolids Hauling Services** through December 31, 2022**,** with the option to renew for up to nine additional one-year periods, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties.

## *19. 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 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.

## *20. Debriefing*

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to 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 vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

## ***21. Errors and Omissions in Proposal***

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

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

## ***22. Waiver of Administrative Informalities***

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

## ***23. Minimum Scope of Insurance***

Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see "Attachment C").

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

## ***24. 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 vendor, if applicable.

## ***25. Proposer Responsibilities***

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected

Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## *26. Use of Sub-contractors*

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. The prime Proposer shall be responsible for all deliverables referenced in this RFP.

## *27. 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.

## *28. 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.

## *29. 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.

## *30. Liability & Risk Management*

**Insurance**

Proposer shall secure and maintain at its expense such insurance t hat 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 "Attachment C." 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* One Million Dollars ($1,000,000.00) 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 ($1,000,000.00) 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.

**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.

## *31. Written or Oral Discussions / Presentation*

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible 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 vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

## *32. 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 with a maximum (not to exceed) total contract price. 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.

## *33. Termination*

**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.

**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.

**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.

## *34. 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 approved by the City-Parish.

## *35. 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.

## *36. 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.

## *37. 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.

## ***38. 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 years after termination of services to City-Parish hereunder.

## ***39. 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.

## ***40. 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.

## ***41. 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.

## ***42. 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.***

**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.

**Equal Employment Opportunity**

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

1) 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.

2) 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.

3) 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.

4) 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.

5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his 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.

7) 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 September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) 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 September 24, 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 September 24, 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.

**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.

**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.

**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 Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**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).

**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.

**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.

**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.

**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.

**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.

# ATTACHMENT A
# NEEDED SERVICES & DELIVERABLES

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals 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 your firm, address, telephone number(s), facsimile machine 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 5 Pages)
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your 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) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

a) Proposer *Background & Experience*
b) Financial strength and stability of the firm
c) Service plan/defined processes fulfilling *Technical Criteria* requirements
d) Other related services
e) Proposer's fees and other costs
f) Attachments

**ATTACHMENT B**
**PROPOSAL FORMS**
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **October 21, 2021, at 2:00 P.M**., local time, at the following location:

City Hall Building
Division of Purchasing
222 St. Louis Street, Room #826
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:

**"Wastewater Treatment Plant Biosolids Hauling Services"**

As set forth in the following Contract Documents:

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

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined 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 Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond 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 August 2, 2021, 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: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be included with the proposal submittal.**

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

_____

(Signature)

_____

(Typed Name)

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

## PROPOSER'S ORGANIZATION

PROPOSER IS:

**AN INDIVIDUAL**

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

**A PARTNERSHIP**

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

**A LIMITED LIABILITY COMPANY**

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

**A CORPORATION**

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

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

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

**CORPORATE RESOLUTION**

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this ____ day of _____, 2021, 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, _____, herby 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 _____, 2021, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 2021.

_____
Secretary

**AFFIDAVIT**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

_____

who, being duly sworn did depose and say:

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

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

_____

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this_____day of October, 2021
Baton Rouge, Louisiana.

_____

NOTARY PUBLIC

day of _____

# ATTACHMENT B-1
# PRICING SCHEDULE

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

***This form should be sealed in a separate envelope marked "Proposed Costs & Fees."**

**Company Name: _____**

The financial proposal shall include any and all costs the Vendor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be detailed with proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to, **Labor & Staffing; Services, Procedures, & Products; and All Other Elements of Cost.**

