REQUEST FOR PROPOSAL

for Waste Management Services

> CADDO PARISH SCHOOL BOARD 1961 Midway Avenue Shreveport, Louisiana 71108



RFP Number: RFP 07-24

Proposals Will Be Accepted Until:

10:30 AM., CST TUESDAY, MAY 21, 2024

Caddo Parish School Board Purchasing Department 1961 Midway Avenue Shreveport, Louisiana 71108

TENTATIVE TIMELINE OF PROPOSAL ACTIVITIES

Α.	Schedule of Activities:	The following tentative timeline has been established for the benefit
		of both CPSB and the vendors responding to the RFP.

	ACTIVITY	Date	Time
1.	Release of Request For Proposals to Vendors	April 18, 2024	N/A
2.	First Public Notice Published in Shreveport Times	April 18, 2024	N/A
3.	Second Public Notice Published in the Shreveport Times	April 25, 2024	N/A
4.	Deadline for Questions	April 30, 2024	4:30pm
5.	Proposal Opening date	May 21, 2024	10:30am
6.	Interviews (As invited, if needed)	To Be Determined	N/A
7.	Submit Board Recommendation	June 04, 2024	N/A
8.	Expected Board Approval	June 18, 2024	4:30pm

Responses will be accepted until 10:30am CST on TUESDAY, MAY 21, 2024.

It is the responsibility of the vendor to check the district's website for any addenda that may be issued related to the RFP at the link provided below or via the Bid Express website.

https://www.caddoschools.org/page/purchasing

1.0 <u>PURPOSE</u>

The Caddo Parish School Board (CPSB) is soliciting proposals from qualified and experienced Contractors to provide solid waste collection, removal and/or recycling services for all school and administrative sites.

The successful proposer shall be in the business of regularly providing WASTE COLLECTION AND REMOVAL services and licensed in the State of Louisiana.

The successful contractor must comply with all applicable local, state, and federal laws, and regulations. It is the responsibility of the proposer to determine what local, state, and federal statutes and regulations will affect the work. Any costs of compliance with such shall be the responsibility of the proposer.

2.0 SCHOOL DISTRICT PROFILE AND BACKGROUND INFORMATION

The Caddo Parish School Board encompasses the flavor and diversity of the community we serve. Caddo Parish is a parish located in the northwest corner of the U.S. State of Louisiana. Our district is comprised of approximately 56 schools representing students from rural, suburban, and urban areas of Caddo Parish. Caddo is home to 12 National Blue-Ribbon Schools of Excellence as designated by the U.S. Department of Education while boasting several of the state's top performing schools.

As one of the largest school districts in the state of Louisiana, Caddo serves approximately 37,000 students in grades prekindergarten through 12th grade.

The Caddo Parish School Board is seeking WASTE COLLECTION AND REMOVAL services for approximately 56 school locations and approximately 6 non-school locations. School locations are to be serviced 5 days per week (M-F) for approximately 180 school calendar days, plus 5 days prior to and following the school year. Non-School locations and year-round school locations will require service 5 days per week (M-F) for a 12-month period.

All locations will be categorized as Group A, Group B, or Group C. Any exceptions will be duly noted.

- Group A: School locations within the Shreveport metropolitan area.
- Group B: School locations in the northern parish (rural) areas.
- Group C: All other school district locations with 12-month service; including 1 school location, administrative offices, sports, warehouse, garage, etc.

2.1 **DEFINITION OF TERMS**

<u>SOLID WASTE (REFUSE)</u> – All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by Caddo Parish Schools. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries and combustibles of all kinds.

3.0 SCOPE OF SERVICE, RESPONSIBILITIES, AND DELIVERABLES

The Caddo Parish School Board is seeking a Contractor, licensed in the State of Louisiana, to collect, haul and dispose of solid waste and recyclables. Solid waste and/or recyclables are to be collected in properly identified trucks ("Properly identified trucks" means the name, address, and phone number of the Contractor is clearly imprinted on authorized trucks). All services, vehicles, equipment and collected materials, as referenced in this RFP, are to comply with Louisiana Solid Waste Laws and local City and Parish regulations. All services related to this RFP will be carried out under the direction of the Director of Maintenance and the Custodial Supervisor, or their designated representative.

3.1 Refuse collection shall be made in accordance with the attached schedule for each location as described. The successful contractor shall not be obligated to collect refuse from any location on legal holidays or on Sundays, unless the collection is for missed regularly-scheduled pick-ups. If a regularly-scheduled pick-up is missed, Contractor shall be responsible for loading any refuse on the ground into the adjacent dumpster after dumping the initial contents of the dumpster. Additional scheduling may become necessary for summer programs, and they will be billed in accordance with the terms outlined in this RFP.

The refuse collection shall be made in accordance with the collection schedule below for each of the locations shown on Attachment B entitled *CPSB Dumpster Site Information*. Information contained in Attachment B is provided only as a reference for the sites and dumpsters that may be serviced by the awarded proposer.

The CPSB, at its sole discretion, may delete any district location, which is deemed as obsolete from this contract during the contract period.

The CPSB may, during the contract period and with written agreement from the contractor, add additional district locations to the contract as needed. The price charged for added locations will be equivalent to the base group price reflected in the cost proposal of the awarded Contractor.

3.2 <u>Collection Schedule</u>

The schedule referenced below is designed based upon the current collection schedule and to hold at a minimum the "wet" cafeteria garbage remaining overnight at the school sites.

- 1. <u>Group A & Group B Schools:</u> (approximately 55 school locations)
 - a. Schools with dumpsters (presently all sites have dumpsters) pickup Monday thru Friday.
- 2. <u>Group C Locations:</u> (approximately 7 facilities including one (1) year-round school)
 - a. Pickup Monday thru Friday (presently all sites have dumpsters).
 - b. Year-Round Locations (please note that this is a preliminary list and may not be all-inclusive).
 - i. Central Office
 - ii. CPSB Warehouse
 - iii. Eddie Jones Special Programs
 - iv. The Harbor (Bldg. 6)
 - v. Shreve Island
 - vi. Student Services
 - vii. Vivian Garage
- 3. All CPSB locations are furnished with district-owned dumpsters. Site addresses and group classification for each site will be provided to the awarded contractor.
- 3.3 The quantity of refuse shall not be limited where dumpsters are not used. The school refuse, except cardboard cartons and woodworking scrap, will be placed in plastic bags. Cardboard cartons shall be broken down and packed within another cardboard carton and/or stacked. Refuse will be placed in designated garbage rooms or other areas adjacent to the school cafeteria or other area designated by the Custodial Supervisor.

