



REQUEST FOR PROPOSALS

RFP # 07-100

LONG-RANGE SOLID WASTE MANAGEMENT STRATEGY AND ALTERNATIVES ANALYSIS

Issued by:

Anne Stadnychenko, Purchasing Officer
Purchasing Division

Date of Issue: December 8, 2006

Pre-Proposal Teleconference: December 15, 2006, Friday, 10:00 a.m., Alaska Time

Deadline for Questions: December 19, 2006,

Deadline for Stage One Submittals: **December 29, 2006, Friday, 2:00 p.m., Alaska Time**

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the United States. Late proposals will **not** be accepted.

Proposal Submittals

Mailing/delivery times to Alaska may take longer than other areas of the United States. Late proposals will **not** be accepted.

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS

City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

Print your company name and address on the upper left-hand corner of your envelope. Write the deadline date on the label below; cut it out and affix the label to the lower left-hand corner of your mailing envelope.

IMPORTANT		
S E A L E D	PROPOSAL NUMBER: 07-100	P R O P O S A L
	SUBJECT: LONG-RANGE SOLID WASTE MANAGEMENT STRATEGY AND ALTERNATIVES ANALYSIS	
	PART 1 DEADLINE IS 2:00 P.M. ALASKA TIME ON:	

**SIGN-UP SHEET
PRE-PROPOSAL MEETING & TELECONFERENCE**

If your firm would like to take part in the pre-proposal meeting/teleconference, please fill out this form and fax it to the Purchasing Division prior to meeting day, if possible. Although not required, questions submitted in advance make the meeting shorter and more effective.

If you choose to participate, please call in around 9:55 a.m., Alaska Time at **(907) 586-0220**

Facsimile Transmittal

To: Purchasing Division

City & Borough of Juneau

ATTN: Bid Clerk

Fax:



(907) 586- 4561

From:

Date:

Re: Pre-Proposal Meeting sign-up

RFP # 07-100, LONG-RANGE SOLID
WASTE MANAGEMENT STRATEGY AND
ALTERNATIVES ANALYSIS

Pages: ____ , including this cover page

Our Firm would like to take part in the pre-proposal meeting / teleconference at

10:00 a.m. Alaska Time, Friday, December 15, 2006.

Firm: _____

Phone No. _____ Fax No. _____

E-mail Address (optional): _____

Representative's Name: (please print) _____

Questions related to the Request for Proposals _____

No cover page is required if faxing your reply. Fax # 907-586-4561

AGENDA

PRE-PROPOSAL MEETING & TELECONFERENCE
Friday, December 15, 2006 at 10:00 a.m., Alaska Time
Room 224, Municipal Building (City Hall), 155 S. Seward Street, 2nd Floor

Teleconference Line: (907) 586-0220

(Please call in around 9:55 a.m.)

**IT IS HELPFUL TO HAVE A COPY OF THE REQUEST FOR PROPOSALS
AVAILABLE TO USE AS A REFERENCE DURING THE MEETING**

City & Borough of Juneau Request for Proposal (RFP) No. 07-100

LONG-RANGE SOLID WASTE MANAGEMENT STRATEGY AND ALTERNATIVES ANALYSIS

- I. Introduction of Attendees, Diane Andresen, Purchasing Division
 - A. City & Borough of Juneau
 1. Maria Gladziszewski, Special Projects Officer
 2. Joe Buck, Director of Public Works
 3. Diane Andresen, Buyer
 - B. Plan holder participants present in the conference room
 - C. Plan holder participants on the teleconference line
- II. Purpose of the Pre-proposal Conference, Diane Andresen, Purchasing Division
- III. Review of the project-specific parts of the RFP, Maria Gladziszewski and Joe Buck
 - A. 1.0 GENERAL INFORMATION
 - B. 2.0 PROJECT INFORMATION
 - C. Attachment D
 - D. Response to questions submitted before the pre-proposal conference
 - E. Response to questions submitted by the participants of the pre-proposal conference
- IV. Terms and Conditions will be reviewed **briefly**, and questions answered, Diane Andresen, CPPB
 - A. 3.0 STAGE ONE CONTENT REQUIREMENTS
 - B. 4.0 STAGE TWO CONTENT REQUIREMENTS
 - C. 5.0 RULES GOVERNING COMPETITION
 - D. 6.0 TERMS AND CONDITIONS
 - E. Attachments A, B, C and E
- V. Summary, Diane Andresen, Purchasing Division
- VI. Adjournment

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

1.1	Purpose	1
1.2	Budget	1
1.3	Contract Period	1
1.4	Two Stage Selection Process	1
1.5	Deadline for Stage One Submittals	1
1.6	Pre-Proposal Meeting	2
1.7	Review of RFP	2
1.8	Schedule For Stage One and Two	2
1.9	Questions Regarding This RFP	2

SECTION 2 - PROJECT INFORMATION

2.1	Information About Juneau	3
2.2	Project Background	4
2.3	Primary Program Objectives	7
2.4	Scope of Work	8
2.5	Information and Services Provided by the City	10
2.6	Deliverables and Deadlines	11
2.7	Data, Findings and Report Ownership	11

SECTION 3 – STAGE ONE CONTENT REQUIREMENTS

3.1	Letter of Transmittal	12
3.2	Title Page	12
3.3	Experience and References	12
3.4	Qualifications and Personnel to be Assigned to the Project	12
3.5	Methodology and Problem Solving Approach	13
3.6	Juneau Proposer Preference	13

SECTION 4 – STAGE TWO CONTENT REQUIREMENTS

4.1	Letter of Transmittal	13
4.2	Title Page	13
4.3	Table of Contents	14
4.4	Understanding and Analysis of the Project	14
4.5	Methodology and Problem Solving Approach	14
4.6	Management Plan for the Project	14
4.7	Juneau Proposer Preference	14
4.8	Deliverables and Payment Schedule	15

SECTION 5 - RULES GOVERNING COMPETITION

5.1 Evaluation of Stage One 15
5.2 Evaluation of Phase Two 16
5.3 Confidentiality and Public Records 17
5.4 Irrevocability 17
5.5 Costs 17
5.6 Right to Waive 17
5.7 Rejection of Proposals 17
5.8 Cancellation 17
5.9 Selection 17
5.10 Protests 18
5.11 Negotiations 18
5.12 Award 18

SECTION 6 - TERMS & CONDITIONS

6.1 Review of Contract 19
6.2 Compensation 19
6.3 Insurance Requirements 19
6.4 Juneau Business Sales Tax & Personal Property Tax 19
6.5 Alaska Business License 19
6.6 Other Licensing Requirements 19
6.7 Additional Services 19
6.8 Substitutions 19
6.9 Definitions 20

