



CITY OF BAKER, LOUISIANA  
REQUEST FOR PROPOSALS  
*WASTE & RECYCLING SERVICES*

**Proposal Advertised Via**

The Advocate  
City of Baker Website  
LaMats Website

**Questions**

Ashley Batts  
Purchasing Agent  
City of Baker, LA  
225-775-1822

**CITY OF BAKER, LA  
REQUEST FOR PROPOSALS  
WASTE & RECYLING SERVICES**

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**SECTION 1**  
**NOTICE TO RESPONDING CONTRACTORS**

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified contractors for waste and recycling services for the City of Baker (City) that conform to the specifications stated in this proposal. Pricing shall be quoted separately for each service or bundle of services. Any proposal that does not conform to these instructions may be rejected.

All questions or inquiries regarding this RFP shall be submitted via written/printed source including, email or hand-delivered written notice. Emailed or handwritten questions or inquiries will be accepted by all prospective respondents in accordance with the terms and conditions of this RFP. All questions or inquiries regarding this RFP shall be submitted on or before February 26, 2024, by 4:00 PM via email or written notice to [abatts@cityofbakerla.com](mailto:abatts@cityofbakerla.com) addressed as follows:

*“Question/Inquiry regarding CITY OF BAKER, LOUISIANA  
RFP – Waste & Recycling Services”*

Should any prospective respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective respondent find any ambiguity, inconsistency, or omission therein, the respondent shall make a written request for an official interpretation or correction. Such requests shall be submitted via email to [abatts@cityofbakerla.com](mailto:abatts@cityofbakerla.com) addressed as follows:

*“Request for Interpretation/Clarification regarding CITY OF BAKER, LOUISIANA  
RFP – Waste & Recycling Services”*

All requests for interpretation or clarification are due on or before February 26, 2024, by 4PM. The City of Baker shall accept no changes to the proposal documents made by the prospective respondent.

The City of Baker officially distributes proposal documents through the City of Baker website ([www.cityofbakerla.com](http://www.cityofbakerla.com) or <https://lamats.eauctionservices.com>). Copies of the proposal documents obtained from any other source are not considered official copies. Only prospective contractors that obtain proposal documents from these sources are guaranteed access to addendum information, if any are issued. If you obtained City of Baker proposal documents from other sources, it is recommended that you obtain an official proposal from the City of Baker’s website for submission purposes.

**SECTION 2  
SCHEDULE**

The RFP schedule and related deadlines are as follows:

Issuance of RFP including Notice to SMWBE & LSAF	February 12, 2024
Advertisement in Official Journal	February 15, 2024 February 20, 2024 February 27, 2024
Receipt of written inquiries/clarifications	February 29, 2024 by 4PM
Response to written inquiries/clarifications	March 4, 2024 by 4PM
Issue Addenda, if necessary	March 4, 2024 by 4PM
Receipt of Proposal	March 14, 2024 by 4PM CST
Opening of Proposals	March 18, 2024 @ 9AM CST
Interviews, if necessary	March 19, 2024
Approval	March 21, 2024
Effective Date of Contract	May 1, 2024

*All necessary information to allow public viewing/participation of proposal opening will be posted on the City's website at least 24 hours prior to the meeting day/time.*

[www.cityofbakerla.com](http://www.cityofbakerla.com)

*Administration*

*Finance*

*Bids and Proposals*

## SECTION 3 INSTRUCTIONS TO RESPONDENTS

### ***Preparation***

Proposals should be prepared simply and economically providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP. **Completion of the Proposal Form and the provision of the requested attachments are mandatory.** This form is included in Section 4, Scope of Work, on page 6.

Proposals become the property of the City of Baker, LA once reviewed whether awarded or rejected. All information contained in the Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, Freedom of Information Act except where specifically exempted.

All proposals shall include references. The City reserves the right to contact any of the references included in the proposal submitted as well as the representatives of any contracts submitted under experience.

All proposals shall include Price Sheet(s) based on the service or bundle of services being bid.

Small and minority businesses, women's business enterprises and labor surplus area firms are encouraged to submit proposals. Firms using subcontractors must solicit such firms in the subcontracting process. The City of Baker is an Equal Opportunity Employer; all bids must be in compliance with 2 CFR 200 Appendix II(C), 200.327-329, Appendix II(I), 200.336, 200.333, Appendix II(J) See 200.322, 200.325, Appendix II(D), Appendix II(B), Appendix II(E) and Appendix(G).