The Contractor shall be responsible to leave the pick-up areas in a clean, sanitary refuse free, orderly condition after each pickup operation. Should any spillage occur during pickup, the Contractor shall be responsible to wash down the area.

- 3.4 Waste materials at Caddo Career Center and Warehouse Facilities may include scrap materials from construction remodeling and repair to buildings, concrete, bricks, tree stumps and branches or other vegetation.
- 3.5 Equipment used to pick up and transport refuse shall comply with the requirements, codes, laws and ordinances of city, parish, state, and federal government agencies.
- 3.6 Proposers must include their Louisiana Department of Environmental Quality (DEQ) collector transporter number with their proposal. **IMPORTANT:** Proposals without the LA DEQ collector transporter number shall be rejected.

- 3.7 The Contractor is required to obtain all licenses and permits and comply with all pertinent ordinances to the extent that they are not inconsistent with the provisions of the contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of Caddo Parish, the City of Shreveport, and any rules and regulations issued by the State of Louisiana.
- 3.8 In accordance with LRS 37:2150-2164-Contractor shall be licensed in the State of Louisiana. Proposers shall display their license number on the outside of the proposal envelope. **IMPORTANT:** Any proposal response not displaying the contractor's license number on the outside of the envelope shall be deemed as non-responsive and automatically rejected.
- 3.9 The Contractor shall hold the Caddo Parish School Board harmless against all damages or claims for damage occurring from the execution of this contract. Damage to School Board property shall be reported to the Supervisor of Building and Grounds, 318.688.9868, within 24 hours, and any needed repairs shall be made by and/or at the expense of the Contractor.

4.0 FORMAT AND CONTENTS OF THE PROPOSAL

The information set forth in this section should be included with the proposal. Proposals should be concise and no more than 25 pages.

4.1 <u>Section 1: Cover Letter</u>

A one-page letter expressing the proposer's interest including the name and address of the organization submitting the proposal; the type of firm (ex. individual, partnership, etc.); and the name, mailing/e-mail addresses, and telephone/fax numbers of the individual authorized to represent the organization.

Cover Letters should be addressed as follows:

Caddo Parish School Board Attn: Director of Purchasing 1961 Midway Avenue Shreveport, LA 71108

4.2 <u>Section 2: Table of Contents</u>

An outline of the proposal contents, identified by sequential page number, and section title as referenced herein.

- 4.3 Section 3: Request for Proposal Form, Attachment A and Bid Security
 - a. Completed and signed Request for Proposal Form as provided on page 27.
 - b. Executed copy of Attachment A as provided on pages 19-23.
 - c. Bid Security as referenced in section 13.2.
- 4.4 <u>Section 4: Scope of Services to Be Provided</u>

A synopsis of the Proposer's full understanding of the Scope of Work and the effort needed to perform the work. Briefly describe the extent to which Waste Management and Recycling services are available from the proposer and the proposer's plan to service the Caddo Parish School Board. The Proposer should disclose any potential challenges and/or issues that may need to be resolved.

- 4.5 Section 5: Statement of Qualifications and Experience
 - a. Include the qualifications, education/certifications, and experience of any employee assigned to the CPSB contract.

- i. Copies of applicable occupational and professional licenses and/or certificates should be included for the company and any employee(s) assigned to the CPSB contract.
- b. Describe the proposer's ability to provide Waste Management and Recycling services while providing a detailed summary of the processes that will be taken to complete the scope of work.
- c. Provide background information about the company.
 - i. How long has the company been in business?
 - ii. Has the company experienced any organizational/ownership changes within the past two (2) years?
 - iii. Does the company foresee any organizational/ownership changes within the next two (2) years?
 - iv. Briefly describe the history, size and structure of the company.
- d. List at least three (3) recent Waste Management and Recycling service projects the proposer completed for other entities similar in size and complexity to the Caddo Parish School Board. The transactions must have occurred within the last five (5) years.
- e. Describe how your organization distinguishes itself from industry competitors and describe your organizations area of expertise as it relates to Waste Management and Recycling services.
- f. Explain your organizations approach to customer service.
- g. How does your organization stay up to date and comply with local, state and federal regulations?

4.6 <u>Section 6: References</u>

Please include contact name, phone number and email address for at least three (3) organizations that have previously engaged the contractor to perform Waste Management and Recycling services. At least two (2) references should be similar in size and complexity to the Caddo Parish School Board.

4.7 Section 7: Cost Summary

The proposed cost summary should be detailed and inclusive of any and all fees associated with performing the proposed service(s). Proposal cost summaries should clearly identify daily and/or per pick-up, monthly, and annual cost associated with performing the services associated with this RFP.

4.8 Section 8: Conflicts of Interest

Statement documenting any known conflicts of interest or no conflicts of interest.

4.9 Section 9: Disadvantaged or Minority Business Status

One-page document listing certification status as a disadvantaged or minority business in accordance with local, federal, and state law. Please use this section to document if this is applicable or not applicable to a particular vendor.

4.10 <u>Section 10: Litigation history</u>

List any litigation that has been filed against the proposer or firm's employees within the last five years. Please include beginning and end date of each lawsuit or proceeding and the judgment or resolution.

4.11 Section 11: Additional Information

"Additional Information" shall include any other data the proposer deems essential to the evaluation of the proposal. This information should be no more than one page.

5.0 QUESTIONS

Questions regarding this RFP should be directed to Shavonda Scott, Director of Purchasing, via email (<u>smscott@caddoschools.org</u>) and received no later than 4:30pm on Tuesday, April 30, 2024. The subject line should be listed as **RFP 07-24 Waste Management Services-Questions**. Responses to questions will be posted as an addendum on Wednesday, May 08, 2024. <u>All questions must be submitted in writing. Verbal and/or telephone inquiries will not be accepted</u>.