ATTACHMENT A – Insurance Requirements

**ATTACHMENT B – Page 1 – STAGE ONE Evaluation Form (all interested parties)
Page 2 – STAGE TWO Evaluation Form (selected firms only)**

ATTACHMENT C – City & Borough of Juneau Standard Contract

ATTACHMENT D – Solid Waste Data

**ATTACHMENT E – Deliverables and Payment Schedule (to be included with
the STAGE TWO proposal)**

SECTION I - GENERAL INFORMATION

- 1.1 **Purpose.** The City and Borough of Juneau (City or CBJ) seeks proposals from qualified firms for the provision of a long-range solid waste management strategy and analysis. The desired product is a report analyzing and making recommendations on practical and cost-effective waste management solutions. The analysis will include planning-level costs for each alternative plus short-term (1-5 years), mid-term (5-10 years), and long-term (20-30-years) implementation recommendations. **The City is not interested in a detailed waste-stream analysis.**

Key circumstances affecting the City's options include:

- our location (Juneau is accessible only by boat or aircraft),
- community size (31,000 residents),
- climate (rainforest),
- distance to outside disposal options (Juneau is located 1,000 miles from the nearest mega-landfill);
- current solid waste management situation (land filling and waste hauling services provided by the private sector without direct local government involvement); household hazardous waste disposal, junked vehicle collections, and recycling conducted by firms under contract with the City.

- 1.2 **Budget.** The fixed price for this project is \$70,000.
- 1.3 **Contract Period.** The contract period will be one year from the date of award.
- 1.4 **Two Stage Selection Process.** The City will select a consultant through a two stage process.

Stage One: proposers are to submit materials outlining their experience, qualifications and references from similar projects, along with a brief narrative (no more than 3 pages) describing their general approach to the project. The deadline for Stage One is December 29, 2006. An Evaluation Committee will select the top ranked firms (maximum of 3) to advance to Stage Two.

Stage Two, Firms selected to proceed to Stage Two will submit a detailed narrative in response to the Scope of Work outlined in this document, including a detailed management plan. Oral presentations and Interviews will be conducted on January 26, 2007. At that time, at least one representative of the project team will be expected to be in Juneau; others may participate via teleconference. The City will contribute \$500 toward each team's documented travel expenses.

- 1.5 **Deadline For Stage One Submittals.** Three (3) copies of sealed submittals for Stage One must be received by the Purchasing Division by 2:00 p.m. Alaska time, Friday, December 29, 2006, or such later time as the Purchasing Officer may announce by addendum to planholders at any time prior to the submittal date. Materials will be time-stamped by the Purchasing Division. Late submittals will not be considered.

- 1.6 Pre-Proposal Meeting.** A non-mandatory pre-proposal meeting and teleconference will be held in Room 224 in the Municipal Building, 155 S. Seward Street, Juneau, Alaska, at 10:00 a.m. Alaska time on Friday, December 15, 2006. Persons interested in the project are encouraged to attend or participate via teleconference by calling (907) 586-0220. Please confirm participation by completing and returning the "Pre-proposal Sign Up Sheet" at the end this Section, at least 24 hours before the pre-proposal meeting, if possible, or by calling (907) 586-5258. Interested persons are encouraged to fax their written questions in advance of the meeting.
- 1.7 Review of RFP.** Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments must be made in writing and received at least 10 days prior to proposal deadline. This will allow issuance of any necessary addenda, if appropriate. The Purchasing Officer will not uphold protests based on any omission or error, or on the content of the RFP, if these faults have not been brought to the attention of the Purchasing Officer as noted above.
- 1.8 Schedule for Stage One and Two.**

RFP Issued	Friday	December 8, 2006
Pre-proposal Meeting / Teleconference	Friday	December 15, 2006
Deadline for Questions	Tuesday	December 19, 2006
Stage One submittal deadline	Friday	December 29, 2006
Evaluation Committee obtains Clarification about submitted information (by phone)	Thursday	January 4, 2007
Stage Two participants notified on or around	Friday	January 5, 2007
Stage Two submittal deadline (top-ranked firms only)	Tuesday	January 23, 2007
Stage Two Interviews, held in Juneau, Alaska (top-ranked firms only)	Friday	January 26, 2007

- 1.9 Questions Regarding This RFP.** The City Purchasing Officer or her designated buyer is the sole point of contact for this RFP. Requests for an interpretation must be made in writing at least 10 days prior to proposal deadline. No oral interpretations concerning this RFP will be made. The Buyer for this procurement is:

Diane Andresen, CPPB
PHONE (907) 586-5258 (reception) or (907) 586-0311 (direct line)
FAX (907) 586-4561

SECTION 2 – PROJECT INFORMATION

2.1 Information About Juneau.

- a. **Geography.** Juneau is Alaska's capital city and is located along the Inside Passage within the Alexander Archipelago. Part of the mainland, Juneau consists of 3,250 square miles, including 928 square miles of ice cap and 704 square miles of water. This rugged terrain rises from ocean to a mountainous ice field in only a few miles. Juneau is accessible only by air or sea. Seattle is located approximately 970 air miles to the south and Anchorage approximately 570 air miles to the north. Additional information about Juneau is available on the City's website at www.juneau.org.
- b. **Climate.** Juneau is a coastal community influenced by a mild maritime climate. The Juneau International Airport (JNU) lies in an area influenced by the Japanese current, which creates significant precipitation and overcast conditions. Average summer temperatures range from 44 degrees to 65 degrees and winter temperatures range from 25 degrees to 35 degrees. Average rainfall is 56 inches in the airport area and 80 inches downtown. Weather information about Southeast Alaska and Juneau can be obtained at <http://pajk.arh.noaa.gov>.
- c. **Population.** As of 2004, Juneau's population was 30,966. There are approximately 8,000 single family housing units (including single-family homes, duplexes, and mobile homes) and 13,000 total housing units (including condos and apartments).
- d. **Economy.** The discovery of gold in the 1880s brought people, mining and milling industries to the Juneau/Douglas area. By the mid-1940s, most mining operations shut down with seafood harvesting/processing and government jobs becoming the new growth segments for the local economy.

The current economic environment in Juneau reflects a mixture of public and private employment with private sector employment exceeding public sector employment. In 2004, the private sector accounted for 56% of the employment base in Juneau while government made up 44% (26% State Government and 5.5% federal government). The Greens Creek Mine is currently Juneau's largest private sector employer.

Per capita income in Juneau in 2002 was \$36,086 compared to \$32,799 for Alaska and \$30,906 for the US. The cost of living in Juneau remains approximately 30% higher than the US average due in large part to the cost of housing.

Additional information on Juneau's population and economy is available from the Juneau Economic Development Council's website: www.jedc.org, see Latest Economic Indicators.