### ***Terms and Conditions***

The City of Baker reserves the right to:

- a. select a Respondent without an interview;
- b. reject any proposal it determines to be unresponsive and deficient in any of the information requested;
- c. cancel any bids/proposals;
- d. accept a proposal that is not the lowest priced proposal.

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.

The City shall not be required to award a contract to any of the Respondents that submit a proposal in response to this RFP. At its sole and absolute discretion, the City shall determine the successful Respondent, if any. Reasons for non-award of this contract may include, but are not limited to, dissatisfaction of the submitted proposals, insufficient interest from Respondents, withdrawal of one or more of the grants or funding sources anticipated being used to fund the project.

The City of Baker assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a contract. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission, and selection process for the Proposal.

All subcontractors shall be clearly identified in the proposal. All subcontractors permitted to do any portion of the work will be bound by the terms, conditions, and specifications of the selected Respondent's contract with the City. The Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Baker for such acts or omissions. It is the responsibility and duty of the Respondent to see that all conditions are met by the subcontractor(s). All directions given to the subcontractor in the field by the City shall bind the Contractor the same way as if they were given to the Respondent directly.

***Delivery***

Interested contractor(s) should submit three (3) paper copies and one (1) .pdf copy of their Proposal clearly marked on the front cover with, "Waste & Recycling Services". Submission through LaMats portal is considered delivery of three (3) paper copies and one (1) .pdf copy.

Responses shall be addressed to:

Ashley Batts, Purchasing Agent  
City of Baker, Louisiana  
P O Box 707  
Baker, LA 70704-0707

They may be hand-delivered to 3325 Groom Road in Baker, LA on or before the published due date/time. Hand-delivered proposals must be date/time stamped by the City's receptionist and evidenced by her signature, to be considered. Delivery method must ensure that responses be physically received on or before the date and time indicated in the Schedule at Section 2.

Additional time will not be granted to a single respondent; however, additional time may be granted to all respondents when the city determines that circumstances warrant it.

***Interviews***

The City has the right to request interviews with selected Respondents regarding their qualifications, experience, proposed work plan and fee proposal. These oral interviews may be recorded either by tape or virtual meeting. Such interviews will be held in accordance with the Schedule in Section 2.

***Selection Criteria***

A selection committee comprised of members from the City of Baker procurement, finance, public works, and/or administration will complete the evaluation of all submissions.

***Debarment and Suspension***

Along with your proposal, if services are to be funded with federal monies, you also must include verification that your company (as well as the company's principal and any subcontractors) is not listed (i.e., is not debarred) through the Federal System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Please include a printed copy of the search results that includes the recorded date.

***Award Protests***

Any protests regarding the award of this RFP must be in writing to the Purchasing Agent within five (5) business days of the opening/review date. It must clearly state the reason(s) for the protest. The Purchasing Agent will provide the Respondent with the appropriate instructions for filing a protest. It will be reviewed by the City Attorney or his/her designee whose decision shall be final.

### ***Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms***

The Respondent shall, in accordance with 2 CFR 200.321 demonstrate the intended roles of SMWBE & LSAF for the project, demonstrate an ability to give priority to and show how qualified SMWBE & LSAF services would be utilized in the project team. The selected Respondent shall be responsible for providing appropriate SMWBE & LSAF documents during negotiations. Specific steps to fulfill this vendor diversity requirement include:

- Placing qualified small and minority businesses and women business enterprises on solicitation lists
- Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit participation by small and minority business and women’s business enterprises
- Establishing delivery schedules – where the requirement permits – which encourage participation by small and minority businesses and women’s enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the U.S. Department of Commerce (DOC); and
- Requiring the Prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this section.

### ***Size of Proposal***

The total size of the RFP submitted should be 8.5” x 11” paper and no more than 30 pages, single-sided, in length.

Certificates of liability and professional insurance do NOT count towards the RFP page count.

If connection diagrams or material schedules are provided, they may be on 11” X 17” and will count as one (1) page.

Supplemental information is limited to 10 pages, must be separate from the base proposal and must clearly be labeled as “Supplemental Material”. A digital copy shall be provided in PDF format and all RFP information should be submitted as a single file. Any additional information supplemented to the RFP should be submitted in PDF format in a separate single file.

## SECTION 4 SCOPE OF WORK

This project includes services related to (1) waste retrieval and disposal, (2) bulky waste, white goods, etc., and (3) recycling services. Work under this contract shall consist of items contained in the Proposal Form covering all supervision, materials, equipment, and all other items necessary to complete said work in accordance with the contract documents.