INSTRUCTIONS TO VENDORS

6.0 PREPARING AND SUBMITTING OF PROPOSALS

- 6.1 INSTRUCTIONS. These instructions define the conditions of the proposal solicitation and the specifications of the services desired. The words "Proposer, Consultant, Service Provider, Vendor, Contractor, Sub-Contractor" and their derivatives may be used interchangeably in this document depending on the capabilities of any one or multiple respondents to this RFP.
- 6.2 The PROPOSAL FORMS define the requirements of the work to be done. In the space provided, the vendor must sign the PROPOSAL FORMS. The authority of the person signing the PROPOSAL FORMS shall be in accordance with LRS 38:2212.0.
- 6.2.1 ALTERNATES. Innovative alternative proposals are permitted, provided however that they are clearly identified as such and all deviations from the primary proposal are listed.
- 6.3 PROPOSAL ENVELOPE. The proposal shall be submitted in a sealed envelope with the attached envelope cover provided by Caddo Parish School Board (CPSB) attached on the outside or submitted electronically on the approved electronic bid site <u>www.bidexpress.com</u>.
- 6.4 COST. The proposer shall quote a price for the service(s) specified in this RFP.
 - a. Issuance of this RFP does not commit the Caddo Parish School Board (CPSB) to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP. CPSB will not reimburse any cost incurred by a prospective contractor for the preparation of a response to this Request for Proposal.
 - b. A payment schedule shall be decided on with the awarded contractor. Said schedule shall become part of the contract between the contractor and district, subject to the terms of this RFP.
 - c. There shall be no hidden costs associated with this proposal. If the respondent foresees any additional or unexpected costs or charges to be made, those charges need to be explained in the proposal cost summary section. CPSB reserves the right to reject any additional cost.
- 6.5 VENDOR QUALIFICATION FORMS. This appears on the Request For Proposal signature page and is required. Failure to complete this form in its entirety may be cause for rejection.
- 6.5.1 VENDOR'S FORM OF BUSINESS ORGANIZATION. This is required for preparation of any contract documents for successful vendors. The vendor shall show the form of organization, e.g., Corporation, Partnership, An Individual, or Other.
- 6.5.2 VENDOR CERTIFICATION AND IDENTIFICATION. Failure to indicate the vendor's exact legal name may rule proposal irregular. An unsigned proposal will not be considered.
- 6.6 ASSIGNMENT. The submission of a proposal under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to

the particular services acquired by the State of Louisiana pursuant to this purchase made by its agency, The Caddo Parish School Board.

- 6.6.1 PLACE, DATE AND HOUR. All proposals shall be submitted to the PURCHASING OFFICE, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 in person, by mail, <u>or</u> submitted electronically at <u>www.bidexpress.com</u> no later than 10:30 A.M., CST ON <u>TUESDAY, MAY 21, 2024</u>.
- 6.6.2 The first page of the proposal invitation and the PROPOSAL FORMS designate the name of the proposal and the date and hour of the proposal receipt. Proposals will be received until the stated date and time. Irrespective of the reason, proposals arriving after the stated date and time will not be accepted.
- 6.6.3 All proposals shall be either hand delivered by the vendor or his agent in which instance the deliverer shall be handed a written receipt. Proposals may also be sent by registered mail or by certified mail with a return receipt requested or by regular mail or submitted via the official electronic website.
- 6.6.4 INDEMNIFICATION. The successful proposer (Contractor) shall indemnify and hold harmless CPSB and all agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.

Contractor shall defend, indemnify and hold harmless the Caddo Parish School Board and its employees from and against any and all costs arising in any way as a result of the performance or failure to perform on the part of Contractor, or any approved subcontractor, under this contract.

7.0 PROPOSAL PRESENTATION

- 7.1 Proposers may be required to explain proposal and answer questions.
- 7.2 Invitations to proposers to make presentations are at the sole discretion of CPSB and in no way implies intent for contract offer.
- 7.3 Proposers must provide written scope of experience with providing services for organizations similar to the Caddo Parish School Board in size and scope.
- 7.4 If submitting a hard-copy proposal, there should be one (1) original and four (4) copies for committee distribution.
- 7.5 If submitting a hard-copy proposal, <u>an electronic copy of the proposal</u> should also be included with the submission. The copy should be formatted in either Adobe PDF or Microsoft Word on a flash-drive.
- 7.6 Faxed or emailed responses will not be considered. By submitting a response, the responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to the established deadline. Responses must be plainly marked on the outside of the envelope.
- 7.7 **IMPORTANT**. The responsibility for timely presentation (delivery) of a proposal rests solely with the vendor. A proposal delayed beyond the stated time and date through the mail, Federal Express, UPS, or other cannot and will not be accepted.

8.0 CHANGE OR WITHDRAWAL OF PROPOSALS

- 8.1 CHANGE OR WITHDRAWAL <u>PRIOR</u> TO PROPOSAL OPENING. Should any vendor desire to change or withdraw a proposal prior to the scheduled opening, the vendor may do so by making such request in writing to the Purchasing Office. This communication shall be received prior to the date and hour of the proposal opening.
- 8.2 CHANGE AFTER PROPOSAL OPENING BUT PRIOR TO PROPOSAL AWARD. After proposals

are opened, they may not be changed except to correct patently obvious mathematical errors or clerical mistakes. Verification of the correct proposal actually intended shall be submitted by the vendor to the Purchasing Office prior to the final award by the Board.

8.3 WITHDRAWAL <u>AFTER</u> PROPOSAL OPENING BUT PRIOR TO PROPOSAL AWARD. After proposals are opened, a vendor may request that their proposal be withdrawn for good cause. Such request must be submitted in writing to the Purchasing Office prior to the final award by the Board. If the Purchasing Office agrees that the request is valid, the proposal may be withdrawn. It shall be understood that no proposal can be withdrawn after Board approval without consideration of penalties.

9.0 REJECTION OF PROPOSALS

CPSB reserves the right to reject any or all proposals and to waive any informalities.

10.0 EVALUATIONS

- 10.1 Each proposal will be evaluated by a committee comprised of various CPSB representatives.
- 10.2 The evaluation committee will be comprised of no less than three (3) persons.
- 10.3 No proposal will be considered if deemed non-responsive. It is the respondent's responsibility to comply with all instructions and to submit all requested information in the manner and order in which it has been requested.
- 10.4 The Caddo Parish School Board reserves the right to require additional information before the final acceptance of a proposal.
- 10.5 Proposals will be graded on a scale of 0-35, with 0 being the lowest rating within an ascribed category.
- 10.6 Each category will be graded separately, and a cumulative score will help dictate the awarding of the contract. Categories may include but are not limited to: Statement of Qualifications and Experience, Scope of Services to be Provided, References, and Cost of Service. A sample proposal scoring is as follows:

Statement of Qualifications and Experience	0-25
Scope of Services to be Provided	0-25
References	0-15
Cost of Service	0-35
Maximum Points	100

11.0 PROPOSAL AWARDS

11.1 BASIS FOR AWARDS. An award resulting from this request shall be awarded to the most responsive and responsible Contractor whose proposal is determined to be the most advantageous to CPSB, taking into consideration price and the evaluation criteria set forth herein; however, the right is reserved to reject any and all proposals received; to waive any informalities, and in all cases CPSB will be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements of the RFP.