2.2 Project Background. Periodically, issues or circumstances arise to increase the public's awareness of solid waste management. In Juneau, one such circumstance arose recently when the private landfill operator ceased operating its two incinerators (that had been operating for approximately 20 years) and returned to burying Juneau's garbage. With the closure of the incinerators, the mound of garbage at the landfill is growing and with it, public concern. Items of concern include the visual impact of the ultimate 120-foot height of the landfill mound as well as the long-term environmental effects of direct garbage burial in the wetlands of Lemon Creek. The incinerator closure has also meant that more birds have been attracted to the landfill, causing concern for aircraft safety, as the airport is located nearby. The landfill operators' response to the bird presence (aggressive harassment as well as some lethal methods), while effective in essentially eliminating the bird problems, have also drawn attention to the solid waste issue generally. In addition, a large segment of the community continues to push for increased opportunities to recycle and many continue to express concern that in spite of a law requiring homeowners to keep garbage inaccessible, black bears continue to access garbage. These visible solid waste issues helped prompt the City to issue this RFP to undertake this long-range solid waste management strategy and alternatives analysis.

Current practices and programs include the following:

- a. Private Landfill.** All of Juneau's municipal solid waste (MSW) ends up in a 40-acre privately-owned, local, unlined landfill located in the Lemon Creek area. In June, 2004, the owner/operator, Waste Management, Inc., citing the incinerators' age as well as costs to meet new federal pollution controls ceased operating its two incinerators. That closure had consequences for several streams of wastes that had been incinerated but could not be landfilled including animal carcasses, sharps (such as hypodermic needles), waste cooking oil, and excessively wet refuse (such as quantities of expired milk cartons from grocery stores). The City was called upon to help solve each issue arising from the closure of the privately-operated incinerators.

Waste Management, Inc. expects that the current landfill footprint will be at capacity in approximately 30 years. A closure study conducted in 1999 by Waste Management, Inc. calculated that the final height of the landfill at closure will be about 80 feet on the southern aspect and about 120 feet at the north western aspect of the landfill.¹

¹ *Closure Plan for Capitol Disposal Landfill* (Geosyntec Consultants, July 1999).

In the mid-1990s, the City conducted a study which identified several potential sites for a new landfill.² Subsequently, the top two sites—both located in the Lemon Creek valley—were reserved for that purpose in the City's Comprehensive Plan (Implementing Action 4.9.1). The 22-acre Upper Lemon Creek site is approximately 1.3 miles upstream from the Lemon Creek Correctional Center on the west side of Lemon Creek. The 27-acre Lower Lemon Creek site is approximately .4 miles northeast of the Lemon Creek Correctional Center. The lower site is currently being developed for sand and gravel extraction and also for interim municipal public works operations.

- b. Waste hauling.** Another private company (Alaska Pacific Environmental Services, known locally as Arrow Refuse) is the only utility licensed to haul solid waste in Juneau (hauling rates are approved by the Regulatory Commission of Alaska). Garbage pickup is not mandatory, however, and residents who do not choose to purchase waste hauling services from Arrow Refuse instead bring their own trash to the landfill, where they pay posted rates for disposal. In 2004, Arrow Refuse had approximately 7,300 customers.
- c. Garbage storage.** Juneau adopted one of the first municipal ordinances in the nation mandating garbage storage that does not allow bears access to garbage. All dumpsters within the City must be fitted with metal lids or be behind barriers sufficiently strong so as to prevent bears access to them and residential garbage cans must be stored inside a garage or other bear resistant container until the morning of its scheduled pickup.
- d. Regional efforts.** Southeast Conference, a regional, nonprofit corporation, is currently working to organize a regional solution to MSW management, including the establishment of a regional solid waste authority and a possible regional landfill. Many communities in the region (Ketchikan, Sitka, Craig, Klawock, Petersburg, and Wrangell) barge their MSW to Washington State. Together the communities pay more than \$2 million annually for shipping costs alone. Communities in Southeast Alaska are continually looking for local alternative solutions. Currently, approximately 23,000 tons of MSW are shipped out of Southeast Alaska annually. Though no community, including Juneau, has committed to participating in a regional landfill, Juneau's 30,000 tons annually would help make such a regional solution viable.
- e. City programs.** The City currently conducts three waste management programs of its own: household hazardous waste (HHW), recycling, and junked vehicles. Each is funded by user fees and operated by companies under contract to the City. Recyclables must be dropped off by residents at one location (a building on the landfill grounds that formerly housed incinerators). Recycled volumes are fairly low, with local participation estimated at less than

² *Technical Reconnaissance Study for New Landfill Site Selection*, October 1993, prepared by Brown, Vence & Associates and R&M Engineering.

ten percent of households. Below is a brief description of each City-funded program.

1. **The junked vehicles program:** the City organizes, advertises, and pays for periodic “junked vehicle events,” at which residents (but not businesses or government agencies) may drop off junked vehicles. The program, currently funded by a vehicle registration fee of \$11 per year (CBJ 69.30.010), is operated under contract with Channel Construction. The current vehicle registration fee revenues fund the disposal of approximately 400 vehicles annually, enough for one collection event per year. Using other funding sources, the City funded a second junk vehicle collection event in both 2004 and 2005. Approximately 1,200 private vehicles are junked every year in Juneau, so the City is currently considering other options for additional funding. The junked vehicle contract expires June 30, 2007, with optional annual renewals through June 2010 (Bid #06-125).
2. **Household hazardous waste (HHW) program:** Currently operated under a contract with PSC Burlington Environmental Inc., the program is funded by a flat \$4 monthly waste management utility fee assessed on all residential households within the City (CBJ 36.12.040).³ Businesses and government agencies may participate for a fee, based on type and volume of waste. Wastes accepted include poisons, disinfectants, solvents, herbicides, used oil, paint products, paint thinner, furniture stripper, antifreeze, acids, cleaners, pesticides, transmission fluid, creosote, printing and photographic chemicals, household batteries, auto batteries, TV's, and computer monitors. See <http://www.juneau.org/pubworks/hazardwaste.php> for additional information. The HHW contract expires June 30, 2007, with an optional renewal through June 2008 (RFP #03-199).
3. **The recycling program,** funded by the same \$4 monthly waste management utility fee listed above, is currently being run by Waste Management, Inc. under contract with the City. Prior to the initiation of a City-funded contract in 2000, Juneau’s recycling efforts involved several non-profit organizations and for-profit businesses, recycling several different materials, each at different locations.

In 2000, the City issued an RFP for a contractor to provide a single drop-off and processing site and to sell and dispose of the materials collected. Waste Management Inc. of Juneau received the first contract for the recycling program and for most of the life of the 5-year contract, operated a recycling drop off site open to the public a few times a week. In the fall of 2005, the City once again issued an RFP for recycling services with the hope that the existing program would be expanded by

³ The Waste Management Fund

offering an increased number of drop-off sites or possibly curbside pickup. The successful proposer, Waste Management of Alaska (known locally as Capitol Disposal, Inc.), received the new contract and now keeps the recycling center open during business hours, Tuesdays through Saturdays. The current recycling contract expires June 2008, with optional annual renewals through 2011 (RFP # 06-002).