### PROPOSAL FORM

PROPOSALS MUST ADEQUATELY ADDRESS THE FOLLOWING ITEMS OR PROVIDE AN ALTERNATIVE SOLUTION (WHERE INDICATED) AND REASON FOR THE ALTERNATIVE SOLUTION (INCLUDING COST INCREASE OR COST DECREASE TO THE CITY).

### GLOSSARY OF TERMS

**Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain integrity when lifted by the top. The total weight of a bag and its contents shall not exceed 35 pounds.

**Bulky Waste** – Furniture and other waste material with weights or volumes greater than those allowed for bins or containers. Dead animals, hazardous waste, or industrial waste are specifically excluded from this category.

**Bundle** – Tree, shrub, brush trimmings and rubbish which are tied or bound, not to exceed 60lbs.

**Building Material(s)** – Building material(s) resulting from construction, remodeling, repair, or demolition operations performed by the owner of a service unit.

**City** – Baker, LA

**Container** – Also referred to as “bin” and “cart”. A wheeled, receptacle with a capacity of greater than 94 gallons but less than 100 gallons constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 60lbs.

**Contract/Documents** – The contractor’s proposal, the contract, performance bond and any addenda or changes to the foregoing documents agreed to by the city and the contractor.

**Contractor** – The person, corporation, or partnership performing refuse collection, landfill operation, and recycling services under contract with City.

**Curbside** – The portion of the right-of-way adjacent to paved or traveled roadways (including alleys easily accessible to standard collection equipment).

**Dead Animals** – Animals or portions thereof equal to or greater than 10lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

**Disposal Site** – A sanitary landfill, which has a final permit issued by the State of Louisiana, DEQ, and other appropriate agencies.

**Garbage** – Any or all dead animals, every accumulation of waste (animal, vegetable, or other matter). Other waste that results from the preparation, processing, consumption, dealing in, handling, packaging, canning,



storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including but not limited to used tin cans, and other food containers; all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents; except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste or rubbish.

**Hazardous Waste** – Any chemical, compound, mixture, substance, or article which is designated by the United States EPA or appropriate agency of the State to be hazardous as the term is defined by or pursuant to federal or state law. For this contract's purposes, the term hazardous waste shall also include motor oil, gasoline, paint, and paint cans.

**Landfill** – A disposal site which has a legal license or binding authority to dispose of all matters and materials under the agreement.

**Multi-Family** - Residential multi-family dwellings of over four (4) units may be included in this contract at the city's discretion and in accordance with city ordinances these dwellings are designated as large multi-family residential units.

**Recycle** – Items such as aluminum or steel cans, cardboard, glass bottles, household plastic, magazines, mail, and paper, rinsed and free of food or product contents. Refuse – This term shall refer to garbage, white goods, large wood products, bulky waste, construction debris, and rubbish generated at a service unit.

**Residential Refuse** – All garbage and rubbish generated at a residential unit or service unit.

**Residential Unit** – A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.

**Rubbish** – All waste wood, limbs, tree trimmings and the like, not exceeding six inches in diameter and six feet in length and not exceeding 60 pounds, bundled, or neatly stacked for pick up. All wood products, grass cutting, dead plants, weeds, leaves, chips, shavings, sawdust, or straw shall be containerized in bags or boxes; magazines and newspapers shall be bundled as shall all other paper, pasteboard, and rans. Bundles not to exceed 60 pounds. Used and discarded shoes and boots and all other material of like kind of nature, including sweepings, glass, mineral and metallic substances, as well as all other defined refuse, shall be containerized or bagged.

**Service Unit** – A service unit shall be a residential, multi-family complex or commercial business or any other unit having 95-to-100-gallon containers or less. A service unit will require pickup at least twice per week.

**White Goods** – Stoves, hot water heaters, refrigerators, freezers, and like appliances.

**Wood Products (Large)** – Waste wood, limbs, trees, tree trimmings, and the like excluding those generated by contract labor, exceeding six inches in diameter and six feet in length and/or exceeding 60lbs., which is capable of retrieval by contractors' equipment.

**SERVICE & CONTRACT REQUIREMENTS**

**I. CONTAINERS:** The contractor shall supply all containers required for garbage and recyclable waste. Container/bin/cart size: 95- or 100-gallon (class) containers are required for garbage and recycling bins. Condition of container/bin/carts: The City of Baker will allow new, 'like new', or 'slightly used' conditions. New containers are NOT required, however, 'like new' or 'slightly used' containers MUST be in complete working order (working wheels & lids, no holes, etc.).