CPSB reserves the right to waive any defect or omission in any proposal which does not materially affect the terms of the response to this Request for Proposals.

The CPSB reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements. Such information shall be provided within three business days. This may include brochures, specification sheets, detail drawings, or samples.

- 11.2 AVAILABILITY OF PROPOSAL INFORMATION. Request for Proposals will be received only on or before the due date in the CPSB office at the time and date noted. The recommendation for proposal award will be presented to CPSB for approval. Proposers may be required to attend the Board meeting. Each proposal response to the extent it contains confidential and proprietary information will be considered confidential and not made available for public review in accordance with State law. Proposers will be notified of the award recommendation only.
- 11.3 OFFICIAL AWARD DATE. Awards become official at the time a proposal is accepted by CPSB during their regular session.
- 11.4 FILING OF OBJECTION TO PROPOSAL AWARD. Any objection to an award by CPSB must be filed in writing and must be received by the Purchasing Office no later than 9:00 A. M. on the first Monday following the official award.
- 11.5 FILING OF OBJECTION TO SPECIFICATIONS OR PROPOSAL CONDITIONS. Objections to either the proposal specifications or proposal conditions must be filed in writing and must be received by the Purchasing Office at least five (5) business days prior to the hour and date of the proposal opening.
- 11.6 NOTIFICATION OF AWARD. The contract mailed or delivered to the Contractor is the official notification to perform the services described therein. The time allowed for delivery or performance begins with the date of proposal acceptance and approval by CPSB whether or not a contract has been issued.

12.0 FAILURE TO PERFORM

In the event a successful vendor fails to perform on the awarded proposal, CPSB shall declare the successful vendor in default.

If a successful vendor defaults, CPSB will be authorized to take one or all of the following recourses:

- a. CPSB shall contract for awarded services from such party or parties in such a manner as it shall select in conformance with the RFP terms and conditions contained herein or made a part of the RFP by submission or attachment.
- b. CPSB may elect to cancel the contract, reserving to itself nevertheless all rights for damages which may be incurred by the School District.
- c. CPSB shall require the Contractor in default to pay, as liquidated damages, an amount equal to 50% of the amount of the contract in accordance with the terms of the performance security.

12.1 PENALTIES, FINES, FEES, AND SURCHARGES

- 12.1.2 In the event waste or recycling containers have not been emptied per the established schedule, notice will be given to empty said containers and contractor must comply within 24 hours of given notice. Contractor shall pay as liquidated damages in the amount of One Hundred Dollars (\$100) per day for failure to comply with the provisions of this service contract.
- 12.1.3 In addition to the provisions of the Performance Bond, if the Contractor fails to service any of Caddo Schools on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of Caddo Schools. Forfeited payment will be based on weekly or monthly charge divided by services per week or month, whichever applies.
- 12.1.4 No surcharges/fees/additional charges of any nature shall be charged beyond the base price by Contractor or its approved sub-contractor(s) (excludes one-time special pickup situations). This includes but is not limited to fuel surcharges and administrative and environmental fees. Should pricing increases be necessary for unexpected charges or for extended period fuel increases (4 months or more) to cause consideration for an increase then a written request shall be submitted to the Caddo Parish School Board for consideration. Contract amendments

necessary for pricing increases as stated above shall be agreed upon by both parties in writing. Any price increase request shall not exceed the greater of the annual increase of the Consumer Price Index (CPI) Series CUUR0000SA0, or the appropriate commodity Producer Price Index (PPI) published by the United State Department of Labor, Bureau of Labor and Statistics. Contractor pricing increase request must be based on the most recent data available at the time of renewal. If CPSB does not agree to requested contract price increase due to stated fuel pricing increase, then Contractor has the right to cancel contract with a ninety (90) day written notice.

12.1.5 The penalty for a missed collection promptly reported shall be the unit price of the School Group prorated by the number of schools missed. Multiple missed collections <u>will not and cannot be tolerated</u>. By CPSB's judgment, should this repeatedly occur, CPSB will pursue compensation from the performance bond to be required from the successful proposer.

13.0 BID SECURITY DEPOSITS – Required 5% Bid Bond

- 13.1 A bid security deposit is required for some solicitations to guarantee that the successful proposer (Contractor) will, if awarded the contract, enter into the contract and provide performance security as required by these specifications within thirty (30) days after award of the proposal.
- 13.2 Bid security shall be in the form of a certified check, cashier's check, bank money order, or bidder's bond in the sum of five percent (5%) of the total amount of the bid.
- 13.2.1 When an irrevocable letter of credit is used, it shall guarantee that the issuer shall pay to the Caddo Parish School Board (CPSB) the sum set forth therein upon presentation of written certification by the Purchasing Agent of CPSB that the proposal was awarded to the bidder o whose behalf the letter of credit was issued and that such proposer (Contractor) has failed to enter into the contract or provide the required performance security within thirty (30) days after award of the proposal.
- 13.2.2 If bid security is required for a particular RFP, said bid security <u>must accompany</u> the vendor's proposal; it cannot be submitted after the proposal has been opened.
- 13.2.3 Bid security deposits shall be returned after a satisfactory contract has been made with the successful proposer (Contractor), or if any or all proposals are rejected.
- 13.2.4 Any proposal received and opened without bid security when such has been required as a part of the proposal shall be ruled a "no bid" and cannot be considered.