Under the current City Recycling Program contract, the process of recycling is generally described below:

- Materials are dropped off by residents at the Contractor's site at 5600 Tonsgard Court.
- Sorting of recyclables is the responsibility of the residents, businesses and government agencies dropping of the materials.
- Materials collected are glass, aluminum, steel/tin cans, newspaper, white paper, corrugated cardboard, glass, #1 PET (polyethylene terephthalate) plastic (pop bottle, water bottles, and juice bottles), #2 HDPE (high density polyethelene).
- Businesses and governments are charged for each drop-off made at the recycling station, based on the amount and type of waste brought to be disposed.
- Capitol Disposal then processes all materials for shipment.
- Capitol Disposal receives a monthly flat fee from the City to cover the overall cost of managing the recycling program.
- In addition, Capitol Disposal sells the recyclable commodities, deducts the shipping costs, and shares the resultant revenues with the City. Any shipping costs that are greater than the revenues received are borne by the City. The contract includes an incentive to the contractor to increase recycled volumes as the contractor's share of revenues increases as recycled volumes increase.

An informal survey conducted by the City in 2004 estimated that only 5% of Juneau households participated in the recycle program. The drop-off center was open two days a week at that time. Presently the drop-off center is open six days a week, but the current participation rate is unknown. Recycled volumes increased 27% between FY05 and FY06, which is at least partially due to more convenient recycling center hours.

See Attachment D for statistics on recycling, junked vehicle collections, household hazardous waste, and landfilled volumes.

2.3 Primary Program Objectives. Below are the City's primary objectives for conducting a solid waste management strategy.

- a. Promote efficient, cost-effective, safe, and environmentally sound methods for the disposal of solid waste.

- b. Develop a community plan for the long-term management of solid waste considering cost effectiveness, service to the community, and the ability to achieve the City's goals of integrated solid waste management, as outlined in the City's Comprehensive Plan, through the following practices, in order of priority:
- waste reduction,
 - recovery of resources from solid waste sources,
 - recycling, recovery of heat or electricity from waste incineration,
 - treatment and processing of waste to reduce volume,
 - waste incineration, and,
 - landfilling in an environmentally sound manner.⁴

The plan should take advantage of available technology and work in and for Juneau.

- c. Reduce the amount of recyclable materials and household hazardous waste now being landfilled as solid waste.
- d. Design solutions readily adaptable to changes in the regulatory environment.
- e. Continue to find ways to ensure that bears do not access Juneau's trash.
- f. Minimize negative aesthetic impacts on the community from solid waste operations and disposal.

2.4 Scope of Work. The following services will be required in the performance of this contract in order to achieve the City's project objectives. Modifications to this scope of work will be considered.

2.4.1 PHASE 1 – Information gathering and preliminary analysis

- 1) **Background information.** Evaluate existing information and analyze its current usefulness. Review and collect and/or develop necessary background information in order to define the conditions and practices affecting solid waste management in Juneau. Review and report on the effective solid waste management strategies of communities similarly situated in terms of size and the pattern of current practices, with particular emphasis on those localities without any local government involvement in landfilling or waste hauling.
- 2) **Summarize existing solid waste management practices.** Outline existing practices in Juneau and present available data. Tasks (1) and (2) will provide an objective review of existing data and provide additional planning-level information necessary to evaluate issues related to solid waste management in Juneau.

⁴ These priorities are as outlined in Assembly Resolution 1433, adopted March 19, 1990.

- 3) **Estimate waste stream quantities.** Prepare estimates of waste quantities and characteristics, use available population projections (posted online at <http://www.juneau.org/pubworks/projects/SWMS/>), and prepare 30-year projections of solid waste generation, including information on specialized waste streams (such as sludge from the wastewater utility, junked autos, batteries, scrap metal, etc.). A detailed waste stream analysis is not desired. Instead, use available national data and analyze how and whether Juneau would be expected to vary significantly from national averages.
- 4) **Regulatory requirements.** Identify and summarize current and anticipated regulatory requirements and describe implications of those regulations on solid waste management and solid waste management decisions in Juneau.
- 5) **Critical issues.** Identify and evaluate issues critical to the City's decisions regarding solid waste management. This evaluation will concentrate on those issues critical to the goal of developing a long-term, environmentally sound, cost-effective, and comprehensive waste management strategy for Juneau.
- 6) **Other public policy issues.** Identify and summarize any other public policy issues that should be considered in determining the City's future role in solid waste management.
- 7) **Coordination.** Identify mechanisms for ensuring the efficient coordination of different elements of waste management services now and in the future.
- 8) **Prepare draft Phase I report and identify alternatives.** Summarize information gathered in Tasks 1-7. In addition, identify an array of solid waste management strategies that would meet community objectives for long-term management of solid waste. Alternatives will include private, governmental, and partnership approaches. Suggested alternatives to be analyzed will be presented to the project manager for review and approval before formal analysis begins in Phase II.

2.4.2 PHASE 2 — Identify, analyze and make recommendations on alternatives.

- 1) **Analyze alternatives.** Analyze the feasibility, costs (30-year planning level costs), funding mechanisms, ability to meet City goals, benefits, impacts, advantages, and disadvantages associated with each alternative.
- 2) **Present preliminary findings.** Meet with the Public Works and Facilities Committee (a standing committee of the Juneau Assembly) and present preliminary analysis for discussion.
- 3) **Prepare draft final report and make recommendations.** After gathering and analyzing data and working with stakeholders and the public, the

consultant team will draft a final report, make recommendations, and prepare implementation recommendations for the most viable strategies to be implemented in the short term (1-5 years), mid-term (5-10 years), and long-term (20 -30 years). Present recommendations to the City Assembly.

- 4) **Prepare final report.** Within 30 days after presentation mentioned above, prepare final report and submit to the City for final review. The final report shall include information and findings from both phases of the project.

2.5 Information and Services Provided by the City. The City will supply the Consultant with access to the following: items:

Reports: (See <http://www.juneau.org/pubworks/projects/SWMS/>)

- Statistics on volume and costs for the City's household hazardous waste collections, recycled materials, and junked vehicles programs (see Attachment D).
- is contained in paper files in City offices.
- *Solid Waste Management Study* (Engineering-Science, November 1983).
- *Solid Waste Management Plan Phase I Report: Evaluation of Channel Facilities* (R.W. Beck, October 1991).
- *Technical Reconnaissance Study for New Landfill Site Selection* (Brown, Vence, and Associates; October 1993).
- *Closure Study Report for Channel Landfill* (Sweet-Edwards/EMCON, Inc., July 1991).
- *Regional Management Options for Selected Municipal Solid Waste Streams* (Ross and Associates, September 1991).
- *Closure Plan for Capitol Disposal Landfill* (Geosyntec Consultants, July 1999).
- *Alaska Solid Waste Regionalization Report*, Solid Waste Association of North America (May, 1999).
- *Solid Waste Disposal Alternatives in Southeast Alaska: Developing Regional Solutions* (Smith, Bayliss, LeResche, for Southeast Conference, expected in July 2006).