Agree: \_\_\_\_\_ or Alternatives to Consider (and why):

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**II. SCOPE OF WORK:** The work under this contract shall consist of items contained herein including all supervision, materials, equipment, and all other items necessary to complete said work in accordance with the contract documents. In addition, the contractor shall be responsible for cleaning up any material spilled or blown during pickup and/or hauling operations. All collection vehicles shall be equipped with the proper tools to do so. The Contractor is responsible for issuing all service units one (1) wheeled cart for household garbage. Recycle carts may be obtained by customers upon request to City. Cart maintenance shall be the responsibility of Contractor. The contractor is responsible for replacing damaged carts.

A. Storms and Other Disasters – Work under this contract does not include the collection or disposal of any increased volume resulting from a flood, hurricane, or other natural disaster over which the Contractor has no control. In the event of such a flood, hurricane, or other natural disaster, Contractor and City will negotiate the payment to be made to Contractor. Further, if the City and Contractor reach such an agreement, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.

Agree: \_\_\_\_\_ or Alternatives to Consider (and why):

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### III. COLLECTION OPERATIONS

A. Service Provided – Contractor shall provide quality curbside collection service for the collection of refuse to each service unit per Price Sheet. Containers, bags, bundles, and rubbish shall be placed at the curbside by 5:00AM of the designated collection day.

Recycling services shall be provided per Price Sheet with recycling bins placed curbside by 5:00AM on the designated collection day. The Contractor shall collect from service units all white goods, bulky waste, construction debris, and large wood products once per week.

B. Location of containers, bags, and bundles for collection – Each container, bag, bundle, rubbish stack and bulky waste, shall be placed at curbside for collection. Refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, refuse shall be placed as close as practicable to an access point for collection vehicle. Contractor may decline to collect any refuse not so placed.

Hours of Operation – Collection of refuse shall not start before 6:00AM or continue after 8:00PM on the same day. Exceptions to collections hours shall be affected upon mutual agreement of City and Contractor.

C. Routes of Collection – Service unit collection routes shall be established by the contractor. Contractor shall submit a map designating the service unit collection routes to City for their approval and shall not be unreasonably withheld. Contractor may, from time to time, propose to City for approval, changes in the routes or days of collection affecting service units. Approval shall not be unreasonably withheld. Upon City approval of the proposed changes, City shall promptly give written or published notice to the affected service units.

D. Holidays – The following shall be observed holidays for purposes of this contract: Thanksgiving Day - Christmas Day - New Year's Day. Contractor may decide to observe any or all the above-mentioned holidays by suspension of collection service on the holiday, but such decision, in no manor, relieves Contractor of their obligation to provide collection service at service units at least once per week.

E. Complaints – All complaints shall be made to the Contractor and shall be given prompt and courteous attention. In the case of complaints or missed scheduled collections, Contractor shall investigate. If such allegations are verified, Contractor shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received. City shall provide Contractor a list of complaints made directly to City including name and address, and where possible, telephone number. Contractor shall maintain a log of all complaints to include the date and time the complaint was received, the nature of the complaint, and the Contractor's response.

F. Collection Equipment – Contractor shall provide enough vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition always. Each vehicle shall have clearly visible on each side, the identity, and the telephone number of Contractor. If vehicles are housed in the city, they may not be done so in residential areas.

G. Office – Contractor shall maintain an office staffed by a person with adequate authority and ability to maintain a proper level of service and to immediately respond to complaints and problems. It shall be equipped with sufficient telephone lines and shall be open from at least 8:00AM to 4:30PM on regular collection days.

H. Hauling – All refuse hauled by the contractor shall be so contained, tied, or enclosed so that leaking, spilling, or blowing are prevented. In the event of spillage by Contractor, Contractor shall be required to clean up the litter.



in whole or in part, by the negligence and/or fault of Contractor, its officers, agents, servants, and employees; provided however, that Contractor shall not be responsible for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees caused by the exclusive negligence and/or fault of City, its officers, agents, servants and employees.

**VIII. LICENSES AND TAXES (MANDATORY)**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this contract) and promptly pay all taxes required by the city, parish, and state.

**IX. TERM (MANDATORY)**

This contract shall be in effect for three (3) years beginning May 1, 2024, and ending at 12:00AM of April 30, 2027. The term of this contract may be renewed for an additional 2 years upon written consent between the parties as allowed by law. This two-year renewal shall be executed at least ninety (90) days before the existing contract expires. Absent the parties’ written consent to renew it within the specified time, the contract shall automatically expire.