14.0 CONTRACTS AND PERFORMANCE (DELIVERY) SECURITY

- 14.1 CONTRACTS. When applicable, contracts shall be fully executed by the Contractor (successful proposer) within twenty (20) days after the award date.
- 14.1.1 FAILURE BY PROPOSER TO ENTER INTO CONTRACT. In the event the Contractor (successful proposer) fails to enter into the contract and to furnish the required performance security, CPSB then has the option of excusing the Contractor if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be CPSB's option to invoke the following:
 - 1. Payment to CPSB in the amount equal to five percent (5%) of the unit price times the quantity (the amount of the bid security), and/or
 - 2. Forfeiture of the Contractor's right to transact business with CPSB for a period of one year following the date the penalty is invoked.
- 14.2 PERFORMANCE SECURITY. A performance (delivery) bond or check is required to guarantee performance or delivery. Irrevocable letters of credit for performance security <u>are not acceptable.</u>

- 14.2.1 BONDING COMPANY. The surety(ies) shall be authorized to do business in the State of Louisiana. All surety companies are subject to approval and may be rejected by CPSB without cause in the same manner that bids or RFPs may be rejected without cause.
- 14.2.2 AMOUNT. The Contractor to whom a contract shall be awarded will be required to execute and deliver to CPSB a performance (delivery) bond, cashier's check, certified check or equal acceptable to CPSB, in the amount of fifty percent (50%) of the awarded contract.
- 14.2.3 RELEASE OF PERFORMANCE SECURITY. Return to the Contractor (successful proposer) of his cash security, or notification to the Contractor and to the bonding company to cancel a bond, will be made when requested by the Contractor and/or bonding company and when all services have been completed and invoices have been approved for payment.
- 14.3 REDUCTION OF WAIVER. Pursuant to LRS 38:2216, Subsections C., D., E., F., and I., Contractors meeting certain qualifications may be entitled to a reduction in or waiver of the requirement to furnish performance bond as stated herein. If claiming reduction of waiver, proposers shall so state on their proposal and shall include with their proposal written evidence supporting such claim.

15.0 RESERVATIONS BY BOARD

- 15.1 Limited funds are budgeted for this type of service. Should the proposal price be more than anticipated, CPSB reserves the right to reduce as appropriate to remain within the budgeted allocation for the purchase.
- 15.2 The Caddo Parish School Board may reject any proposal for failure by the proposer to comply with any requirement stated herein or as appearing on the PROPOSAL FORMS or in the general proposal conditions or in any attachment thereto which becomes a part of the proposal.

16.0 INVOICES

Unless other arrangements are made with the Purchasing Office, invoices must be those of the successful vendor and must show the purchase order number, proposal number, complete price, and total. Vendor invoices must show the group, school names, units and unit price. Invoices shall be submitted in duplicate to the attention of the ACCOUNTS PAYABLE DEPARTMENT, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 via mail or electronically at <u>ACCOUNTSPAYABLE@CADDOSCHOOLS.ORG</u>. Separate invoices should be submitted in four groups as follows:

- 1. <u>Group A and Group B General Fund</u> One half of all regular billings plus all extra pick-ups AND credits for missed pick-ups.
- 2. <u>Group A and Group B Child Nutrition</u> One half of all regular billings.
- 3. <u>Group C General Fund</u> One half of year-round school regular billings plus all other Group C billings.
- 4. <u>Group C Child Nutrition</u> One half of year-round school regular billings.

17.0 PAYMENT, TAX EXEMPTION AND DISCOUNTS

- 17.1 Payment for Group A and Group B schools shall be based upon the Contractor's daily rate and the monthly payment shall be based upon the actual number of collection days during any month. Payment shall be made monthly from invoices submitted by the Contractor at the end of the month for refuse service during that month. Partial school service shall be computed at the rate established for each school and each working day in the month based on the daily rate for all schools.
- 17.2 Payment for Group C facilities shall be based upon a total monthly rate for all Group C facilities and shall be paid monthly as above.

- 17.3 Unless otherwise specified, payment will be made within thirty (30) days after delivery, authorized inspection and acceptance. Payment will be made only to the successful bidder.
- 17.4 FEDERAL TAX EXEMPTION. If applicable to this purchase, Federal tax exemption certificates will be signed by the Caddo Parish School Board.
- 17.5 DISCOUNTS. Discounts offered for prompt payment will be accepted, but these discounts will not be considered in evaluating proposals unless all other factors are equal.

18.0 ERRORS AND OMISSIONS

18.1 The specifications may contain errors or omissions that if undetected would seriously affect the finished job. It shall be the responsibility of the proposer to detect such errors or omissions and to notify CPSB sufficiently in at least seven (7) business days in advance of the proposal due date to enable CPSB to make any corrections or modifications to the specifications deemed appropriate.

19.0 SUBCONTRACTING AND ASSIGNMENT

Proposers proposing to subcontract any portion of the proposal shall submit as part of the proposal the name and qualifications of each potential Subcontractor along with a summary statement of the work which that Subcontractor is to perform.

The Contractor shall be fully responsible for all work and actions of its Subcontractors and their employees and agents. The Contractor shall be the Prime Contractor and solely responsible for the completion of all work and services under this agreement in accordance with the terms and conditions of the RFP and the contract resulting from, notwithstanding the Contractor's use of Subcontractors.

- 19.1 The selected Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein for the contractor.
- 19.2 Assignment of any contract, or any payment under a contract, requires the advanced written approval of the Caddo Parish School Board, by Board resolution.
- 19.3 The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without prior written consent of the Caddo Parish School Board.

20.0 OPPORTUNITY CADDO

If applicable, the Caddo Parish School Board has approved Opportunity Caddo, which is a plan to increase business opportunities for small and economically disadvantaged businesses. An aspirational goal of 25% has been established. In keeping with this plan, CPSB desires that vendors make a good faith effort to subcontract to small and economically disadvantaged businesses.

21.0 <u>REFERENCES</u>

Interested vendors shall include with their proposal not less than three (3) company references that may be contacted with which vendor's services have been provided. Vendors should list names, addresses, telephone numbers, and e-mail addresses of each reference. Failure to include this information with the proposal will result in disqualification.

22.0 ELIGIBILITY

To be eligible to respond to this RFP, the proposing Contractor must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in this RFP, to institutions

similar in size and complexity to the Caddo Parish School Board. Proposers should have a minimum of five (5) years' experience collecting, hauling and disposing of solid waste and recyclables.

23.0 PERSONNEL AND BACKGROUND CHECKS

Contractors must conduct and possess current background checks on all full-time and part-time employees working with CPSB during the contract period. This information must be provided to CPSB upon request. The inability of a contractor to produce current background checks for an employee can be grounds for termination of the contract. The contractor must notify District personnel as soon as possible if an employee does not pass a background check and said employee may not be permitted on CPSB property.

24.0 INSURANCE REQUIREMENTS

Contractor shall obtain and maintain insurance as follows, unless waived in writing by the district:

All insurance shall be placed with a company acceptable to the Caddo Parish School Board.

CERTIFICATE OF INSURANCE. It shall be the responsibility of the successful contractor to provide evidence of compliance with these insurance requirements either with the proposal or within twenty (20) days following award of the RFP. The CPSB shall be furnished with certificates evidencing the coverage as required below including naming CPSB as an additional insured with a waiver of subrogation on all required insurance coverage.