Website:

The City will host a simple website for this project, with content provided by the successful Proposer.

Meeting Rooms:

The City will also make available city conference rooms for public meetings as practicable.

City Contact:

The City's Project Manager will oversee the contract and will provide general guidance for the project. The Project Manager will be the primary interface between the Consultant and the City. However, the Consultant will be responsible for completing all research and data collection required for this project.

2.6 Deliverables and Deadlines. The following deliverables shall be required in the performance of this contract, and in achieving the City's project objectives:

- a. Monthly Reports. Monthly reports informing the City project manager of progress and of any problems or delays. These communications may be informal.
- b. Formal Reports: Phase 1 and Phase 2 Reports (including executive summaries), documents, and presentations responding to all of the elements listed in the agreed upon Scope of Work.
 - One bound copy of all reports.
 - One unbound, single-sided copy of all reports (for making additional copies).
 - Electronic copy of all reports (in Word as well as Adobe Acrobat).
 - Electronic copy of all presentations (in Power Point as well as Adobe Acrobat).
 - A copy of all data will be delivered in Excel.
- c. Website. A website - hosted by the city with content provided by the successful proposer - will be established and maintained for the length of the contract to keep the public informed of this process. The website shall contain background material, notices of meetings, draft reports, presentations, and a forum for public comment.
- d. Presentations: A minimum of two presentations. At least one presentation to the Public Works and Facilities Committee and another to the Assembly Committee of the Whole. Additional meetings and presentations may be scheduled, depending on the public process design.
- e. Timeline: All work shall be completed within 12 months of the contract award.

2.7 Data, Findings and Report Ownership. The data derived from this Project, along with any reports of findings and recommendations and any presentation materials, including PowerPoint presentations, shall be the exclusive physical and intellectual property of the City.

SECTION 3 – STAGE ONE CONTENT REQUIREMENTS

STAGE ONE (Open to all interested parties). Submittals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3.1 Letter of Transmittal. Limit to one or two pages:

- a. Briefly describe your firm and its ability to perform the work outlined in this document;
- b. Identify person(s) who are authorized to represent the company. Include their title(s), address(es), and telephone.
- c. Acknowledge receipt of addenda issued for this RFP, if any.
- d. Indicate whether or not you qualify as a "Juneau Proposer" (see Section 3.8).
- e. The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

3.2 Title Page. Include the following information on the title page:

- a. The RFP number and name
- b. Proposer's name (legal name of entity)
- c. Mailing address
- d. Telephone number(s)
- e. FAX number
- f. Email address (if available)
- g. Web site address (if available)

3.3 Experience and References. Provide a comprehensive narrative describing your firm's experience developing solutions to solid waste management problems, references and the following:

- a. Provide a short narrative about each project of similar size & complexity your firm has handled that demonstrate your ability to administer or complete this project successfully. Include dates of the projects;
- b. Include references (client, contact name, current phone number and project) for each project listed above; Verify that the contacts will be available to provide references during the evaluation period;

3.4 Qualifications and Personnel to be Assigned to the Project.

- a. Provide information about your firm's capacity to do the work outlined in this document (i.e. human and technical resources, etc.).

- b. Provide a comprehensive narrative describing your proposed project team's specialized experience, capabilities, and unique qualifications for the performance of the work. Include resumes for all key personnel expected to work on this project and include their specialized experience, capabilities and unique qualifications for performing this work.

3.5 **General Problem Solving Approach.** In no more than 3 pages, provide a general narrative that sets out your thoughts on how the City might tackle the solid waste issues facing it. Demonstrate how your ideas will serve to accomplish the City's objectives. Identify any challenges associated with implementing the work. Offer specific analysis of the unique challenges and opportunities posed by the solid waste management situation in Juneau.

3.6 **Juneau Proposer preference.** Submit a statement as to whether you qualify for Juneau Proposer status in order to be eligible for preference points (City Ordinance 53.50.010 and 53.50.050). The Ordinance is available at www.juneau.org/law/code/purchasing.pdf or the Purchasing Division (907) 586-5258. You must be qualified at the time of submittal of your proposal to receive preference points.

SECTION 4 – STAGE TWO CONTENT REQUIREMENTS

STAGE TWO (for selected firms ONLY). Firms will be notified on or around January 5, 2007.) Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

4.1 **Letter of Transmittal.** Limit to one or two pages:

- a. Briefly describe your firm and its ability to perform the work outlined in this document;
- b. Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract. Include their title(s), address(es), and telephone.
- c. Acknowledge receipt of addenda issued for this RFP, if any.
- d. Indicate whether or not you qualify as a "Juneau Proposer" (see Section 3.8).
- e. The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

4.2 **Title Page.** Include the following information on the title page:

- a. The RFP number and name
- b. Proposer's name (legal name of entity)
- c. Mailing address
- d. Telephone number(s)
- e. FAX number

- f. Email address (if available)
- g. Web site address (if available)

4.3 Table of Contents. Clearly identify the materials by section, subsection, and page number following the sequence provided in this SECTION 4.

4.4 Understanding and Analysis of the Project. Provide a comprehensive narrative that illustrates your understanding of the purpose of the scope, objectives and requirements of the project, including the project schedule and deliverables. Identify any challenges associated with implementing the work. Offer specific analysis of the unique challenges and opportunities posed by the solid waste management situation in Juneau.

4.5 Project Design and Problem-Solving Approach. Provide a detailed, comprehensive narrative that sets out the methodology you intend to employ, and demonstrate how your methodology will serve to accomplish the scope of work and achieve the City's objectives. Discuss any operational plan, problem solving approaches, techniques, standards or creative methods to be used for getting the job done.

Include a project schedule and time line, identifying major tasks and project milestones.

Describe the public process that will enable stakeholders (including citizens, owner/operators of the landfill and waste hauling services, commercial waste generators, contractors running the City's waste management operations) and interested members of the public to participate in this planning effort.

Offer specific discussion of how your methodology is suited to the challenges and opportunities posed by the solid waste management situation in Juneau.