**X. INSURANCE**

Contractor shall always during the contract term maintain in full force and effect employers' liability, workmen's compensation, public liability, and damage insurance, including contractual liability coverage for the provisions of herein. All insurance shall have policy limits acceptable to City and before commencement of work hereunder. The contractor agrees to furnish City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificate(s) shall contain the following expressed obligations: “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty days prior written notice will be given to the certificate holder. City should be made an additional insured under all policies maintained by the Contractor with City to be provided with a certificate of insurance for all such policies to the full extent of the Contractor’s indemnity obligation.

For the purpose of this contract, Contractor shall carry the following types of insurance in at least the limits specified below:

<b>COVERAGE</b>	<b>LIMIT OF LIABILITY</b>
Employer’s Liability	\$500,000
Bodily Injury Liability (Except Automobile)	\$500,000 Combined Limits per Occurrence
Property Damage Liability (Except Automobile)	\$500,00 Each Occurrence \$1,000,000 Aggregate
Automobile Bodily Injury Liability	\$5,000,000 Combined Limits per Occurrence
Automobile Property Damage Liability	\$500,000 Each Occurrence
Excess Umbrella Liability	\$500,000 Each Occurrence

As an alternative to the above, the contractor may insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention policy of an amount of \$1,000,000 with the result that Contractor is its own insurer to that extent. However, the protection afforded shall be no less than specified above. The coverages may be provided by Contractor’s parent corporation.

Agree: \_\_\_\_\_ or Alternatives to Consider (and why):

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**XI. BOND**

The contractor will be required to furnish a corporate surety bond as security for this contract's performance. Said surety bonds must be in the amount of 50% of the six-month value of the contract for collection services. Premium for the bond described above shall be paid by Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state of Louisiana. The bond shall be due upon the awarding of the contract. Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Agree: \_\_\_\_\_ or Alternatives to Consider (and why):

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**XII. BASIS AND METHOD OF PAYMENT**

A. Collection and Disposal Rates – For collection and disposal services required to be performed pursuant to services provided, the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with modification to rates. The charges for any additional services shall be provided as a scheduled addendum, attached to and incorporated into this contract. The refuse collection charges provided in this contract shall include all fuel, administrative, labor, disposal, recycling, related landfill fees, and any other operation costs.

B. Modification to Rates – The fees which may be charged by the Contractor commencing the third and subsequent years, if any, of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the garbage and trash index of the Consumer Price Index. As of May 1<sup>st</sup> of each contract year (the rate modification date) commencing on May 1, 2027, the fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to 90 percent of the net percentage change of the All-Items Index plus ten percent of the net percent change of the Gasoline Index. All percentage changes are to be computed as the difference between the index values for the rate modification date divided by the index value for the third full month prior to the commencement of the contract. By March 31<sup>st</sup> of each year, the contractor shall send City a comparative statement setting out for both the All-Items Index and the Gasoline Index:

1. The index value of the third full month prior to commencement of the contract.
2. The index value of the rate modification date proceeding the date of statement.

3. The net percentage change.

4. The composite percentage change equal to 90 percent of the net percentage change in All Items Index plus 10 percent of the net percentage change in the gasoline index.

5. The increase or decrease in the fees which may be charged by Contractor on the next billing date after the receipt of the comparative statement, City shall pay to Contractor or Contractor shall credit to City a lump sum equal to any increase or decrease applicable to the portion of the current period which has elapsed and therefore, the fees charged by the contractor shall be modified to reflect and change until a different comparative statement is received by City. If the landfill becomes unavailable for any reason for refuse disposal during the contract term, Contractor shall provide an alternative disposal site. In the event, City shall pay an additional amount to the contract, which amount shall be mutually agreed on between the parties, if a calculable increase in costs occurs. In the event the parties are unable to reach an agreement, Contractor, in its sole discretion, may elect to terminate this contract with thirty days-notice, or to continue the contract at the then current rates. In addition to the above, Contractor may petition the City for additional rate and price adjustments at reasonable times based on unusual changes in its cost of operations, such as revised laws, ordinances, or regulations, an increase in the number of service units, such as City growth, or annexation, and for other reasons. The city shall not unreasonably deny these requests. City may request and be provided with an audit of actual expenses as it pertains to this contract to analyze and request increase in rates that, in the city's opinion, appears unusual, or if City believes it is entitled to a lowered charge by virtue of a reduction in cost. If requested, audits shall be furnished to City prior to any additional payment made by City. The cost of the audit shall be split between the parties. In order to provide a formal method through which disposal rates would be adjusted to offset increases in disposal costs should the disposal operator raise their fees for disposal, the disposal rate shall be adjusted utilizing a generation rate of 1.2 tons per year, per service unit, and a conversion factor of four truck yards equal to one ton, if disposal fees are increased equally to all similarly situated contractors.