NOTE: If any company indicated on the certificate of insurance is not rated by A.M. Best and/or is not admitted to do business in the State of Louisiana, the proposed insurer shall furnish with the certificate of insurance sufficient financial information to permit an evaluation of the insurer's strength and ability to meet claims that may be filed against the policy coverage.

COPIES OF THE CERTIFICATE OF LIABILITY SHOULD BE FORWARDED TO THE CPSB PURCHASING DEPARTMENT.

24.1 Liability Insurance:

General Liability Limits: Bodily Injury Products Liability Property Damage Additional Insured

\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate Policy shall name Caddo Parish School Board as an additional insured and include a waiver of subrogation in in favor of CPSB.

- 24.2 Automobile Liability: Automobile Liability insurance covering all owned, hired, and non-owned vehicles in the amount of \$1,000,000.00 per occurrence. Policy shall include third-party bodily injury and property damage.
- 24.3 Worker's Compensation: As required by the State of Louisiana
- 24.4 Excess (Umbrella) Liability: \$1,000,000
- 24.5 Certificates of the above listed policies shall be filed with the Caddo Parish School Board and CPSB shall be given a ten (10) day written notice prior to cancellation, material revision, or intention not to renew. If Contractor fails to carry any insurance required by this Section, Contractor shall protect, indemnify, and hold CPSB harmless in the same manner as if Contractor had in full force and effect coverage in accordance with this Section.

25.0 TERMS AND CONDITIONS

25.0.1 **TERM OF AGREEMENT - GROUP A & GROUP B SCHOOLS:**

The initial term of the contract shall be for three (3) years, beginning with the 2024-2025 school year, commencing no later than July 29, 2024 and ending on May 28, 2027. Each school year shall contain 5 collection

days per week (M-F) for approximately 180 school calendar days (school holidays excluded) plus 5 days prior to the beginning of school and 5 days following the ending of school.

25.0.2 TERM OF AGREEMENT - GROUP C SCHOOLS & FACILITIES:

The initial term of the contract shall be for three (3) years, beginning with the 2024-2025 fiscal year, commencing no later than July 01, 2024 and ending on June 30, 2027.

- 25.0.3 The daily rate for refuse collection and disposal may be adjusted in direct proportion to increases in the tipping fee (rate per ton) at the landfill designated for disposal upon thirty (30) days written notice by the Contractor and the consent of CPSB.
- 25.0.4 Contractor's work schedule is to be coordinated with the Custodial Supervisor (318.688.9868).
- 25.1 **EXTENSION OF AGREEMENT.** At the option of either party, the RFP and contract may be extended under the same terms and conditions for two (2) additional one-year periods. Extension requires mutual agreement in writing by both parties. The awarded contractor shall guarantee their proposed fees for the duration of the initial term plus any extension of the agreement.
- 25.2 Discussion may be held with proposers submitting proposals acceptable or potentially acceptable. The purpose of the discussion is to:
 - a. Promote understanding of CPSB's requirements and the contractor's proposal.
 - b. Facilitate arriving at a contract most advantageous to CPSB taking into consideration price and other evaluation factors set forth in the RFP.
- 25.3 Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal. At its option, CPSB may take either of the following actions to form an agreement between CPSB and the selected contractor:
 - a. Accept a proposal by issuing a written "Notice of Award" to the selected contractor, which incorporates the proposal documents by reference and accepts all or selected portions of the contractor's proposal. This "Notice of Award" will represent a contractual agreement and will be signed by a CPSB designee and the awardee representative.
 - b. Enter into negotiations in an effort to reach a mutually satisfactory agreement, which represents a contractual obligation and will be executed by both CPSB and the selected contractor. This agreement will be based on proposal documents, the submitted proposal, and the associated negotiations.
- 25.4 Incomplete Proposals or inaccurate information may be cause for disqualification.
- 25.5 All materials submitted to the Caddo Parish School Board will become the property of CPSB and will not be returned. The contents of all proposals will be valid for a minimum of 90 calendar days after the proposal acceptance date referenced on the Request for Proposal Form.
- 25.6 It is understood that the Contractor is an independent contractor and not an officer, agent, or employee of the School District while complying with the terms and conditions of the Contract.
- 25.7 CPSB shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation created in the performance of the contract.
- 25.8 All contracts shall be construed in accordance with and governed by federal laws and by the laws of the State of Louisiana. All Applicable city, state, and federal codes, laws and regulations pertaining to the collection and disposition of wet garbage and refuse shall apply.

- 25.9 The selected Contractor shall maintain all records in relation to the contract for a period of at least the minimum retention period required by applicable State law or five (5) years following the termination of the contract, whichever is greater.
- 25.10 The language of this RFP shall rule over any other waste and recycling contractual language that was implemented at the implementation of this RFP unless stated in an addendum to this RFP. Should any part of this RFP and related contracts be found to be unenforceable, the remaining RFP and related contracts shall remain in full force. Contract amendments must be in writing and agreed upon by both parties.
- 25.11 In the event of an emergency or failure by the Contractor to be able to adequately perform waste or recycling collection services, the Contractor shall immediately contact the affected Building Supervisor, Custodial Supervisor, or the Director of Maintenance.

26.0 REFUSE DISPOSAL

The Contractor shall dispose of the school refuse in the most cost-effective method to the Board in keeping with city, state and federal requirements. In this regard, it shall be the Contractor's responsibility to seek disposal of the school refuse with the use of the City of Shreveport landfill and/or with the use of a private landfill. Applicable costs, if any, shall be included within the daily rates; do not quote a separate amount for landfill use.

27.0 <u>SAFETY</u>

Since school children are present and the refuse collection requires backing the collection vehicle (operation in reverse gear) while on the school property, an audible signal shall be required. The driver will back the vehicle only when he has observed that the rear of the vehicle is clear.

28.0 SMOKING PROHIBITED

Smoking is Prohibited on Caddo Parish School Board Property.

29.0 MANAGEMENT REPORTS

If applicable, Contractor shall provide any reports associated with the CPSB contract to CPSB upon request, at its sole expense, to substantiate solid waste and recycling invoices.

30.0 **TERMINATION OF AGREEMENT** (if applicable):

CPSB may cancel this agreement upon failure of the successful proposer to satisfactorily comply with any requirement stated herein or as appearing on the PROPOSAL FORMS or in the general proposal conditions or in any attachment thereto which becomes a part of the proposal. The evaluation of the Contractor's quality of service will be continuous.