4.6 Management Plan for the Project. Provide a comprehensive narrative that sets out the project management plan you intend to follow, and demonstrate how the plan will serve to accomplish the scope of work and achieve the City's objectives. Include the following as part of your narrative:

- a. Organizational chart specific to personnel assigned to accomplish the work, including any subconsultants;
- b. Lines of authority;
- c. Individual responsible for decision-making and accountable for the completion of work (project manager), and the extent to which this individual will be available to the City. Provide his/her level of authority;
- d. Identify personnel that are to be assigned to this project. Include resumes if they were not included in the Stage One response;
- e. Discuss how this project fits into your overall organizational structure and the current work load;
- f. Discuss your management approach to potential contractual disputes.

4.7 Juneau Proposer preference. Submit a statement as to whether you qualify for Juneau Proposer status in order to be eligible for preference points (City Ordinance 53.50.010 and

53.50.050). The Ordinance is available at www.Juneau.org/law/code/purchasing.pdf or the Purchasing Division (907) 586-5258. You must be qualified at the time of submittal of your proposal to receive preference points.

- 4.8 **Deliverables and Payment Schedule.** The *Deliverables and Payment Schedule*, ATTACHMENT E, is to be completed and included with the proposal.

SECTION 5 – RULES GOVERNING COMPETITION

- 5.1 **Evaluation of Stage One.** An evaluation committee will review, evaluate, score and rank submittals, in accordance with criteria identified below and the Proposal Evaluation Form for STAGE ONE (See ATTACHMENT B, Page 1). Clarification of submitted material may be requested during the evaluation process. Telephone interviews may also be conducted at the discretion of the evaluation committee ***Requests for clarification and telephone interviews, if held, are scheduled for January 4, 2007.***

In the event of a tie in the ranking totals, only the raw scores of those who are tied will be totaled to determine the appropriate ranking. All persons submitting material on Stage One will be notified of the Committee's results.

- 5.1.1 **Criteria.** The committee will use the following criteria for determining the most advantageous proposal to the City:

- a. **Experience and References.** Points will be awarded based on how well your firm and the personnel assigned to this project:
 - 1) Demonstrate experience in completing projects of similar scope and size;
 - 2) Complete projects on time and within budget;
 - 3) Measure up during any reference checks. This includes any other client references that the City may obtain for your firm or personnel, beyond those references listed in your proposal.

- b. **Qualifications and Personnel Assigned to the Project.** Points will be awarded based on how well your firm and the personnel you assign to this project:
 - 1) Demonstrate skills and abilities for the work this project requires;
 - 2) Measure up during any reference checks. This includes any other client references for your firm or personnel, beyond those references listed in your proposal.

- c. **General Problem Solving Approach.** Points will be awarded based on how well your ideas:

- 1) Demonstrate a practical approach to carrying out the scope of work;
- 2) Address challenges or problems specifically related to solid waste management in Juneau;

5.2 Evaluation of Stage Two (Only the top-ranked firms selected from the Stage One submittals will be invited to submit proposals for Stage Two). An evaluation committee will review, evaluate, score and rank written proposals and oral presentations, in accordance with criteria identified below and the Proposal Evaluation Forms for Stage Two (See ATTACHMENT B, Page 2). Clarification of submitted material may be requested during the evaluation process.

Interviews and oral presentations will be held in Juneau on **January 26, 2007**. Finalists will be notified and informed of interview and presentation requirements. One member of the proposer's team is expected to be in Juneau and other members may participate via teleconference. The City will reimburse the finalists for up to \$500.00 of documented travel expenses. Any additional costs will be borne by the proposer.

In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. All finalists will be notified of the Committee's decision.

5.2.1 Criteria. The committee will use the following criteria for determining the most advantageous proposal to the City:

a. Understanding and Analysis of the Project. Points will be awarded based on how well you:

- 1) demonstrate a thorough understanding of the purpose, objectives & scope of the project;
- 2) identify pertinent issues and potential problems specific to Juneau's solid waste management situation; and
- 3) generally analyze and articulate the solid waste challenges and opportunities facing Juneau.

b. Project Design and Problem Solving Approach. Points will be awarded based on how well your project design:

- 1) demonstrates a practical, logical, and feasible approach in carrying out the scope of work and fulfilling the project requirements;
- 2) creatively addresses and involves the wide range of community interests in the final product, including a plan for public involvement;
- 3) addresses challenges or problems specifically related to solid waste management in Juneau; and
- 4) achieves the project objectives.

- c. Management Plan for the Project.** Points will be awarded based on how well your management plan:
- 1) supports the scope of work and effectively leads to deliverables required;
 - 2) outlines the organization of your project team and identifies personnel assigned to the project;
 - 3) demonstrates your accountability;
 - 4) illustrates the lines of authority and communication;
 - 5) presents a clear and feasible schedule.
- d. Experience.** Points will be awarded based upon materials submitted in response to Section 3.3 and 3.4 requirements as well as supplemental information received during the interview and presentation process.
- e. Juneau Proposer Preference.** Points equal to 5% of the total evaluation points will be given to any Proposer who has demonstrated that they meet the criteria outlined in the City Ordinance 53.50.010 and 53.50.050.

5.3 Confidentiality and Public Records. The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to various federal, state, and local public record requirements, including but not limited to AS 40.25.100-220 and CBJ Charter section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public records. Any restrictions or prohibitions purporting to prohibit public disclosure of any material attached to or referenced in any proposal based upon claims of privileged, confidential, or proprietary materials, or any such similar restriction or prohibition shall be of no force and effect, shall be disregarded, and all such materials shall instead be redennominated as public records.

5.4 Irrevocability. All proposals must be irrevocable for 90 days from submission date.

5.5 Costs. All costs incurred by the proposer in preparation of the proposal, including any interview costs, shall be the responsibility of the Proposer.

5.6 Right to Waive. The City reserves the right to waive any informality or irregularity in the proposals or proposal process.

5.7 Rejection of Proposals. The City reserves the right to reject any or all proposals. Only responsive and responsible Proposers will be considered for evaluation. The City will not consider electronic or oral proposals.

5.8 Cancellation. The City may decide to cancel the solicitation at any time, in which case no award will be made.

5.9 Selection. The City will post a notice of evaluation results and the apparent successful Proposer as soon after the deadline as possible. The notice will be sent to all Proposers.

- 5.10 Protests.** The protest period begins following the posting of the notice. Protests will be executed in accordance with CBJ Ordinance 53.50.062 “Protests”, and 53.50.080 “Administration of Protest”, available online www.Juneau.org/law/code/purchasing.pdf, or from the CBJ Purchasing Division.
- 5.11 Negotiations.** Following the posting of evaluations and completion of the protest period, the successful Proposer may be invited to enter into contract negotiations with the City. The scope of services described herein will be used to initiate the contract negotiations. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.
- 5.12 Award.** Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant.