C. Delinquent and Closed Accounts – Contractor shall discontinue refuse collection service at any service unit as set forth in a written notice sent to it by City. Upon further notification by City, Contractor shall resume refuse collection on the next regularly scheduled collection day. City shall indemnify and hold Contractor harmless for any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigations and attorney's fees) resulting from Contractor discontinuing service at any location at the direction of the City.

D. Contractor Billing to City – Contractor shall bill City for services rendered to service units within the ten days following the end of the month and City shall pay Contractor on or before the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in the contract documents.

E. Payment – Payment shall be made to Contractor at the contracted monthly rate for each premises served. When the contract is initially placed in effect, an actual count of the service units served shall be accomplished jointly by representatives of the Contractor and City. The parties shall update the count at the request of either party. Payment at the contracted rate shall include all labor, materials, and the cost of doing business for the collection and disposal of all waste in the city. Each apartment or single-family dwelling unit in a condominium shall be paid for separately as a service unit. Each unit whose waste does not exceed five-to-thirty-gallon containers per pickup day shall be paid for as one service unit.

Agree: \_\_\_\_\_ or Alternatives to Consider (and why):

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**XIII. TRANSFERABILITY OF CONTRACT**

No assignment of the contract of any right accruing under this contract shall be made in whole or in part by the contractor without the express written consent of City. In the event of any assignment, the assignee shall assume the liability of Contractor.

**XIV. NON-EXCLUSIVE CONTRACT**

The contractor shall have a non-exclusive franchise, license and privilege to provide refuse collection, removal and disposal services within the corporate limits of the city.

**XV. BREACH OF CONTRACT**

As a breach of the specific services provided by this contract would cause serious and substantial damages to City and its occupants, and the nature of the contract would render it impractical or extremely difficult to fix the actual damages sustained by City by such breach, it is agreed that in case of breach of service, the City may elect to collect liquidated damages as specified below and not as penalty, the amount set forth below, such sums being agreed as the amount City will be damaged by the breach of such service:

<b>BREACH OF SERVICE ITEM</b>	<b>PENALTY</b>
A truck beginning residential collection prior to 5:00AM without approval of City	\$100 per half-hour per truck before 5:00AM
Failure to collect missed collections for each unit within 24 hours upon notification of Contractor	\$50 per unit missed
Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, failure to leave trash can upright, or similar violations	\$50 per violation
For each day the office is not staffed or reachable by telephone during office hours in accordance with the office requirements	\$100 per day per violation

Such liquidated damages, documented by City personnel, will be deducted from the monthly payments due to Contractor. Written documentation by City personnel shall be deemed sufficient evidence to assess liquidated damages. If Contractor fails to provide the refuse services required by this agreement for the period more than two consecutive scheduled working days, City Council may take the following actions:

1. Employ such means as it deems advisable and appropriate to continue work until such matter is resolved and Contractor is again able to carry out their operations under this contract.
2. Deduct all operating expenses incurred by City from any money then due it or to become due the contractor, collect the amount due either from Contractor, or surety or both and assert a lien on all properties of the contractor.





## **XVI. ATTACHMENTS**

- A. Corporate Authority to Submit Proposal
- B. Surety's Letter (Positive Bonding Reference)
- C. Statement of Qualifications
- D. Project Narrative Expressing Understanding of City's Needs
- E. Implementation (or Continuation of Operations) Plan
- F. Non-Collusion Affidavit
- G. Understanding of Communications Directive Statement

**SECTION 5  
SELECTION PROCESS**

Through this RFP, the City of Baker, LA will select the successful Respondent.

Respondents will be judged based upon the information contained in their proposals only. The grading shall be based on 100 points consisting of the following:

Pricing	50 points
Performance capability	20 points
Qualifications and experience	20 points
Positive references	10 points

**SECTION 6**  
**MINIMUM SUBMISSION REQUIREMENTS**

In responding to this RFP, please submit a Proposal addressing the following items at a minimum:

1. Transmittal Letter with:
  - a. RFP subject
  - b. Name of the Respondent responding, including mailing address, e-mail address, telephone number, and name(s) of contact person(s).
  - c. The name of the person or person authorized to make representations on behalf of the Respondent, binding the Respondent.
  