Proposers or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the contractor's own risk. The contractor may withdraw a proposal prior to the proposal submission closing date and time by requesting to do so in writing.

The contract may be terminated by either party with sixty (60) days prior notice. Notice of Termination must be in writing.

In the event the successful contractor, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, CPSB shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. If CPSB cancels the contract, the Contractor will be excluded from any future bid and/or RFP invitations.

31.0 COOPERATIVE PURCHASING

To the extent provided by law in LA R.S. 33, 38 & 39 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with the Caddo Parish School Board.

The vendor may be required to execute a separate contract with the purchasing cooperative or individual participating public agency. Payment of incentive fees by the vendor to purchasing cooperatives in exchange for contract promotion and participation is the exclusive obligation at the sole discretion of the vendor. The Caddo Parish School Board receives no direct compensation for vendor participation in purchasing cooperatives.

The bidder/proposer agrees to indemnify and hold harmless the Caddo Parish School Board from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of the Caddo Parish School Board. The exercise of rights of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.

The Caddo Parish School Board shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation.

Participating public agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by a participating public agency shall be the exclusive obligation of such procuring party. The Caddo Parish School Board shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made with respect to such order. The Caddo Parish School Board makes no representation or guaranty with respect to any minimum purchases by the Caddo Parish School Board or any participating public agency or any employee thereof any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the immediate Shreveport-Bossier City area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

Pricing & all other terms & conditions of this bid are automatically extended to Bossier PSB, and DeSoto PSB unless otherwise noted by the vendor.

32.0 FEDERAL COMPLIANCE

The following attachment and/or form is a part of this bid and is herein incorporated by this reference. Failure to return a required form with the proposal submission may result in the proposal being rejected as non-responsive.

1. Attachment A: EDGAR and Non-Federal Entity Compliance Form

DEBARMENT CLAUSE: Before completing the Invitation for Bid Form and/or Proposal Form, please read the following information:

- 1. The prospective lower tier participant certifies, by submission of his proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or agency.
- 2. Where the prospective participant is unable to certify any of the statements in this document, such prospective participant shall attach an explanation to this proposal response.

CADDO PARISH SCHOOL BOARD AN EQUAL OPPORTUNITY EMPLOYER

STATEMENT OF PROPOSAL EXPECTATION

It is understood and should be assumed that any party submitting a proposal in response to this solicitation should and will have a better understanding of the complexity and intricacies associated with the provision and management of solid waste collection and removal.

It is also understood and should be assumed that any specification contrary to common or best practice will be duly noted and any submission should reflect those common or best practices.



EDGAR and Non-Federal Entity COMPLIANCE

The following provisions are required and applicable when federal funds are expended by the Caddo Parish School Board for any contract awarded using the procurement process. The Caddo Parish School Board is the subgrantee, subrecipient, or non-federal entity by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended, the Caddo Parish School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended, the Caddo Parish School Board reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Caddo Parish School Board also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Caddo Parish School Board believes, in its sole discretion that it is in the best interest of Caddo Parish School Board to do so. The vendor will be compensated for work performed and accepted in addition to goods accepted by the Caddo Parish School Board as of the termination date if the contract is terminated for convenience by the Caddo Parish School Board. Any award under this procurement process is not exclusive and the Caddo Parish School Board reserves the right to purchase goods and services from other vendors when it is in the best interest of the Caddo Parish School Board.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246,

"Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rules (C) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above. Vendor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Vendors shall stay informed of and comply with all Federal, State and Local laws, ordinances and regulations which affect their employees or prospective employees.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rules (D) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above. Vendors will be required to pay wages to laborers and mechanics at a rate not less than the prevailing wage specified in a wage determination made by the Secretary of Labor. In addition, vendors will be required to pay wages not less than once a week. The decision to award a contract or subcontract will be conditioned upon the acceptance of the wage determination.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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.

Pursuant to Federal Rules (E) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (E) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the Caddo Parish School Board, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Caddo Parish School Board resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(2) 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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by the Caddo Parish School Board for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Caddo Parish School Board for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name:		
Address:		
City:	State:	Zip:
Phone Number:		
Email Address:		
Printed Name of Authorized Representative:		
Signature of Authorized Representative:		Date:

Attachment B



RFP 07-24 Waste Management Services CPSB Dumpster Site Information

Site	No. of Dumpsters	Dumpster Size
Ombudsman (Formerly	1	
Academic Recovery)	1	8 Yard
A. C. Steere	1	8 Yard
Atkins Elem.	1	8 Yard
B. T. Washington	3	8 Yard
Donnie Bickham	1	8 Yard
Blanchard	1	8 Yard
Broadmoor	1	8 Yard
Byrd	3	8 Yard
Caddo Career Center	2	8 Yard
Caddo Heights	1	8 Yard
Caddo Magnet High	1	8 Yard
СМСТ	2	8 Yard
Caddo Middle Magnet	1	8 Yard
Caddo Virtual Academy	1	8 Yard
Captain Shreve	2	8 Yard
Central Office	3	8 Yard
Cherokee Park	1	8 Yard
Claiborne Elem.	1	8 Yard
J. S. Clark	2	8 Yard
Creswell	1	8 Yard
Eden Garden	1	8 Yard
Eighty First	1	8 Yard
Eddie Jones Special	1	8 Yard
Fairfield Elem	1	8 Yard
Fair Park	2	8 Yard
Forest Hill	1	8 Yard
Green Oaks	1	8 Yard
Harbor (Bldg. 6)	1	8 Yard
Herndon Middle	2	8 Yard
Huntington High	3	1-2 Yard
	5	2-8 Yard
Judson Elem.	1	8 Yard
Keithville Elem.	2	8 Yard
Lee Hedges	1	8 Yard



RFP 07-24 Waste Management Services CPSB Dumpster Site Information

Site	No. of Dumpsters	Dumpster Size
Linear/Northside	1	8 Yard
Midway	1	8 Yard
Mooringsport	1	8 Yard
Newton Smith P.M.	1	8 Yard
North Caddo Elem.	2	8 Yard
North Caddo High	1	8 Yard
North Highlands Elem.	1	8 Yard
Northwood High	2	8 Yard
Oak Park Elem.	2	8 Yard
Pine Grove	1	8 Yard
Queensborough	1	8 Yard
Ridgewood Middle	1	8 Yard
Riverside Elem	1	8 Yard
Shreve Island	1	8 Yard
South Highlands	1	8 Yard
Southern Hills	2	8 Yard
Southwood	2	8 Yard
Student Service	1	8 Yard
Summerfield	2	8 Yard
Summer Grove	2	8 Yard
Sunset Acres	1	8 Yard
Turner Elem.	2	8 Yard
University Elem.	2	8 Yard
Walnut Hill	3	8 Yard
Werner Park	1	8 Yard
Westwood Elem.	1	8 Yard
Woodlawn	2	8 Yard
Youree Drive	2	8 Yard
Maintenance	1	8 Yard
Vivian Garage	1	8 Yard
Total Dumpster Count	91	