SECTION 6 – TERMS & CONDITIONS

- 6.1 Review of Contract.** Attached to this RFP is the City's standard contract (ATTACHMENT C) which should be carefully reviewed by you, as it is the form of agreement that the City intends that you sign in the event of acceptance of your proposal.
- 6.2 Compensation.** Payment will be initiated upon receipt of an invoice for each successfully completed Phase of the project.
- 6.3 Insurance Requirements.** Prior to award, insurance must be secured and maintained for the risks and in the amounts specified in ATTACHMENT A. The Consultant and its insurance carrier waive subrogation against the City.
- 6.4 Juneau Business Sales Tax & Personal Property Tax.** Vendors/Merchants conducting business within the City are required by law to register with the City for sales and property taxes. Vendors/Merchants must be in good standing for all amounts owed to the City prior to award and prior to all contract renewals, but in any event no later than five business days following notification by the City of intent to award. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. To determine if your business is subject to these requirements, or for further information, contact the City Finance Department, Treasury Division, at (907) 586-5265 concerning sales tax and 586-5268 concerning business personal property and real property tax.
- 6.5 Alaska Business License.** An Alaska business license is required to work in the State of Alaska. Prior to contract award the successful Proposer must provide a copy of a current Alaskan business license. The business license can be obtained at (907) 465-2550 or online at www.dced.state.ak.us/occ/buslic.htm.
- 6.6 Other Licensing Requirements.** Other licensing information may be required prior to award, if requested by the City. Professional or occupational licensing information is available at www.dced.state.ak.us/occ/home.htm, or (907) 465-2534. The phone number for the office handling architects, engineers and land surveyor licenses is (907) 465-2691 or 465-1676.
- 6.7 Additional Services.** If the City anticipates additional work pertaining to the development of this project during the contract period, the City may amend the work according to the CHANGES provision of the attached contract (ATTACHMENT C).
- 6.8 Substitutions.** Substitutions for professional staff or for subconsultants or their professional staff during the course of the contract can only be made with the prior written consent of the Project Manager.

6.9 Definitions. the following terms used in this RFP shall be defined as:

“City” or “CBJ” means the City and Borough of Juneau, Alaska.

“Consultant” or “Contractor” means the successful Proposer; the firm or individual awarded the contract for this project.

“Fiscal Year” means the City's fiscal year of July 1 though June 30.

“Person” means a natural person, partnership, corporation, association, or other legal entity.

“Project” or “Work” means the entire body of work to be preformed, including the scope of service and requirements of the RFP.

“Proposer” or “You” means the person or any authorized representatives who have submitted a proposal in response to this RFP.

“Planholder” means a person who has been listed with City by name and address for purposes of notification on all City communications concerning this RFP.

“Project Manager” means the City official, or his/her designee, responsible for planning, controlling and administering this project to achieve its goals.

“Responsive Proposer” means a Proposer who conforms in all material respects to the requirements stated in the RFP.

“Responsible Proposer” means a Proposer which has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

INSURANCE REQUIREMENTS

Contractor must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The City must be named as an additional insured as respect to their interest in this project, except for Workers Compensation Insurance. The certificate is to reference the name of the project and the RFP number. Proof of the following insurance is required with five (5) calendar days after successful negotiations:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per claim to protect the Consultant from any claims or damages for any negligent act, error or omission of the Consultant, the Consultant's firm, employees, or subcontractors (which results in a financial loss to the City).

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million-dollar (\$1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.

STAGE ONE EVALUATION FORM

PROPOSER: _____

CRITERIA FOR STAGE ONE See SECTION 3 (All interested firms)	Weight (%)	Out- Standing (10 points)	Adequate To Good (6 to 8 points)	Marginally Acceptable (3 or 4 points)	Unaccept- able (0 points)	Sub- Total
Experience and References	40					
Qualifications and Personnel Assigned to the Project	35					
General Problem Solving Approach	20					
Juneau Proposer Preference	5					
Grand Total						

Scoring:
 Outstanding = 10
 Adequate to Good = 6,7 or 8
 Marginally Acceptable = 3 or 4
 Unacceptable = 0
 No scores using 1,2,5, or 9.

Maximum Score Achievable = 1,000 points

RANK: _____

Evaluator: _____

Date: _____

STAGE TWO EVALUATION FORM (Top Ranked Firms Only) **PROPOSER:** _____

CRITERIA FOR STAGE TWO See SECTION 4 (Includes Written Submittal and Interview/Presentation)	Weight (%)	Out- Standing (10 points)	Adequate To Good (6 to 8 points)	Marginally Acceptable (3 or 4 points)	Unaccept- able (0 points)	Sub- Total
Understanding of the Project	15					
Project Design and Problem Solving Approach	45					
Management Plan	25					
Experience (includes Stage One submittal)	10					
Juneau Proposer Preference	5					
Grand Total						

Scoring:
 Outstanding = 10
 Adequate to Good = 6,7 or 8
 Marginally Acceptable = 3 or 4
 Unacceptable = 0
 No scores using 1,2,5, or 9.

Maximum Score Achievable = 1,000 points

RANK: _____

Evaluator: _____

Date: _____

Standard Contract

PART I: PARTIES

This contract is between the (Department Name), City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and (Contractor Name), (Contractor or Business Form/Type), licensed to do business in the state of Alaska, hereafter "Contractor."

PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party's own risk.

City:

Attn: (City and Borough of Juneau Representative Name)
(Department Name)
City and Borough of Juneau, Alaska
155 South Seward Street
Juneau, AK 99801
Phone: (Contact Phone Number)
Fax: (Contact Fax Number)

Contractor:

Attn: (Contractor or Representative Name)
(Contractor Name)
(Contractor Address)
Phone: (Contractor Phone Number)
Fax: (Contractor Fax Number)

PART III: CONTRACT DESCRIPTION

This contract is identified as: (Contractor ID). The following appendices are part of this contract as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work

Appendix B: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A and then B.

PART IV: CONTRACT EXECUTION

The City and Contractor agree and sign below. This contract is not effective until signed by the City.

City:

Date: _____

By: _____

Authorized Representative
(City and Borough of Juneau Signature)
(City and Borough of Juneau Signor Title)

Contractor:

Date: _____

By: _____

Authorized Representative
(Contractor Signature)
(Contractor Title)

Content Approved by: _____, (Department Representative)

Form Approved by: _____, Law Department

Risk Management Review: _____, Risk Management

APPENDIX A: SCOPE OF WORK

DESCRIPTION OF WORK

(Description of Work Inserted here)

[Option 1: Attached or insert a complete description of the work.]

[Option 2: Use the following language]

The work is described in the following documents which are incorporated by this reference. In the event of a conflict between the provisions of these documents and this document, the order of precedence shall be: this document, Attachment 3, Attachment 1, and then Attachment 2.

Attachment 1: City's Request for Proposals (RFP# _____), dated: _____, and any addenda

Attachment 2: Contractor's Proposal in response to RFP# _____, dated: _____

Attachment 3: Modifications

TERM

This contract becomes effective upon signature by all parties, and automatically terminates on (End Date), unless terminated earlier by the parties in writing.