2. Description of the Understanding of the Services
  
3. Organization Description
  
5. Organizational Chart of Proposed Team showing names and roles of all key personnel
  
6. Completed Proposal Form and Attachments
  
7. Price Sheet(s) - Each item will be considered separately, i.e. price for (1) waste retrieval/disposal; (2) bulky waste, etc.; (3) recycling. If proposer is bidding on more than one service item, a separate Price Sheet shall be provided to indicate price per individual service and price of bundled services.
  
8. Assumptions and Expectations, if any
  
9. Demonstrate how Veteran/Minority/Women Business Enterprise (MWBE) will be utilized and included, if applicable. Indicate what proposed services MWBE participants would provide based on current understanding of the request.

**SECTION 7**  
**GENERAL REQUIREMENTS FOLLOWING AWARD**

The final award of the Project is conditional on the Respondent executing a written Contract acceptable to the City. The City reserves the right to reject any changes that may be proposed by any Respondent submitting a Proposal.

The successful Respondent will be required to furnish within five (5) days after receiving a written notice of award (1) Form W-9; (2) certificates of insurance as indicated in the Proposal Form

***Lobbying Certification***

Prior to contract execution, certification by the successful Respondent of the following, to the best of his/her knowledge and belief, will be required:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The successful Respondent shall require that the language of this certification be included in any award documents to any subcontractors and that all shall certify and disclose accordingly.