Caddo Parish Public Schools 2023-2024 School Calendar

CPSB Approved 11.15.2022

	August 2023							
S	Μ	Т	W	Т	F	S		
		1	2	3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30	31				

September 2023								
S	Μ	Т	W	Т	F	S		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		

October 2023								
S	Μ	Т	W	Т	F	S		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

November 2023						
S	Μ	Т	W	Т	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023							
S	Μ	Т	W	Т	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

AUGUST 2023

7-8 ~ Teacher PD Days 9 ~ First Day for Students

SEPTEMBER 2023

1 ~ Student Virtual Day – All Schools 4 ~ Labor Day (Schools Closed)

OCTOBER 2023

6 ~ 1st Reporting Period Ends

- 9-13 ~ Fall Break (Schools Closed)
- 16 ~ 2nd Reporting Period Begins

NOVEMBER 2023 20-24 ~ Thanksgiving Holidays (Schools Closed)

DECEMBER 2023

19 ~ 2nd Reporting Period/1st Semester Ends 20-Jan 4 ~ Christmas Holidays (Schools Closed)

JANUARY 2024

5 ~ Teacher Professional Development Day 8 ~ 3rd Reporting Period Begins/First Day for Students

15 ~ Martin Luther King, Jr. Holiday (Schools Closed)

FEBRUARY 2024

15 ~ Student Virtual Day – All Schools 16-19 ~ Winter Break/Presidents' Day (Schools Closed)

MARCH 2024

8 ~ 3rd Reporting Period Ends 11-15 ~ Spring Break (Schools Closed) 18 ~ 4th Reporting Period Begins 29 – Good Friday

APRIL 2024

1 - Easter (Schools Closed) 30 - May 3 ~ Senior Exams

MAY 2024

1 ~ High School Voter Registration Day 3 ~ Last Day for Seniors 13-16 ~ Final Exams (Non-Senior Students) 16 ~ Last Day for Students 16 ~ 4th Reporting Period Ends/2nd Semester Ends 17 ~ Last Day for Teachers

> Student Days ~ 168 Teacher Days ~ 172

- First/Last Day for Students Student Virtual Day (Schools/District Open) Teacher PDM/v/r Day – No Students
- Teacher PD/Work Day No Students Holidays (Schools Closed)



January 2024									
S M T W T F S									
	1	2	3	4	5	6			
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30	31						

February 2024						
S	Μ	Т	W	Т	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	Μ	Т	W	Т	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	Μ	Т	W	Т	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	Μ	Т	W	Т	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Approved: 1/m de 11/15/2022

REQUEST FOR PROPOSAL

April 18, 2024

RFP-07-24

CADDO PARISH SCHOOL BOARD 1961 MIDWAY AVENUE SHREVEPORT, LA 71108 Shavonda Scott, Director of Purchasing PH: 318.603.6481 smscott@caddoschools.org

PROPOSAL TITLE: Waste Management Services

SEALED PROPOSALS WILL BE ACCEPTED UNTIL: 10:30 A.M. CST ON TUESDAY, MAY 21, 2024

IMPORTANT: The Instructions/Provisions (01/31/05) to bidders/proposers are available for download and printing at the CPSB website: <u>www.caddoschools.org</u> (Click on Bids and RFP's) or may be picked up from the CPSB Purchasing Department, 1961 Midway Avenue. If you choose to access from the CPSB website, the Instructions/Provisions will be incorporated by reference with the same force and effect as if set forth in full text.

Dates Advertised: April 18 th and April 25 th , 2024	Shavonda M. Scott, MBA, Director of Purchasing					
TO BE COMPLETED BY PROPOSER:						
LEGAL NAME OF PROPOSER:						
LEGAL NAME OF PROPOSER.						
MAILING ADDRESS:						
CITY, STATE, ZIP CODE:						
TELEPHONE NO: ()	FAX NO: ()					
PROPOSER CERTIFICATION AND IDENTIFICATION: I/We certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I/We further certify that none of the principals or majority owners of the firm or business submitting this proposal are at the same time connected with or employed by the Caddo Parish School Board.						
ASSIGNMENT: The submission of a proposal under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/we hereby convey, sell, assign and transfer to the Caddo Parish School Board all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the Caddo Parish School Board.						
	is required by the specifications) dealing with the price quotation will be ignored. n and/or service proposed have been included and made a part of this proposal. I/We ucts/services proposed herein.					
I/WE HAVE CHECKED THIS PROPOSAL FOR	R MATHEMATICAL AND TYPOGRAPHICAL ERRORS.					
AUTHORIZED SIGNATURE:	DATE SIGNED:					
	TITLE:					
NAME (PRINTED/TYPED):						
EMAIL:						
PROPOSER QUALIFICATION: The form of business organi	ization under which this proposal is submitted is as follows:					
A CORPORATION incorporated under the laws of the State of						
A PARTNERSHIP. Names of Partners:						
AN INDIVIDUAL trading and doing business under a name Name is:	ne and style other than his own. The Owner's					
BID BOND: Required-Refer to Sections 13.2, 13.2.2						
PERFORMANCE BOND: Required-Refer to Section 14.2.2						
ACKNOWLEDGEMENT OF ADDENDA RECEIVED:						
Addendum No. 1 Dated: Addendum No. 2 Dated:						
Addendum No. 3 Dated: Addendum No. 4 Dated:						

FROM:		
		-
BID NUME	BER: RFP 07-24	
BID TITLE	E: WASTE MANAGEMENT SERVICES	
OPENING	G DATE:TUESDAY, MAY 21, 2024	

SEND TO:

CADDO PARISH SCHOOL BOARD Purchasing Department 1961 Midway Avenue Shreveport, LA 71108

Attn Bidders:

Use this print format on the outside of your envelope when responding to any formal bids, RFP's or RFQ's.

We do not accept faxed or electronic bid responses (EXCEPT THROUGH BID EXPRESS) for any formal bids, RFP's or RFQ's.