**REFER TO SECTION 8.11 FOR EXPLANATION OF PRICING SCHEDULE**

| South Wastewater Treatment Plant | | | |
|---|---|---|---|
| **Weekly Wet Tons Hauled** | **Example Annual Quantities** | **Price Per Wet Ton** | **Extension Price** |
| </=150 | 4 | | |
| 150 | 4 | | |
| 200 | 2 | | |
| 250 | 4 | | |
| 300 | 6 | | |
| 350 | 14 | | |
| 400 | 10 | | |
| 450 | 4 | | |
| >/=500 | 4 | | |
| | | **Total Example Annual Cost** | |

| North Wastewater Treatment Plant | | | |
|---|---|---|---|
| **Weekly Wet Tons Hauled** | **Example Annual Quantities** | **Price Per Wet Ton** | **Extension Price** |
| </=40 | 3 | | |
| 40 | 4 | | |
| 60 | 8 | | |
| 80 | 17 | | |
| 100 | 9 | | |
| 120 | 8 | | |
| >/=140 | 3 | | |
| | | **Total Example Annual Cost** | |

**Total Cost for Both Plants**: _____

# ATTACHMENT C
# INSURANCE REQUIREMENTS

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

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

| | | | |
|---|---|---|---|
| A. | Commercial General Liability | General Aggregate<br>Each Occurrence | $2,000,000<br>$1,000,000 |
| B. | Business Auto Policy<br>Any Auto; or Owned, Non-Owned, & Hired: | Combined Single Limit | $1,000,000 |

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

The City of Baton Rouge, Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Proposer.

Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

**The Certificate Holder should be shown as**:

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

**NOTE TO PROPOSERS:**

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

**ATTACHMENT D**
**SAMPLE CONRACT**
**Wastewater Treatment Plant Biosolids Hauling Services**
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

This Agreement entered into effective the ___day of _____, 2021 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as "City-Parish" on behalf of the Department of Environmental Services, and **Successful Proposer**, hereinafter referred to as "Service Provider".

## Article I: Term

This contract shall commence upon the issuance of a Notice to Proceed by the Department and shall continue through December 31, 2022. This contract will have the option of nine annual renewals for calendar years 2023 through 2031. Extension of the contract into subsequent time periods shall be made by letter on or before the expiration of the contract and is only possible if all prices and conditions remain the same upon mutual agreement of both parties.

## Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the "Department" as defined per Attachment "A", attached and made a part of this agreement as authorized by Metropolitan Council resolution ##### / EBROSCO resolution #### dated November ##, 2021.

## Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

## Article IV: Conflict of Interest and Louisiana Code of Ethics

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at https://www.legis.la.gov/legis/Law.aspx?d=99214). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City-Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration

of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the ***only*** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: http://ethics.la.gov/Pub/Laws/ethsum.pdf. The Louisiana Board of Ethics website is http://ethics.la.gov/.

## Article V: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than $1,000,000. A certificate of insurance evidencing the required coverage as noted in Attachment "#" shall be provided prior to final execution of the contract and commencement of work.

## Article VI: Indemnification

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

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

## Article VII: Cybersecurity Prerequisites

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City-Parish proof of said completion prior to being granted access to said assets.

## Article VIII: Compensation

The City-Parish shall pay and Service Provider agrees to accept the unit prices in Attachment B as full compensation for the professional services to be performed under this contract. The contract amounts shall not exceed $1,500,000 annually.

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices in the Department invoice portal with appropriate documentation.

## Article IX: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

## Article X: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years.

## Article XI: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

## Article XII: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

## Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

## Article XIV: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider 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 the

agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

## Article XV: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

## Article XVI: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

## Article XVII: Federal Clauses

Attachment "#" contains federal clauses that were included in the RFP for this contract. There federal clauses are mandatory if Federal Funds are utilized. On this particular contract, the most common instance where federal funding would be used is in response to a declared disaster where FEMA reimbursement is requested for damages to the odor control equipment. By signing this contract, the Service Provider acknowledges the use of and agrees to comply with these federal clauses if this contract is used in response to a declared disaster.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

**WITNESSES**

_____

***City of Baton Rouge and Parish of East Baton Rouge***

By: _____

**Sharon Weston Broome**
**Mayor-President**

Date: _____

***Successful Proposer***

_____

By: _____

Date: _____

**Approved:**

_____

**Richard Speer, PE**
**Environmental Services Director**

**Approved:**

_____

**Kelvin J. Hill, Assistant CAO**
**Office of the Mayor-President**

**Approved as to form:**

_____

**Office of the Parish Attorney**