***THANK YOU FOR YOUR INTEREST IN PROVIDING THE REQUESTED SERVICES  
TO THE CITY OF BAKER, LA!!***

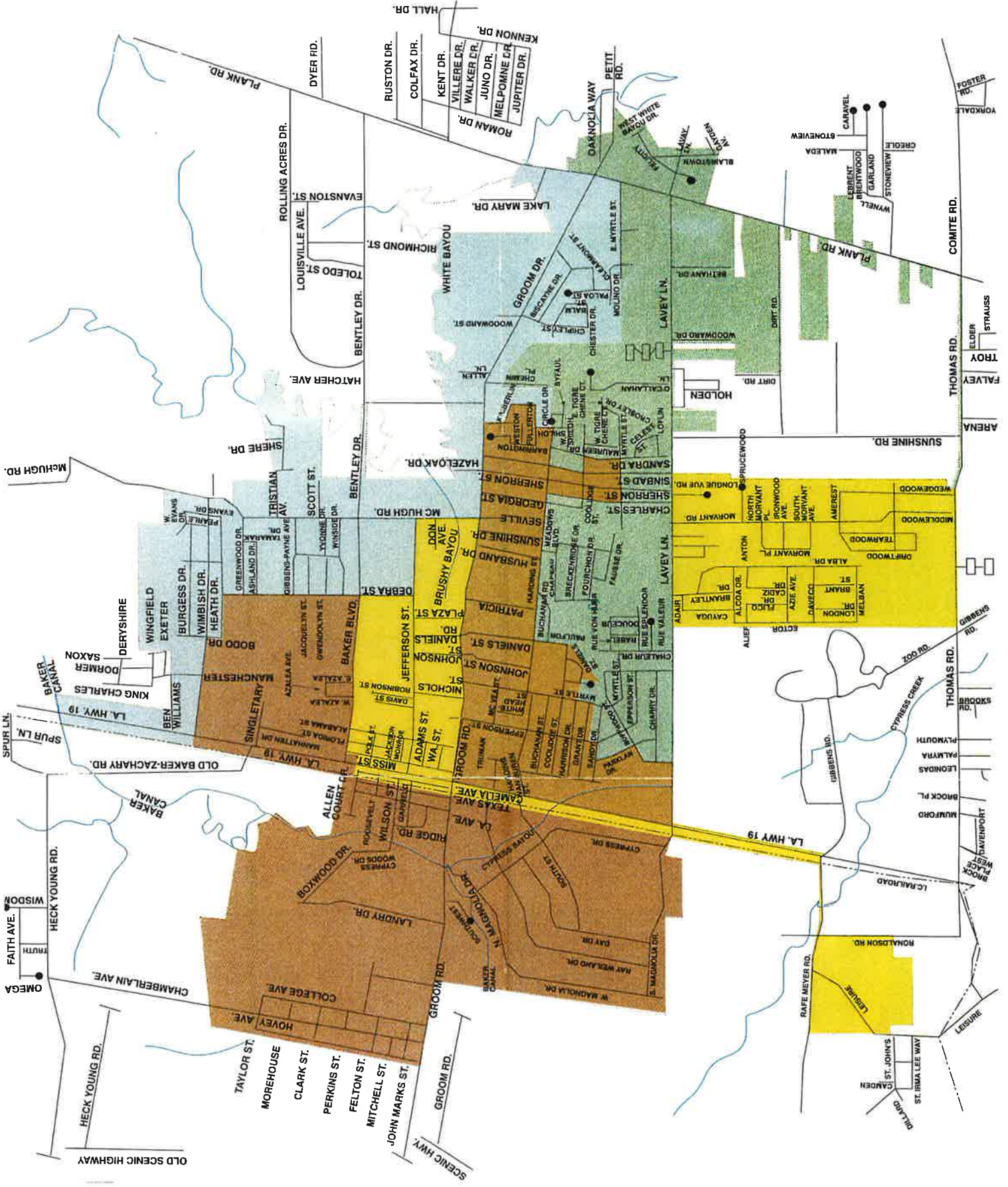
**RFP FOR WASTE & RECYCLING SERVICES  
ADDITIONAL INFORMATION**

**CITY OF BAKER  
COLLECTION INFORMATION**

Current Number of Collections Points (Customers)

Residential	
Inside City Limits	4,566
Outside City Limits	485
Commercial	
Inside City Limits	89
Outside City Limits	4
<i>Total Collection Points</i>	<i>5,144</i>

# Welcome To **BAKER**





**CITY OF BAKER WASTE MANAGEMENT SERVICES  
PRICE SHEET\*\***

**Garbage Contract**

(1) Monthly Charge per Service Unit for Twice-a-Week Waste Retrieval/Disposal \$ \_\_\_\_\_

**Bulky Waste Contract**

(2) Monthly Charge per Service Unit for Once-a-Week Retrieval of white goods, large wood products, bulky waste and construction materials every week OR \$ \_\_\_\_\_

(3) Monthly Charge per Service Unit for Once-a-Week Retrieval of white goods, large wood products, bulky waste and construction materials every other week OR \$ \_\_\_\_\_

(4) Monthly Charge per Service Unit for Once-a-Week Retrieval of white goods, large wood products, bulky waste and construction materials one per month OR \$ \_\_\_\_\_

**Recycling Contract**

(5) Monthly Charge per Service Unit for Once-a-Week Recycling \$ \_\_\_\_\_

(6) Other Charges \_\_\_\_\_ \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing above, I acknowledge that this RFP is not a “lowest price” solicitation. While pricing will be considered, proposals will be evaluated per the evaluation criteria included in the RFP and City will choose the provider it finds best suited for the job. All pricing will be considered proprietary until such time as the proposals are evaluated. Once the winning proposer’s price structure will be officially reported at the end of the process. Proposers whose proposals were not accepted will not have their pricing subjected to public records requests without their express permission. Annual CPI’s will apply to all pricing.

**\*\*Each item will be considered separately, i.e. price for (1) waste retrieval/disposal; (2) bulky waste, etc.; (3) recycling. If proposer is bidding on more than one service item, a separate Price Sheet shall be provided to indicate price per individual service and price of bundled services.**

# INFORMATION ONLY

## NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE:

\_\_\_\_\_, being first duly sworn, deposed and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
- (2) He is fully informed regarding the preparation and content of the attached Proposal and of all pertinent circumstances regarding such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has ben submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Proposer of to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against THE CITY OF MORGAN CITY, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any or its agents, representatives, owners, employees or parties in interest, including this Affiant.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME, NOTARY PUBLIC, on this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

# INFORMATION ONLY

## PERFORMANCE AND PAYMENT BOND

To these present personally came and intervene \_\_\_\_\_, herein acting for \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney-in-Fact obligates his said company, as surety for the said Contractor, unto the said Owner, CITY OF MORGAN CITY, Louisiana up to the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, CITY OF MORGAN CITY, from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment, and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided that any alterations which may be made in the terms, of the contract or in the work to be done under it, or the giving by the Owner, CITY OF MORGAN CITY.

### PERFORMANCE AND PAYMENT BOND

Jury, of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner, CITY OF MORGAN CITY, or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

IN WITNESS WHEREOF, the parties herein on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, have executed this agreement in five (5) counterparts, each of which shall, without proof of accountancy for the other counterparts, be deemed an original thereof.

WITNESSESS: As to Principal

\_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)