COMPENSATION

(Compensation description/details)

APPENDIX B: STANDARD PROVISIONS

CONTRACTUAL RELATIONSHIP. The parties intended that an independent Contractor/City relationship will be created by this contract. City is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. City does not agree to use the Contractor exclusively. Contractor does not agree to work for City exclusively.

PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this contract shall be subcontracted except as provided in the Scope of Work.

INSURANCE REQUIREMENTS. The Contractor has secured and will maintain insurance for the risks and in the amounts specified in the RFP and approved by Risk management, incorporated by reference herein.

CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the City.

NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the City. Contractor may assign its rights to any payment under this contract without the prior written consent of City, however, notice of any such assignment or transfer shall be furnished promptly to the City by Contractor.

TERMINATION. The City may be prior written notice terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the City for convenience, by mutual agreement of the parties, or by default of a material condition, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

INSPECTION AND RETENTION OF RECORDS. The City may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of 6 years, or until the resolution of any audit findings, claims or litigation related to the contract.

EQUAL EMPLOYEMNT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, martial status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

CHOICE OF LAW; VENUE This contract shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted, and must obtain all required licenses, permits, and registrations regulating the conduct of business within the state of Alaska and the city during the performance of this agreement.

PAYMENT OF TAXES, OBLIGATIONS TO CITY. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any Subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in any other obligations to City during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the City under this contract.

CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the City has violated the conflict of interest provisions of the City code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the City Attorney or City's representative for this contract.

INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. City shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the City and may be used by the City for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the City, the Contractor may retain copies of all the materials.

IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

Solid Waste Data

Table 1 CBJ Junked Vehicle Events, FY04 - FY06			
Fiscal Year	# of Vehicles Collected	Payment to Contractor	Cost per Vehicle
FY04	557	\$158,895	\$285
FY05	827	\$271,470	\$328
FY06	953	\$366,055	\$384

Table 2 CBJ Household Hazardous Waste Collections				
Fiscal Year	# Cars Participating	# Pounds Collected	Total Cost	Cost per Pound
FY02	2,308	255,518	\$225,001	\$0.88
FY03	2,622	240,348	\$287,983	\$1.20
FY04	2,954	381,081	\$345,428	\$0.91
FY05	2,798	475,488	\$309,286	\$0.65
FY06	2,939	510,740	\$300,481	\$0.59

Table 3 CBJ Recycling Program, Tons Collected and Cost to CBJ											
Fiscal Year	OCC Card-board	ONP News/Mags	White Ledger	Alum Cans	Steel Cans	Glass	Plastic #1	Plastic #2	Tons Recycled	Cost to CBJ	Cost per Ton
FY02 TOTAL	80.3	79.9	1.4	8.8	9.2	117.5	0.0	0.0	297.1	\$ 165,665	\$ 558
FY03 TOTAL	132.4	63.5	11.3	6.2	20.7	227.9	0.0	0.0	461.9	\$ 162,107	\$ 351
FY04 TOTAL	146.7	135.9	0.0	10.4	12.0	143.2	0.0	0.0	448.2	\$ 160,188	\$ 357
FY05 TOTAL	204.3	136.8	0.0	19.9	10.0	81.6	0.0	0.0	452.6	\$ 150,424	\$ 332
FY06 TOTAL	279.0	141.9	0.0	8.6	0.0	128.6	12.7	5.7	576.4	\$ 140,567	\$ 244

Long Range Solid Waste Management Strategy and Alternatives Analysis

Table 4					
Tons Disposed at the Capitol Landfill					
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
2001					
MSW	5,577.7	6,829.3	7,080.2	6,230.5	25,717.7
C&D	861.3	1,680.0	2,019.6	988.1	5,549.0
Total	6,439.0	8,509.3	9,099.8	7,218.6	31,266.7
2002					
MSW	5,154.3	6,511.8	7,213.5	5,836.5	24,716.1
C&D	764.5	1,999.8	1,917.1	1,313.1	5,994.5
Total	5,918.8	8,511.6	9,130.6	7,149.6	30,710.6
2003					
MSW	5,380.4	9,144.2	9,246.9	7,166.5	30,938.0
C&D	1,256.8	-	-	-	1,256.8
Total	6,637.2	9,144.2	9,246.9	7,166.5	32,194.8
2004					
MSW	6,836.1	9,131.8	9,374.8	7,177.8	32,520.5
C&D	-	-	-	-	-
Total	6,836.1	9,131.8	9,374.8	7,177.8	32,520.5
2005					
MSW	6,555.7	8,699.9	8,510.0	7,451.9	31,217.5
C&D	-	-	-	-	-
Total	6,555.7	8,699.9	8,510.0	7,451.9	31,217.5
2006					
MSW	5,194.7	6,920.7	-	-	12,115.4
C&D	1,054.8	1,918.5	-	-	2,973.3
Total	6,249.5	8,839.2	-	-	15,088.7

MSW = municipal solid waste
C&D = construction and demolition waste

Data on C&D waste were not collected in all years. If the C&D line is blank, C&D are included in the MSW for that period.

Source: Waste Management, Inc.

Long Range Solid Waste Management Strategy and Alternatives Analysis

*Please indicate how much your firm expects to be paid in each phase.
Budget total is \$70,000 and includes all expenses, including travel.*

	DELIVERABLES *	COMPLETION DATE	PAYMENT AMOUNT
	Project Phase I: Information Gathering		
	Collection and evaluation of background information.		
	Summarization of existing solid waste practices.		
	Estimation of waste stream quantities.		
	Identification and summarization of regulatory requirements.		
	Identification and summarization of critical issues.		
	Identification and summarization of other policy issues.		
	Identify Identification of mechanisms for coordination.		
	Preparation of Phase 1 Report.		
	Identification of alternatives and submission of draft to City Project Manager for review.		\$ _____
	Project Phase II: Analysis and Recommendations		
	Finalization of alternatives to be analyzed.		
	Presentation of preliminary findings to the City Public Works and Facilities Committee.		
	Preparation of draft final report, including recommendations and short-term, mid-term, and long-term implementation strategies.		
	Presentation of findings to the City Assembly.		\$ _____
	Submission of final report to Project Manager.		
	Project Phase III: Project Close-Out (10% of project total)	12 months after award	\$_7,000.00_

* Payment will be made for work successfully completed in each phase of the project.

Provide hourly billing rates for professional staff in the event that additional work is needed, beyond the scope of the project as outlined. Sub-consultant rates to be included.

Professional Staff Name	Title	Hourly Billing Rate

Sub-consultant(s)	Phase(s)	Percentage of Work to Be Done in Each Phase

NOTE: The completed form is to be included with the STAGE TWO proposal.